



# Project Manual for Shawnee Mission School District 2017 Asphalt Improvements

## Locations:

Belinder Elementary School  
Highlands Elementary School  
Horizons High School  
Indian Hills Middle School  
Prairie Elementary School  
Shawnee Mission East High School  
Shawnee Mission North High School  
Tomahawk Elementary School

## Prepared For:

Shawnee Mission School District  
7235 Antioch Road  
Shawnee Mission, KS 66204

SMSD Project Number:  
H+M Project Number: 17006

February 2017

Set No: \_\_\_\_\_



## DOCUMENT 000101 – PROJECT TEAM DIRECTORY

### PROJECTS:

Belinder Elementary School  
7230 Belinder Road  
Prairie Village, Kansas 66208

Highlands Elementary School  
6200 Roe Avenue  
Mission, Kansas 66205

Horizons High School  
5900 Lamar Road  
Mission, Kansas 66202

Indian Hills Middle School  
6400 Mission Road  
Prairie Village, Kansas 66208

Prairie Elementary School  
9501 West 91<sup>st</sup> Street  
Prairie Village, Kansas 66212

Shawnee Mission East High School  
7500 Mission Road  
Prairie Village, Kansas 66208

Shawnee Mission North High School  
7401 Johnson Drive  
Overland Park, Kansas 66202

Tomahawk Elementary School  
6301 West 78<sup>th</sup> Street  
Overland Park, Kansas 66204

### OWNER:

Shawnee Mission School District USD 512  
7235 Antioch Road  
Overland Park, Kansas 66204  
Contact: Tim Wilcoxon  
Email: timwilcoxon@smsd.org  
Phone: 913.993.6200

### ARCHITECT:

Hollis + Miller Architects, Inc.  
1822 Walnut Street, Suite 922  
Kansas City, MO 64108  
Contact: Justin Durham  
Email: jdurham@hollisandmiller.com  
Phone: 816.442.7700

END OF DOCUMENT 000101



DOCUMENT 000105 - CERTIFICATIONS AND SEALS

ARCHITECT

I hereby state that the Specifications intended to be authenticated by my seal are limited to Specification Sections listed below:

Division 1  
Division 32 Section: 321216

I hereby disclaim any responsibility for all other specifications, drawings estimates, reports, or other documents or instruments relating to or intended to be used for any part or parts of the architectural or engineering project or survey.

KIRK C. HORNER  
Architect

A circular professional seal for Kirk C. Horner, a Licensed Professional Architect in the State of Kansas. The seal features the name "KIRK C. HORNER" at the top, "LICENSED" in the center, the license number "4722" below it, and "KANSAS PROFESSIONAL ARCHITECT" around the bottom edge. The seal is stamped over a handwritten signature of "KIRK C. HORNER".

FEB 10, 2017  
Date



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7230 Belinder Road  
Prairie Village, Kansas 66208

Highlands Elementary School  
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Mission, Kansas 66205

Horizons High School  
5900 Lamar Road  
Mission, Kansas 66202

Indian Hills Middle School  
6400 Mission Road  
Prairie Village, Kansas 66208

Prairie Elementary School  
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Prairie Village, Kansas 66212

Shawnee Mission East High School  
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Prairie Village, Kansas 66208

Shawnee Mission North High School  
7401 Johnson Drive  
Overland Park, Kansas 66202

Tomahawk Elementary School  
6301 West 78th Street  
Overland Park, Kansas 66204

SMSD Bid No.  
H+M Project No. 17006

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## DOCUMENT 001100 - INVITATION TO BID

### 1.1 PROJECT INFORMATION

- A. Notice to Bidders: Qualified bidders are invited to submit bids for Project as described in this Document according to the Request for Bid.
- B. Project Identification: Shawnee Mission School District – 2017 Asphalt Improvements
  - 1. Belinder Elementary School, 7230 Belinder Road, Prairie Village, Kansas 66208
  - 2. Horizons High School, 5900 Lamar Road, Mission, Kansas 66202
  - 3. Indian Hills Middle School, 6400 Mission Road, Prairie Village, Kansas 66208
  - 4. Prairie Elementary School, 9501 West 91st Street, Prairie Village, Kansas 66212
  - 5. Shawnee Mission East High School, 7500 Mission Road, Prairie Village, Kansas 66208
  - 6. Shawnee Mission North High School, 7401 Johnson Drive, Overland Park, Kansas 66202
  - 7. Tomahawk Elementary School, 6301 West 78th Street, Overland Park, Kansas 66204
- C. Owner: Shawnee Mission Unified School District No. 512, 7235 Antioch, Shawnee Mission, Kansas 66204.
  - 1. Owner's Representative: Tim Wilcoxon.
    - a. Email Address: [timwilcoxon@smsd.org](mailto:timwilcoxon@smsd.org)
- D. Architect: Hollis + Miller Architects, 1822 Walnut Street, Suite 922, Kansas City, MO 64108.
  - 1. Architect's Representatives: Justin Durham; telephone (816) 442-7700.
    - a. Email Address: [jdurham@hollisandmiller.com](mailto:jdurham@hollisandmiller.com)
- E. Construction Contract: Bids will be received for the following Work:
  - 1. General Contract (all trades).

### 1.2 BID SUBMITTAL AND OPENING

- A. Owner will receive sealed bids until the bid time and date at the location indicated below. Owner will consider bids prepared in compliance with the Instructions to Bidders issued by Owner, and delivered as follows:
  - 1. Bid Date: February 24, 2017.
  - 2. Bid Time: 10:00 a.m., local time.
  - 3. Location: Shawnee Mission Unified School District No. 512, Purchasing Department, 7235 Antioch, Shawnee Mission, Kansas 66204.
- B. Bids will be thereafter publicly opened and read aloud.

### 1.3 BID SECURITY

- A. Bid security shall be submitted with each bid in the amount of 5 percent of the bid amount. No bids may be withdrawn for a period of 60 days after opening of bids. Owner reserves the right to reject any and all bids and to waive informalities and irregularities.

### 1.4 PREBID CONFERENCE

- A. A prebid conference for all bidders will be held at : Shawnee Mission Unified School District No. 512, Purchasing Department, 7235 Antioch, Shawnee Mission, Kansas 66204 on February 17, 2017 at 10:00 a.m., local time. Prospective bidders are required to attend.

### 1.5 BIDDING DOCUMENT PROCUREMENT

- A. Printed Procurement and Contracting Documents: Obtain after February 10, 2017 by contacting Drexel Technologies, (913) 371-4430, [www.drexeltech.com](http://www.drexeltech.com).
  - 1. All contractors may purchase printed sets of bidding documents at cost by contacting Drexel Technologies, Inc.
  - 2. Copies of plans and specifications can be seen or purchased for a Non-Refundable fee on-line at [www.drexeltech.com](http://www.drexeltech.com) in their eDistribution plan room, additional assistance is available at [distribution@drexeltech.com](mailto:distribution@drexeltech.com). Information regarding this project can be found in the "Private Jobs" link on the website. Contractors desiring the Contract Documents for use in preparing bids may also obtain a set of such documents from Drexel Technologies; 10840 West 86th Street, Lenexa, KS 66214, telephone

responsibility for all related charges. Corporate, certified, or cashier's checks shall be made payable to Drexel Technologies, Inc.

a. Only complete sets of documents will be issued.

- B. Online Procurement and Contracting Documents: Obtain access after February 10, 2017 by contacting Drexel Technologies, (913) 371-4430, [www.drexeltech.com](http://www.drexeltech.com). Online access will be provided to prime bidders, and to all registered bidders and material suppliers.
- C. Examination of the Bidding Documents: Bidding documents will be on file at Drexel Technologies, Inc. for bidder's review and examination, during normal business hours. Bidding documents may also be viewed on-line at [www.drexeltech.com](http://www.drexeltech.com), in accordance with the Instructions to Bidders.

#### 1.6 TIME OF COMPLETION

- A. Bidders shall begin the Work on receipt of the Notice to Proceed and shall complete the Work within the Contract Time. Work is subject to liquidated damages.
- B. Completion Schedule Requirement: All projects must be completed to the extent noted at the times noted below.
  - 1. Start Date: June 1, 2017
  - 2. Substantial Completion: July 21, 2017
  - 3. Final Completion: 2 weeks after Substantial Completion (August 4, 2017)
- C. Final Completion shall be achieved as noted after the established date of substantial completion, to include the issuance of the architect-engineer punchlist to the general contractor for the affected building area.

#### 1.7 LIQUIDATED DAMAGES

- A. Liquidated Damages for substantial completion will be assessed if the general contractor has not achieved adequate progress to permit school district personnel occupancy and use of all noted areas of the building and/or site in accordance with the dates for substantial completion noted above. Damages will accrue and will be based on the unavailability of the building space(s) and/or site for their intended purposes as determined by the school district. Liquidated damages noted are tiered and are based on the intended use of the building and/or site in accordance with the school schedules proposed or established.
- B. Liquidated Damages Schedule: \$500 per day beyond Date of Substantial Completion
- C. Final completion of construction related activities including the satisfactory completion of all punchlist corrections shall be completed in accordance with the timeframe noted above for each building and/or area. Liquidated damages associated with final completion shall be assessed based on any actual cost incurred by the school district due to the restricted use of the facility; and for costs that may be associated with inconvenience, lack of efficiency, and/or district personnel costs associated with providing exclusive access for the general contractor to complete punchlist corrections after normal school day operation and/or on weekends or holidays. Similarly, any actual costs incurred by the school district for extended or additional architect/engineer services made necessary as a result of the general contractor's inability to meet final completion will be assessed as liquidated damages to the general contractor.

#### 1.8 BIDDER'S QUALIFICATIONS

- A. Bidders must be properly licensed under the laws governing their respective trades and be able to obtain insurance and bonds required for the Work. A Performance Bond, a separate Labor and Material Payment Bond, and Insurance in a form acceptable to Owner will be required of the successful Bidder.

**END OF DOCUMENT 001100**

## **DOCUMENT 002100 – INSTRUCTION TO BIDDERS**

### **1.1 APPLICABLE DOCUMENTS**

- A. A copy of the American Institute of Architects Document A701, Instructions to Bidders 1997 Edition, is bound hereinafter. This Document is included for information only and may not be duplicated.

**END OF DOCUMENT 002100**





# AIA<sup>®</sup> Document A701<sup>™</sup> – 1997

## ***Instructions to Bidders***

for the following **PROJECT**:

*(Name and location or address):*

### **THE OWNER:**

*(Name and address):*

Shawnee Mission U.S.D. No. 512  
7235 Antioch  
Shawnee Mission, KS 66204

### **THE ARCHITECT:**

*(Name and address):*

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### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

## ARTICLE 1 DEFINITIONS

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

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

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

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

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

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

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

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

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

§ 1.10 A Statutory Bond (also referred to as a Public Works Bond) is a bond provided by the contractor. Whenever any public official, under the laws of the state, enters into a contract in any sum exceeding Ten Thousand and No/100 Dollars (\$10,000.00) with any person or persons for the purpose of making any public improvements, or constructing any public building or making repairs on the same, such officer shall take, from the party contracted with, a bond to the state of Kansas with good and sufficient sureties in a sum not less than the sum total in the contract, conditioned that such contractor or the 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 such public buildings or in making such public improvements.

## ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 The Bidder by making a Bid represents that:

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

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

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

§ 2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception. The Bidder will not later request and will not later expect to receive additional payment for Work related to conditions which could have been determined by examination of the site and the Bidding Documents.



## **ARTICLE 3 BIDDING DOCUMENTS**

### **§ 3.1 COPIES**

§ 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten (10) days after receipt of Bids. The deposit will be retained in full if the Bidder fails to return the Bidding Documents within ten (10) days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.

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

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

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

### **§ 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS**

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

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

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

### **§ 3.3 SUBSTITUTIONS**

§ 3.3.1 Unless specifically noted by exception as sole source or propriety, the materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. Reference in the specifications to any product, material, type or form of construction shall establish a minimum standard of quality and shall not be construed as limiting competition. Reference to standard specifications for basic materials shall not be modified for any substitutions proposed. Proposed substitutions shall be submitted no later than seven (7) days prior to Bid Date. Submittal shall clearly describe the substitution for which approval is requested, including all data necessary to demonstrate acceptability. A Substitution Request Form, found in Section 01631 – PRODUCT SUBSTITUTIONS must be received in the Architect's office seven (7) days prior to Bid Date. Request for substitutions other than as qualified above will not be considered.

§ 3.3.2 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least seven (7) days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution, a detailed comparison of physical and performance characteristics of the proposed substitution product with the specified product, including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

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

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

#### § 3.4 ADDENDA

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

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

§ 3.4.3 Addenda will be issued no later than three (3) business days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid. Failure to make this acknowledgment may subject Bidder to disqualification.

### ARTICLE 4 BIDDING PROCEDURES

#### § 4.1 PREPARATION OF BIDS

§ 4.1.1 Bids shall be submitted on the forms included with the Bidding Documents without modification, alteration or reservation. Bids not on this form will be rejected.

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

§ 4.1.3 Bid shall state a total lump sum price to do all work described in the Bidding Documents under a single contract. Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

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

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change." The work described in the Bidding Documents for such items, including overhead, profit, and the cost of all changes required from Base Bid conditions, shall be included in order to incorporate such work described.

§ 4.1.6 Bid forms shall be submitted in duplicate, each fully executed and signed.

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

#### § 4.2 BID SECURITY

§ 4.2.1 Each Bid shall be accompanied by a bid security in the form of a Bid Bond written on AIA Document A310 in an amount at least equal to five percent (5%) of Bidder's proposal, including all additive alternates.

§ 4.2.2 Bid security is required as a guarantee that Bidder will enter into a written contract and furnish performance, payment and statutory bonds within the time and in form as specified in these Contract Document and if successful Bidder fails to do so, bid security will be retained by Owner. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the bid security shall be paid to the Owner as liquidated damages, not as a penalty.



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

#### § 4.3 SUBMISSION OF BIDS

§ 4.3.1 All copies of the Bid, the bid security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. The Bid Number, Date and Time of Bid Opening shall be identified and included on the opaque envelope. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof. Each Bid shall be accompanied by a completed Contractor's qualification statement executed on AIA Document A305.

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

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

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

#### § 4.4 MODIFICATION OR WITHDRAWAL OF BID

§ 4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder for a period of sixty (60) days.

§ 4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Any such written request must be contained in a sealed envelope which is plainly marked "Modification of Bid on (project title and bid date)"; or by telegram to be received prior to Bid date and time. If by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

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

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

#### ARTICLE 5 CONSIDERATION OF BIDS

##### § 5.1 OPENING OF BIDS

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

##### § 5.2 REJECTION OF BIDS

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

##### § 5.3 ACCEPTANCE OF BID (AWARD)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests. In awarding the Contract, the Owner may take into consideration the Bidder's skill, facilities, capacity, experience, responsibility, previous work record and financial standing; and the necessity for prompt and efficient completion of the work herein described. Inability of any Bidder to meet the requirements of the Owner may be cause for rejection of the Bid.

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

§ 5.3.3 Owner shall have the right to award the Contract within sixty (60) calendar days immediately following the actual date of Bid opening.

§ 5.3.4 Bidder to whom award of Contract is made shall execute an Agreement with the Owner within seven (7) days.

§ 5.3.4.1 The Owner will prepare and forward four (4) original drafts of the Agreement to the successful Bidder. Bidder shall return properly executed drafts of these Documents. Bidder shall provide Contract bonds to the Owner within seven (7) consecutive calendar days after receipt of executed Contract.

§ 5.3.4.2 Any successful Bidder which is a corporation organized in a state other than Kansas shall furnish, at its costs, to the Owner a properly certified copy of its current Certificate of Authority and License to do business in the State of Kansas. The Agreement will not be executed by the Owner unless a current certificate is already on file with the Owner.

§ 5.3.4.3 Any successful Bidder which is a corporation organized in the State of Kansas shall furnish, at its own cost, to the Owner, if requested, a Certificate of Good Standing issued by the Secretary of State, such certificate to remain on file with the Owner.

## ARTICLE 6 POST-BID INFORMATION

### § 6.1 CONTRACTOR'S QUALIFICATION STATEMENT

*(Paragraph deleted)*

### § 6.2 OWNER'S FINANCIAL CAPABILITY

*(Paragraph deleted)*

### § 6.3 SUBMITTALS

§ 6.3.1 The Bidder shall, within seven (7) working days of notification of selection for the award of a contract for the work, submit to the Owner and Architect the following information:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work;
- .3 a list of subcontractor or other persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work; and
- .4 the schedule of values that identifies bid amounts for the categories of work.

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

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

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

## ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

### § 7.1 BOND REQUIREMENTS

§ 7.1.1 The Bidder shall furnish bonds covering the faithful performance of the Contract, payment of all obligations arising thereunder and Statutory Bond. Bonds shall be furnished through the same source as furnished the Bid Bond.

§ 7.1.2 The furnishing of such bonds is stipulated in the Bidding Documents and the cost shall be included in the Bid.

**§ 7.1.3**

**§ 7.2 TIME OF DELIVERY AND FORM OF BONDS**

**§ 7.2.1** The Bidder shall deliver the required bonds to the Owner not later than seven (7) days following the date of receipt of executed Contract.

**§ 7.2.2** Performance and Payment bonds shall be written on AIA Document A312, Performance Bond and Payment Bond. Statutory Bonds shall be in compliance with the requirements of Kansas law and filed with the Clerk of the District Court. Bonds shall be written in the amount of not less than the Contract Sum.

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

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

**ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

**§ 8.1** The Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum, as amended.

**§ 8.2 TIME OF CONTRACT COMPLETION**

**§ 8.2.1** Based on the award of the Contract within sixty (60) days after the actual date of Bid opening and contingent on Shawnee Mission School Board's approval of the Contract, all work required under the Contract shall be substantially completed on \_\_\_\_\_. If approval and notice to proceed does not occur by \_\_\_\_\_, the date of substantial completion will be adjusted. Refer to Supplementary Conditions Article 8 for provisions for the assessment of liquidated damages.



# Additions and Deletions Report for AIA® Document A701™ – 1997

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:19:41 on 01/03/2014.

## PAGE 1

*(Name and location or ~~address~~ address):*

...

*(~~Name, legal status and address~~) (Name and address):*

Shawnee Mission U.S.D. No. 512

7235 Antioch

Shawnee Mission, KS 66204

...

*(~~Name, legal status and address~~) (Name and address):*

## ~~TABLE OF ARTICLES~~TABLE OF ARTICLES

## PAGE 2

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

...

§ 1.10 A Statutory Bond (also referred to as a Public Works Bond) is a bond provided by the contractor. Whenever any public official, under the laws of the state, enters into a contract in any sum exceeding Ten Thousand and No/100 Dollars (\$10,000.00) with any person or persons for the purpose of making any public improvements, or constructing any public building or making repairs on the same, such officer shall take, from the party contracted with, a bond to the state of Kansas with good and sufficient sureties in a sum not less than the sum total in the contract, conditioned that such contractor or the 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 such public buildings or in making such public improvements.

...

§ 2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception. The Bidder will not later request and will not later expect to receive additional payment for Work related to conditions which could have been determined by examination of the site and the Bidding Documents.

## PAGE 3

§ 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten (10) days after receipt of Bids. The deposit will be retained in full if the Bidder fails to return the Bidding Documents within ten (10) days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.

...

§ 3.3.1 The Unless specifically noted by exception as sole source or propriety, the materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. Reference in the specifications to any product, material, type or form of construction shall establish a minimum standard of quality and shall not be construed as limiting competition. Reference to standard specifications for basic materials shall not be modified for any substitutions proposed. Proposed substitutions shall be submitted no later than seven (7) days prior to Bid Date. Submittal shall clearly describe the substitution for which approval is requested, including all data necessary to demonstrate acceptability. A Substitution Request Form, found in Section 01631 – PRODUCT SUBSTITUTIONS must be received in the Architect's office seven (7) days prior to Bid Date. Request for substitutions other than as qualified above will not be considered.

§ 3.3.2 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ~~ten~~ seven (7) days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution, a detailed comparison of physical and performance characteristics of the proposed substitution product with the specified product, including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

#### PAGE 4

§ 3.4.3 Addenda will be issued no later than ~~four~~ three (3) business days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid. Failure to make this acknowledgment may subject Bidder to disqualification.

...

§ 4.1.1 Bids shall be submitted on the forms included with the Bidding Documents. Documents without modification, alteration or reservation. Bids not on this form will be rejected.

...

§ 4.1.3 Bid shall state a total lump sum price to do all work described in the Bidding Documents under a single contract. Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

...

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change." The work described in the Bidding Documents for such items, including overhead, profit, and the cost of all changes required from Base Bid conditions, shall be included in order to incorporate such work described.



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

...

§ 4.2.1 Each Bid shall be accompanied by a bid security in the form and amount required if so stipulated in the Instructions to Bidders. The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. The amount of the bid security shall not be forfeited to the Owner in the event the Owner fails to comply with Section 6.2 of a Bid Bond written on AIA Document A310 in an amount at least equal to five percent (5%) of Bidder's proposal, including all additive alternates.

§ 4.2.2 If a surety bond is required, it shall be written on AIA Document A310, Bid Bond, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney. Bid security is required as a guarantee that Bidder will enter into a written contract and furnish performance, payment and statutory bonds within the time and in form as specified in these Contract Document and if successful Bidder fails to do so, bid security will be retained by Owner. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the bid security shall be paid to the Owner as liquidated damages, not as a penalty.

#### PAGE 5

§ 4.3.1 All copies of the Bid, the bid security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. The Bid Number, Date and Time of Bid Opening shall be identified and included on the opaque envelope. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof. Each Bid shall be accompanied by a completed Contractor's qualification statement executed on AIA Document A305.

...

§ 4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder ~~during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid for a period of sixty (60) days.~~

§ 4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. ~~Such notice shall be in writing over the signature of the Bidder. Written~~ Any such written request must be contained in a sealed envelope which is plainly marked "Modification of Bid on (project title and bid date)"; or by telegram to be received prior to Bid date and time. ~~If by telegram, written confirmation over the signature of the Bidder shall be received, and date and time stamped by the receiving party mailed and postmarked on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.~~

...

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

...

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests. In awarding the Contract, the Owner may take into consideration the Bidder's skill, facilities, capacity, experience, responsibility, previous work record and financial standing; and the necessity for prompt and efficient completion of the work herein described. Inability of any Bidder to meet the requirements of the Owner may be cause for rejection of the Bid.

PAGE 6

§ 5.3.3 Owner shall have the right to award the Contract within sixty (60) calendar days immediately following the actual date of Bid opening.

§ 5.3.4 Bidder to whom award of Contract is made shall execute an Agreement with the Owner within seven (7) days.

§ 5.3.4.1 The Owner will prepare and forward four (4) original drafts of the Agreement to the successful Bidder. Bidder shall return properly executed drafts of these Documents Bidder shall provide Contract bonds to the Owner within seven (7) consecutive calendar days after receipt of executed Contract.

§ 5.3.4.2 Any successful Bidder which is a corporation organized in a state other than Kansas shall furnish, at its costs, to the Owner a properly certified copy of its current Certificate of Authority and License to do business in the State of Kansas. The Agreement will not be executed by the Owner unless a current certificate is already on file with the Owner.

§ 5.3.4.3 Any successful Bidder which is a corporation organized in the State of Kansas shall furnish, at its own cost, to the Owner, if requested, a Certificate of Good Standing issued by the Secretary of State, such certificate to remain on file with the Owner.

...

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

...

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

...

§ 6.3.1 The Bidder shall, ~~as soon as practicable or as stipulated in the Bidding Documents, after within seven (7) working days of notification of selection for the award of a Contract, furnish to the Owner through the Architect in writing; contract for the work, submit to the Owner and Architect the following information:~~

...

- .2 names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work; and
- .3 ~~names of a list of subcontractor or other~~ persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work; and



.4 the schedule of values that identifies bid amounts for the categories of work.

...

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

...

§ 7.1.1 ~~If stipulated in the Bidding Documents, the~~ The Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. ~~Bonds may be secured through the Bidder's usual sources. Contract, payment of all obligations arising thereunder and Statutory Bond. Bonds shall be furnished through the same source as furnished the Bid Bond.~~

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

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

#### PAGE 7

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than ~~three days following the date of execution of the Contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.~~ seven (7) days following the date of receipt of executed Contract.

§ 7.2.2 ~~Unless otherwise provided, the Performance and Payment bonds shall be written on AIA Document A312, Performance Bond and Payment Bond. Both bonds Statutory Bonds shall be in compliance with the requirements of Kansas law and filed with the Clerk of the District Court. Bonds shall be written in the amount of not less than the Contract Sum.~~

...

~~Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.~~ § 8.1 The Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum, as amended.

#### § 8.2 TIME OF CONTRACT COMPLETION

§ 8.2.1 Based on the award of the Contract within sixty (60) days after the actual date of Bid opening and contingent on Shawnee Mission School Board's approval of the Contract, all work required under the Contract shall be substantially completed on \_\_\_\_\_ . If approval and notice to proceed does not occur by \_\_\_\_\_, the date of substantial completion will be adjusted. Refer to Supplementary Conditions Article 8 for provisions for the assessment of liquidated damages.



## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Sherman A. Botts, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:19:41 on 01/03/2014 under Order No. 3789126235\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A701™ – 1997, Instructions to Bidders, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*



DOCUMENT 004200A - BID PROPOSAL – BELINDER ELEMENTARY SCHOOL

Proposal of \_\_\_\_\_ (hereinafter called "Bidder"), organized and existing under the laws of the State of \_\_\_\_\_, doing business as a corporation, a partnership, an individual (*circle one*) to the **Board of Education, School District of Shawnee Mission, Kansas** (hereinafter called "Owner").

1. In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for the **SHAWNEE MISSION SCHOOL DISTRICT – BELINDER ELEMENTARY SCHOOL ASPHALT IMPROVEMNTS** in strict accordance with the Contract Documents, within the time set forth herein and at the prices stated below.

2. The Bidder hereby understands that time is of the essence on this project and is aware of the following critical completion dates:

**ALL work for each school SHALL BE SUBSTANTIALLY COMPLETE by no later than July 21, 2017.**

**ALL Punch List work for each school SHALL BE COMPLETED by no later than August 4, 2017.**

3. The Bidder hereby understands that Liquidated Damages for the delay in completions (Refer to Section 001100, INVITATION TO BID, Item No. 1.7) shall be **\$500 per calendar day.**

4. By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

5. Bidder acknowledges receipt of the following ADDENDA: \_\_\_\_\_.

6. 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 noted above, the receipt of which is hereby acknowledged), for the lump sums hereinafter specified.

7. **BASE BID 01A – BELINDER ELEMENTARY SCHOOL – PARKING LOTS AND DRIVE LANES:**  
Bidder agrees to perform all the work described in the Contract Documents for **SHAWNEE MISSION SCHOOL DISTRICT – BELINDER ELEMENTARY SCHOOL ASPHALT IMPROVEMENTS – PARKING LOTS AND DRIVE LANES** for the lump sum total of:

\_\_\_\_\_ Dollars and \_\_\_\_\_ cents.

\$ \_\_\_\_\_.

8. **BASE BID 01B – BELINDER ELEMENTARY SCHOOL – PLAYGROUNDS AND TRAILS:**  
Bidder agrees to perform all the work described in the Contract Documents for **SHAWNEE MISSION SCHOOL DISTRICT – BELINDER ELEMENTARY SCHOOL ASPHALT IMPROVEMENTS – PLAYGROUNDS AND TRAILS** for the lump sum total of:

\_\_\_\_\_ Dollars and \_\_\_\_\_ cents.

\$ \_\_\_\_\_.

9. **AMOUNTS FOR UNIT PRICES:**

Bidder propose to base adjustments in the Contract Sum, if ordered by Architect during the Contract Time, on the unit prices listed below. These prices constitute full compensation or credit for the complete provision and installation for each item listed based solely on Work in place. The Unit Prices as stated include all necessary appurtenances and connections required to complete the Work in place, insurance, overhead, profit, and superintendence.

Unit Price 01: Crack Repair \$ \_\_\_\_\_ / LF

Unit Price 02: Full Depth Asphalt Repair \$ \_\_\_\_\_ / SY

10. **ALLOWANCES:**

Bidder agrees to include in the Base Bid amount the following allowances, as called for by the above documents.

Allowance 1: Contingency Allowances: \$20,000

11. **COMPLETION OF THE WORK:**

If we are notified of the acceptance of the Base Bid of this Proposal within ninety (90) days after the above date, we agree to execute a Contract for the above Work, for the above stated compensation in the form of the Standard Agreement Between Owner and Contractor, AIA Document A101-2007, of the American Institute of Architects, as modified by Owner.

12. **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.

13. **CHANGES IN THE WORK:**

Changes in the Work shall be as established in the Contract Documents. The Undersigned agrees that his net fees shall set forth below, include Overhead, Profit, and General Requirements (including but not limited to; insurance and bonds.) The following fees shall be used for Lump Sum pricing and actual cost pricing of additions and deletions to that work included in the Bid, namely:

	<u>Profit &amp; Overhead</u>	<u>Not to Exceed</u>
A. To Contractor for work performed by his/her own forces.	_____ %	10%
B. To Contractor for work performed by other than his/her own forces.	_____ %	5%
C. To Subcontractor for work performed by his/her own forces.	_____ %	10%
D. To Subcontractor for work performed by other than his/her own forces.	_____ %	5%

14. The bidder hereby certifies that the following subcontractors will be used in the performance of the work on each or both projects. **ALL General Contractors MUST furnish a copy of their proposed Sub-Contractor List by 4:00 PM CDT on bid day to be considered as valid. If not submitted at the time of Bidding, the list may be delivered, emailed to Justin Durham (jdurham@hollisandmiller.com) to the A/E offices, but must be received by no later than the time listed above.**
15. The undersigned further acknowledges that the he has familiarized himself with local conditions affecting the cost of the work at each place where the work is to be done.
16. In submitting this bid, the undersigned agrees:
1. To furnish all material, labor, tools, expendable equipment, and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all the work required in accord with the bid documents.
  2. To hold his bid open for ninety (90) days after the receipt of bids and to accept the provisions of the instructions to bidders regarding disposition of bid security.
  3. To commence the work upon receipt of Notice to Proceed, and to substantially complete the work not later than the dates set forth on the Invitation to Bid. (see specifications)
  4. To accept the assessment of liquidated damages as noted for each calendar day following the substantial completion dates listed above. (see specifications)
  5. All materials to be non-proprietary, as specified, or approved equal as noted in specifications.
13. In submitting this bid, the undersigned further agrees:
1. 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.
  2. 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.
  3. In all solicitations or advertisements for employees, Bidder shall include the phrase, "equal opportunity employer", or similar phrase approved by the Owner.
  4. 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.
  5. 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.
  6. 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

17. In submitting this bid, it is understood that the right to reject any and all bids and to waive irregularities in this bidding has been reserved by the Owner.

Date this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

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

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

\_\_\_\_\_  
Area Code / Telephone Number

SUB-CONTRACTOR LIST

(If None, So State)

Name and Address of Subcontractor

Work to be Performed

*Attach Separate Sheet if necessary*

**RESPECTFULLY SUBMITTED:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (Please type or write clearly)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

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

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Street

\_\_\_\_\_  
Email address

\_\_\_\_\_  
City, State, Zip Code    License number (if applicable)

\_\_\_\_\_  
SEAL - (if BID is by a corporation)

**END OF BID PROPOSAL**





DOCUMENT 004200B – BID PROPOSAL – HIGHLANDS ELEMENTARY SCHOOL

Proposal of \_\_\_\_\_ (hereinafter called "Bidder"), organized and existing under the laws of the State of \_\_\_\_\_, doing business as a corporation, a partnership, an individual (*circle one*) to the **Board of Education, School District of Shawnee Mission, Kansas** (hereinafter called "Owner").

1. In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for the **SHAWNEE MISSION SCHOOL DISTRICT – HIGHLANDS ELEMENTARY ASPHALT IMPROVEMNTS** in strict accordance with the Contract Documents, within the time set forth herein and at the prices stated below.

2. The Bidder hereby understands that time is of the essence on this project and is aware of the following critical completion dates:

**ALL work for each school SHALL BE SUBSTANTIALLY COMPLETE by no later than July 21, 2017.**

**ALL Punch List work for each school SHALL BE COMPLETED by no later than August 4, 2017.**

3. The Bidder hereby understands that Liquidated Damages for the delay in completions (Refer to Section 001100, INVITATION TO BID, Item No. 1.7) shall be **\$500 per calendar day**.

4. By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

5. Bidder acknowledges receipt of the following ADDENDA: \_\_\_\_\_.

6. 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 noted above, the receipt of which is hereby acknowledged), for the lump sums hereinafter specified.

7. **BASE BID 01A – HIGHLANDS ELEMENTARY SCHOOL – PARKING LOTS AND DRIVE LANES:**  
Bidder agrees to perform all the work described in the Contract Documents for **SHAWNEE MISSION SCHOOL DISTRICT – HIGHLANDS ELEMENTARY SCHOOL ASPHALT IMPROVEMENTS – PARKING LOTS AND DRIVE LANES** for the lump sum total of:

\_\_\_\_\_ Dollars and \_\_\_\_\_ cents.

\$ \_\_\_\_\_.

8. **BASE BID 01B – HIGHLANDS ELEMENTARY SCHOOL – PLAYGROUNDS AND TRAILS:**  
Bidder agrees to perform all the work described in the Contract Documents for **SHAWNEE MISSION SCHOOL DISTRICT – HIGHLANDS ELEMENTARY SCHOOL ASPHALT IMPROVEMENTS – PLAYGROUNDS AND TRAILS** for the lump sum total of:

\_\_\_\_\_ Dollars and \_\_\_\_\_ cents.

\$ \_\_\_\_\_.

9. **AMOUNTS FOR UNIT PRICES:**

Bidder propose to base adjustments in the Contract Sum, if ordered by Architect during the Contract Time, on the unit prices listed below. These prices constitute full compensation or credit for the complete provision and installation for each item listed based solely on Work in place. The Unit Prices as stated include all necessary appurtenances and connections required to complete the Work in place, insurance, overhead, profit, and superintendence.

Unit Price 01: Crack Repair \$ \_\_\_\_\_ / LF

Unit Price 02: Full Depth Asphalt Repair \$ \_\_\_\_\_ / SY

10. **ALLOWANCES:**

Bidder agrees to include in the Base Bid amount the following allowances, as called for by the above documents.

Allowance 1: Contingency Allowances: \$20,000

11. **COMPLETION OF THE WORK:**

If we are notified of the acceptance of the Base Bid of this Proposal within ninety (90) days after the above date, we agree to execute a Contract for the above Work, for the above stated compensation in the form of the Standard Agreement Between Owner and Contractor, AIA Document A101-2007, of the American Institute of Architects, as modified by Owner.

12. **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.

13. **CHANGES IN THE WORK:**

Changes in the Work shall be as established in the Contract Documents. The Undersigned agrees that his net fees shall set forth below, include Overhead, Profit, and General Requirements (including but not limited to; insurance and bonds.) The following fees shall be used for Lump Sum pricing and actual cost pricing of additions and deletions to that work included in the Bid, namely:

	<u>Profit &amp; Overhead</u>	<u>Not to Exceed</u>
A. To Contractor for work performed by his/her own forces.	_____ %	10%
B. To Contractor for work performed by other than his/her own forces.	_____ %	5%
C. To Subcontractor for work performed by his/her own forces.	_____ %	10%
D. To Subcontractor for work performed by other than his/her own forces.	_____ %	5%

14. The bidder hereby certifies that the following subcontractors will be used in the performance of the work on each or both projects. **ALL General Contractors MUST furnish a copy of their proposed Sub-Contractor List by 4:00 PM CDT on bid day to be considered as valid. If not submitted at the time of Bidding, the list may be delivered, emailed Justin Durham (jdurham@hollisandmiller.com) to the A/E offices, but must be received by no later than the time listed above.**

15. The undersigned further acknowledges that the he has familiarized himself with local conditions affecting the cost of the work at each place where the work is to be done.

16. In submitting this bid, the undersigned agrees:

1. To furnish all material, labor, tools, expendable equipment, and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all the work required in accord with the bid documents.
2. To hold his bid open for ninety (90) days after the receipt of bids and to accept the provisions of the instructions to bidders regarding disposition of bid security.
3. To commence the work upon receipt of Notice to Proceed, and to substantially complete the work not later than the dates set forth on the Invitation to Bid. (see specifications)
4. To accept the assessment of liquidated damages as noted for each calendar day following the substantial completion dates listed above. (see specifications)
5. All materials to be non-proprietary, as specified, or approved equal as noted in specifications.

13. In submitting this bid, the undersigned further agrees:

1. 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.

2. 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.
3. In all solicitations or advertisements for employees, Bidder shall include the phrase, "equal opportunity employer", or similar phrase approved by the Owner.
4. 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.
5. 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.
6. 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

17. In submitting this bid, it is understood that the right to reject any and all bids and to waive irregularities in this bidding has been reserved by the Owner.

Date this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

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

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

\_\_\_\_\_  
Area Code / Telephone Number

SUB-CONTRACTOR LIST

(If None, So State)

Name and Address of Subcontractor

Work to be Performed

*Attach Separate Sheet if necessary*

**RESPECTFULLY SUBMITTED:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (Please type or write clearly)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

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

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Street

\_\_\_\_\_  
Email address

\_\_\_\_\_  
City, State, Zip Code    License number (if applicable)

\_\_\_\_\_  
SEAL - (if BID is by a corporation)

**END OF BID PROPOSAL**



DOCUMENT 004200C - BID PROPOSAL – HORIZONS HIGH SCHOOL

Proposal of \_\_\_\_\_ (hereinafter called "Bidder"), organized and existing under the laws of the State of \_\_\_\_\_, doing business as a corporation, a partnership, an individual (*circle one*) to the **Board of Education, School District of Shawnee Mission, Kansas** (hereinafter called "Owner").

1. In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for the **SHAWNEE MISSION SCHOOL DISTRICT – HORIZONS HIGH SCHOOL ASPHALT IMPROVEMENTS** in strict accordance with the Contract Documents, within the time set forth herein and at the prices stated below.
2. The Bidder hereby understands that time is of the essence on this project and is aware of the following critical completion dates:

**ALL work for each school SHALL BE SUBSTANTIALLY COMPLETE by no later than July 21, 2017.**

**ALL Punch List work for each school SHALL BE COMPLETED by no later than August 4, 2017.**

3. The Bidder hereby understands that Liquidated Damages for the delay in completions (Refer to Section 001100, INVITATION TO BID, Item No. 1.7) shall be **\$500 per calendar day**.
4. By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.
5. Bidder acknowledges receipt of the following ADDENDA: \_\_\_\_\_.
6. 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 noted above, the receipt of which is hereby acknowledged), for the lump sums hereinafter specified.
7. **BASE BID 01A – HORIZONS HIGH SCHOOL – PARKING LOTS AND DRIVE LANES:**  
Bidder agrees to perform all the work described in the Contract Documents for **SHAWNEE MISSION SCHOOL DISTRICT – HORIZONS HIGH SCHOOL ASPHALT IMPROVEMENTS – PARKING LOTS AND DRIVE LANES** for the lump sum total of:

\_\_\_\_\_ Dollars and \_\_\_\_\_ cents.

\$ \_\_\_\_\_  
.

8. **BASE BID 01B – HORIZONS HIGH SCHOOL – PLAYGROUNDS AND TRAILS:**  
Bidder agrees to perform all the work described in the Contract Documents for **SHAWNEE MISSION SCHOOL DISTRICT – HORIZONS HIGH SCHOOL ASPHALT IMPROVEMENTS – PLAYGROUNDS AND TRAILS** for the lump sum total of:

\_\_\_\_\_ Dollars and \_\_\_\_\_ cents.

\$ \_\_\_\_\_

9. **AMOUNTS FOR UNIT PRICES:**  
Bidder propose to base adjustments in the Contract Sum, if ordered by Architect during the Contract Time, on the unit prices listed below. These prices constitute full compensation or credit for the complete provision and installation for each item listed based solely on Work in place. The Unit Prices as stated include all necessary appurtenances and connections required to complete the Work in place, insurance, overhead, profit, and superintendence.

Unit Price 01: Crack Repair \$ \_\_\_\_\_ / LF

Unit Price 02: Full Depth Asphalt Repair \$ \_\_\_\_\_ / SY

10. **ALLOWANCES:**

Bidder agrees to include in the Base Bid amount the following allowances, as called for by the above documents.

Allowance 1: Contingency Allowances: \$20,000

11. **COMPLETION OF THE WORK:**

If we are notified of the acceptance of the Base Bid of this Proposal within ninety (90) days after the above date, we agree to execute a Contract for the above Work, for the above stated compensation in the form of the Standard Agreement Between Owner and Contractor, AIA Document A101-2007, of the American Institute of Architects, as modified by Owner.

12. **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.

13. **CHANGES IN THE WORK:**

Changes in the Work shall be as established in the Contract Documents. The Undersigned agrees that his net fees shall set forth below, include Overhead, Profit, and General Requirements (including but not limited to; insurance and bonds.) The following fees shall be used for Lump Sum pricing and actual cost pricing of additions and deletions to that work included in the Bid, namely:

	<u>Profit &amp; Overhead</u>	<u>Not to Exceed</u>
A. To Contractor for work performed by his/her own forces.	_____ %	10%
B. To Contractor for work performed by other than his/her own forces.	_____ %	5%
C. To Subcontractor for work performed by his/her own forces.	_____ %	10%
D. To Subcontractor for work performed by other than his/her own forces.	_____ %	5%

14. The bidder hereby certifies that the following subcontractors will be used in the performance of the work on each or both projects. **ALL General Contractors MUST furnish a copy of their proposed Sub-Contractor List by 4:00 PM CDT on bid day to be considered as valid. If not submitted at the time of Bidding, the list may be delivered, emailed Justin Durham (jdurham@hollisandmiller.com) to the A/E offices, but must be received by no later than the time listed above.**

15. The undersigned further acknowledges that the he has familiarized himself with local conditions affecting the cost of the work at each place where the work is to be done.

16. In submitting this bid, the undersigned agrees:

1. To furnish all material, labor, tools, expendable equipment, and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all the work required in accord with the bid documents.
2. To hold his bid open for ninety (90) days after the receipt of bids and to accept the provisions of the instructions to bidders regarding disposition of bid security.
3. To commence the work upon receipt of Notice to Proceed, and to substantially complete the work not later than the dates set forth on the Invitation to Bid. (see specifications)
4. To accept the assessment of liquidated damages as noted for each calendar day following the substantial completion dates listed above. (see specifications)
5. All materials to be non-proprietary, as specified, or approved equal as noted in specifications.

17. In submitting this bid, the undersigned further agrees:

1. 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.



2. 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.
3. In all solicitations or advertisements for employees, Bidder shall include the phrase, "equal opportunity employer", or similar phrase approved by the Owner.
4. 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.
5. 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.
6. 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

17. In submitting this bid, it is understood that the right to reject any and all bids and to waive irregularities in this bidding has been reserved by the Owner.

Date this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

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

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

\_\_\_\_\_  
Area Code / Telephone Number

SUB-CONTRACTOR LIST

(If None, So State)

Name and Address of Subcontractor

Work to be Performed

*Attach Separate Sheet if necessary*

**RESPECTFULLY SUBMITTED:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (Please type or write clearly)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

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

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Street

\_\_\_\_\_  
Email address

\_\_\_\_\_  
City, State, Zip Code    License number (if applicable)

\_\_\_\_\_  
SEAL - (if BID is by a corporation)

**END OF BID PROPOSAL**



DOCUMENT 004200D – BID PROPOSAL – INDIAN HILLS MIDDLE SCHOOL

Proposal of \_\_\_\_\_ (hereinafter called "Bidder"), organized and existing under the laws of the State of \_\_\_\_\_, doing business as a corporation, a partnership, an individual (*circle one*) to the **Board of Education, School District of Shawnee Mission, Kansas** (hereinafter called "Owner").

1. In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for the **SHAWNEE MISSION SCHOOL DISTRICT – INDIAN HILLS MIDDLE SCHOOL ASPHALT IMPROVEMENTS** in strict accordance with the Contract Documents, within the time set forth herein and at the prices stated below.
2. The Bidder hereby understands that time is of the essence on this project and is aware of the following critical completion dates:
  - a. **ALL work for each school SHALL BE SUBSTANTIALLY COMPLETE by no later than July 21, 2017.**
  - b. **ALL Punch List work for each school SHALL BE COMPLETED by no later than August 4, 2017.**
3. The Bidder hereby understands that Liquidated Damages for the delay in completions (Refer to Section 001100, INVITATION TO BID, Item No. 1.7) shall be **\$500 per calendar day**.
4. By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.
5. Bidder acknowledges receipt of the following ADDENDA: \_\_\_\_\_.
6. 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 noted above, the receipt of which is hereby acknowledged), for the lump sums hereinafter specified.
7. **BASE BID 01A – INDIAN HILLS MIDDLE SCHOOL – PARKING LOTS AND DRIVE LANES:**  
Bidder agrees to perform all the work described in the Contract Documents for **SHAWNEE MISSION SCHOOL DISTRICT – INDIAN HILLS MIDDLE SCHOOL ASPHALT IMPROVEMENTS – PARKING LOTS AND DRIVE LANES** for the lump sum total of:

\_\_\_\_\_ Dollars and \_\_\_\_\_ cents.

\$ \_\_\_\_\_.

8. **BASE BID 01B – INDIAN HILLS MIDDLE SCHOOL – PLAYGROUNDS AND TRAILS:**  
Bidder agrees to perform all the work described in the Contract Documents for **SHAWNEE MISSION SCHOOL DISTRICT – INDIAN HILLS MIDDLE SCHOOL ASPHALT IMPROVEMENTS – PLAYGROUNDS AND TRAILS** for the lump sum total of:

\_\_\_\_\_ Dollars and \_\_\_\_\_ cents.

\$ \_\_\_\_\_.

9. **AMOUNTS FOR UNIT PRICES:**

Bidder propose to base adjustments in the Contract Sum, if ordered by Architect during the Contract Time, on the unit prices listed below. These prices constitute full compensation or credit for the complete provision and installation for each item listed based solely on Work in place. The Unit Prices as stated include all necessary appurtenances and connections required to complete the Work in place, insurance, overhead, profit, and superintendence.

Unit Price 01: Crack Repair \$ \_\_\_\_\_ / LF

Unit Price 02: Full Depth Asphalt Repair \$ \_\_\_\_\_ / SY

10. **ALLOWANCES:**

Bidder agrees to include in the Base Bid amount the following allowances, as called for by the above documents.

Allowance 1: Contingency Allowances: \$20,000

11. **COMPLETION OF THE WORK:**

If we are notified of the acceptance of the Base Bid of this Proposal within ninety (90) days after the above date, we agree to execute a Contract for the above Work, for the above stated compensation in the form of the Standard Agreement Between Owner and Contractor, AIA Document A101-2007, of the American Institute of Architects, as modified by Owner.

12. **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.

13. **CHANGES IN THE WORK:**

Changes in the Work shall be as established in the Contract Documents. The Undersigned agrees that his net fees shall set forth below, include Overhead, Profit, and General Requirements (including but not limited to; insurance and bonds.) The following fees shall be used for Lump Sum pricing and actual cost pricing of additions and deletions to that work included in the Bid, namely:

	<u>Profit &amp; Overhead</u>	<u>Not to Exceed</u>
A. To Contractor for work performed by his/her own forces.	_____ %	10%
B. To Contractor for work performed by other than his/her own forces.	_____ %	5%
C. To Subcontractor for work performed by his/her own forces.	_____ %	10%
D. To Subcontractor for work performed by other than his/her own forces.	_____ %	5%

14. The bidder hereby certifies that the following subcontractors will be used in the performance of the work on each or both projects. **ALL General Contractors MUST furnish a copy of their proposed Sub-Contractor List by 4:00 PM CDT on bid day to be considered as valid. If not submitted at the time of Bidding, the list may be delivered, emailed Justin Durham (jdurham@hollisandmiller.com) to the A/E offices, but must be received by no later than the time listed above.**

15. The undersigned further acknowledges that the he has familiarized himself with local conditions affecting the cost of the work at each place where the work is to be done.

16. In submitting this bid, the undersigned agrees:

1. To furnish all material, labor, tools, expendable equipment, and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all the work required in accord with the bid documents.
2. To hold his bid open for ninety (90) days after the receipt of bids and to accept the provisions of the instructions to bidders regarding disposition of bid security.
3. To commence the work upon receipt of Notice to Proceed, and to substantially complete the work not later than the dates set forth on the Invitation to Bid. (see specifications)
4. To accept the assessment of liquidated damages as noted for each calendar day following the substantial completion dates listed above. (see specifications)
5. All materials to be non-proprietary, as specified, or approved equal as noted in specifications.

17. In submitting this bid, the undersigned further agrees:

1. 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.

2. 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.
3. In all solicitations or advertisements for employees, Bidder shall include the phrase, "equal opportunity employer", or similar phrase approved by the Owner.
4. 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.
5. 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.
6. 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.

18. In submitting this bid, it is understood that the right to reject any and all bids and to waive irregularities in this bidding has been reserved by the Owner.

Date this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

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

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

\_\_\_\_\_  
Area Code / Telephone Number



SUB-CONTRACTOR LIST

(If None, So State)

Name and Address of Subcontractor

Work to be Performed

*Attach Separate Sheet if necessary*

**RESPECTFULLY SUBMITTED:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (Please type or write clearly)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

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

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Street

\_\_\_\_\_  
Email address

\_\_\_\_\_  
City, State, Zip Code    License number (if applicable)

\_\_\_\_\_  
SEAL - (if BID is by a corporation)

**END OF BID PROPOSAL**



DOCUMENT 004200E – BID PROPOSAL – PRAIRIE ELEMENTARY SCHOOL

Proposal of \_\_\_\_\_ (hereinafter called "Bidder"), organized and existing under the laws of the State of \_\_\_\_\_, doing business as a corporation, a partnership, an individual (*circle one*) to the **Board of Education, School District of Shawnee Mission, Kansas** (hereinafter called "Owner").

1. In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for the **SHAWNEE MISSION SCHOOL DISTRICT – PRAIRIE ELEMENTARY SCHOOL ASPHALT IMPROVEMENTS** in strict accordance with the Contract Documents, within the time set forth herein and at the prices stated below.
2. The Bidder hereby understands that time is of the essence on this project and is aware of the following critical completion dates:

**ALL work for each school SHALL BE SUBSTANTIALLY COMPLETE by no later than July 21, 2017.**

**ALL Punch List work for each school SHALL BE COMPLETED by no later than August 4, 2017.**

3. The Bidder hereby understands that Liquidated Damages for the delay in completions (Refer to Section 001100, INVITATION TO BID, Item No. 1.7) shall be **\$500 per calendar day**.
4. By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.
5. Bidder acknowledges receipt of the following ADDENDA: \_\_\_\_\_.

6. 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 noted above, the receipt of which is hereby acknowledged), for the lump sums hereinafter specified.

7. **BASE BID 01A – PRAIRIE ELEMENTARY SCHOOL – PARKING LOTS AND DRIVE LANES:**  
Bidder agrees to perform all the work described in the Contract Documents for **SHAWNEE MISSION SCHOOL DISTRICT – PRAIRIE ELEMENTARY SCHOOL ASPHALT IMPROVEMENTS – PARKING LOTS AND DRIVE LANES** for the lump sum total of:  
  
\_\_\_\_\_ Dollars and \_\_\_\_\_ cents.  
\$ \_\_\_\_\_.

8. **BASE BID 01B – PRAIRIE ELEMENTARY SCHOOL – PLAYGROUNDS AND TRAILS:**  
Bidder agrees to perform all the work described in the Contract Documents for **SHAWNEE MISSION SCHOOL DISTRICT – PRAIRIE ELEMENTARY SCHOOL ASPHALT IMPROVEMENTS – PLAYGROUNDS AND TRAILS** for the lump sum total of:  
  
\_\_\_\_\_ Dollars and \_\_\_\_\_ cents.  
\$ \_\_\_\_\_.

9. **AMOUNTS FOR UNIT PRICES**

Bidder propose to base adjustments in the Contract Sum, if ordered by Architect during the Contract Time, on the unit prices listed below. These prices constitute full compensation or credit for the complete provision and installation for each item listed based solely on Work in place. The Unit Prices as stated include all necessary appurtenances and connections required to complete the Work in place, insurance, overhead, profit, and superintendence.

Unit Price 01: Crack Repair \$ \_\_\_\_\_ / LF

Unit Price 02: Full Depth Asphalt Repair \$ \_\_\_\_\_ / SY

10. **ALLOWANCES:**

Bidder agrees to include in the Base Bid amount the following allowances, as called for by the above documents.

Allowance 1: Contingency Allowances: \$20,000

11. **COMPLETION OF THE WORK:**

If we are notified of the acceptance of the Base Bid of this Proposal within ninety (90) days after the above date, we agree to execute a Contract for the above Work, for the above stated compensation in the form of the Standard Agreement Between Owner and Contractor, AIA Document A101-2007, of the American Institute of Architects, as modified by Owner.

12. **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.

13. **CHANGES IN THE WORK:**

Changes in the Work shall be as established in the Contract Documents. The Undersigned agrees that his net fees shall set forth below, include Overhead, Profit, and General Requirements (including but not limited to; insurance and bonds.) The following fees shall be used for Lump Sum pricing and actual cost pricing of additions and deletions to that work included in the Bid, namely:

	<u>Profit &amp; Overhead</u>	<u>Not to Exceed</u>
A. To Contractor for work performed by his/her own forces.	_____ %	10%
B. To Contractor for work performed by other than his/her own forces.	_____ %	5%
C. To Subcontractor for work performed by his/her own forces.	_____ %	10%
D. To Subcontractor for work performed by other than his/her own forces.	_____ %	5%

14. The bidder hereby certifies that the following subcontractors will be used in the performance of the work on each or both projects. **ALL General Contractors MUST furnish a copy of their proposed Sub-Contractor List by 4:00 PM CDT on bid day to be considered as valid. If not submitted at the time of Bidding, the list may be delivered, emailed Justin Durham (jdurham@hollisandmiller.com) to the A/E offices, but must be received by no later than the time listed above.**

15. The undersigned further acknowledges that the he has familiarized himself with local conditions affecting the cost of the work at each place where the work is to be done.

16. In submitting this bid, the undersigned agrees:

1. To furnish all material, labor, tools, expendable equipment, and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all the work required in accord with the bid documents.
2. To hold his bid open for ninety (90) days after the receipt of bids and to accept the provisions of the instructions to bidders regarding disposition of bid security.
3. To commence the work upon receipt of Notice to Proceed, and to substantially complete the work not later than the dates set forth on the Invitation to Bid. (see specifications)
4. To accept the assessment of liquidated damages as noted for each calendar day following the substantial completion dates listed above. (see specifications)
5. All materials to be non-proprietary, as specified, or approved equal as noted in specifications.

17. In submitting this bid, the undersigned further agrees:

1. 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.

2. 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.
3. In all solicitations or advertisements for employees, Bidder shall include the phrase, "equal opportunity employer", or similar phrase approved by the Owner.
4. 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.
5. 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.
6. 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

17. In submitting this bid, it is understood that the right to reject any and all bids and to waive irregularities in this bidding has been reserved by the Owner.

Date this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

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

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

\_\_\_\_\_  
Area Code / Telephone Number

SUB-CONTRACTOR LIST

(If None, So State)

Name and Address of Subcontractor

Work to be Performed

*Attach Separate Sheet if necessary*

**RESPECTFULLY SUBMITTED:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (Please type or write clearly)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

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

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Street

\_\_\_\_\_  
Email address

\_\_\_\_\_  
City, State, Zip Code    License number (if applicable)

\_\_\_\_\_  
SEAL - (if BID is by a corporation)

**END OF BID PROPOSAL**





DOCUMENT 004200F - BID PROPOSAL – SHAWNEE MISSION EAST HIGH SCHOOL

Proposal of \_\_\_\_\_ (hereinafter called "Bidder"), organized and existing under the laws of the State of \_\_\_\_\_, doing business as a corporation, a partnership, an individual (*circle one*) to the **Board of Education, School District of Shawnee Mission, Kansas** (hereinafter called "Owner").

1. In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for the **SHAWNEE MISSION SCHOOL DISTRICT – EAST HIGH SCHOOL ASPHALT IMPROVEMENTS** in strict accordance with the Contract Documents, within the time set forth herein and at the prices stated below.

2. The Bidder hereby understands that time is of the essence on this project and is aware of the following critical completion dates:

**ALL work for each school SHALL BE SUBSTANTIALLY COMPLETE by no later than July 21, 2017.**

**ALL Punch List work for each school SHALL BE COMPLETED by no later than August 4, 2017.**

3. The Bidder hereby understands that Liquidated Damages for the delay in completions (Refer to Section 001100, INVITATION TO BID, Item No. 1.7) shall be **\$500 per calendar day**.

4. By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

5. Bidder acknowledges receipt of the following ADDENDA: \_\_\_\_\_.

6. 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 noted above, the receipt of which is hereby acknowledged), for the lump sums hereinafter specified.

7. **BASE BID 01A – SHAWNEE MISSION EAST HIGH SCHOOL – PARKING LOTS AND DRIVE LANES:**  
Bidder agrees to perform all the work described in the Contract Documents for **SHAWNEE MISSION SCHOOL DISTRICT – SHAWNEE MISSION EAST HIGH SCHOOL ASPHALT IMPROVEMENTS – PARKING LOTS AND DRIVE LANES** for the lump sum total of:

\_\_\_\_\_ Dollars and \_\_\_\_\_ cents.

\$ \_\_\_\_\_.

8. **BASE BID 01B – SHAWNEE MISSION EAST HIGH SCHOOL – PLAYGROUNDS AND TRAILS:**  
Bidder agrees to perform all the work described in the Contract Documents for **SHAWNEE MISSION SCHOOL DISTRICT – SHAWNEE MISSION EAST HIGH SCHOOL ASPHALT IMPROVEMENTS – PLAYGROUNDS AND TRAILS** for the lump sum total of:

\_\_\_\_\_ Dollars and \_\_\_\_\_ cents.

\$ \_\_\_\_\_.

9. **AMOUNTS FOR UNIT PRICES:**

Bidder propose to base adjustments in the Contract Sum, if ordered by Architect during the Contract Time, on the unit prices listed below. These prices constitute full compensation or credit for the complete provision and installation for each item listed based solely on Work in place. The Unit Prices as stated include all necessary appurtenances and connections required to complete the Work in place, insurance, overhead, profit, and superintendence.

Unit Price 01: Crack Repair \$ \_\_\_\_\_ / LF

Unit Price 02: Full Depth Asphalt Repair \$ \_\_\_\_\_ / SY

10. **ALLOWANCES:**

Bidder agrees to include in the Base Bid amount the following allowances, as called for by the above documents.

Allowance 1: Contingency Allowances: \$20,000

11. **COMPLETION OF THE WORK:**

If we are notified of the acceptance of the Base Bid of this Proposal within ninety (90) days after the above date, we agree to execute a Contract for the above Work, for the above stated compensation in the form of the Standard Agreement Between Owner and Contractor, AIA Document A101-2007, of the American Institute of Architects, as modified by Owner.

12. **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.

13. **CHANGES IN THE WORK:**

Changes in the Work shall be as established in the Contract Documents. The Undersigned agrees that his net fees shall set forth below, include Overhead, Profit, and General Requirements (including but not limited to; insurance and bonds.) The following fees shall be used for Lump Sum pricing and actual cost pricing of additions and deletions to that work included in the Bid, namely:

	<u>Profit &amp; Overhead</u>	<u>Not to Exceed</u>
A. To Contractor for work performed by his/her own forces.	_____ %	10%
B. To Contractor for work performed by other than his/her own forces.	_____ %	5%
C. To Subcontractor for work performed by his/her own forces.	_____ %	10%
D. To Subcontractor for work performed by other than his/her own forces.	_____ %	5%

14. The bidder hereby certifies that the following subcontractors will be used in the performance of the work on each or both projects. **ALL General Contractors MUST furnish a copy of their proposed Sub-Contractor List by 4:00 PM CDT on bid day to be considered as valid. If not submitted at the time of Bidding, the list may be delivered, emailed Justin Durham (jdurham@hollisandmiller.com) to the A/E offices, but must be received by no later than the time listed above.**

15. The undersigned further acknowledges that the he has familiarized himself with local conditions affecting the cost of the work at each place where the work is to be done.

16. In submitting this bid, the undersigned agrees:

1. To furnish all material, labor, tools, expendable equipment, and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all the work required in accord with the bid documents.
2. To hold his bid open for ninety (90) days after the receipt of bids and to accept the provisions of the instructions to bidders regarding disposition of bid security.
3. To commence the work upon receipt of Notice to Proceed, and to substantially complete the work not later than the dates set forth on the Invitation to Bid. (see specifications)
4. To accept the assessment of liquidated damages as noted for each calendar day following the substantial completion dates listed above. (see specifications)
5. All materials to be non-proprietary, as specified, or approved equal as noted in specifications.

17. In submitting this bid, the undersigned further agrees:

1. 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.

2. 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.
3. In all solicitations or advertisements for employees, Bidder shall include the phrase, "equal opportunity employer", or similar phrase approved by the Owner.
4. 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.
5. 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.
6. 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

17. In submitting this bid, it is understood that the right to reject any and all bids and to waive irregularities in this bidding has been reserved by the Owner.

Date this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

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

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

\_\_\_\_\_  
Area Code / Telephone Number

SUB-CONTRACTOR LIST

(If None, So State)

Name and Address of Subcontractor

Work to be Performed

*Attach Separate Sheet if necessary*

**RESPECTFULLY SUBMITTED:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (Please type or write clearly)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

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

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Street

\_\_\_\_\_  
Email address

\_\_\_\_\_  
City, State, Zip Code    License number (if applicable)

\_\_\_\_\_  
SEAL - (if BID is by a corporation)

**END OF BID PROPOSAL**



DOCUMENT 004200G - BID PROPOSAL – SHAWNEE MISSION NORTH HIGH SCHOOL

Proposal of \_\_\_\_\_ (hereinafter called "Bidder"), organized and existing under the laws of the State of \_\_\_\_\_, doing business as a corporation, a partnership, an individual (*circle one*) to the **Board of Education, School District of Shawnee Mission, Kansas** (hereinafter called "Owner").

1. In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for the **SHAWNEE MISSION SCHOOL DISTRICT – NORTH HIGH SCHOOL ASPHALT IMPROVEMENTS** in strict accordance with the Contract Documents, within the time set forth herein and at the prices stated below.
2. The Bidder hereby understands that time is of the essence on this project and is aware of the following critical completion dates:

**ALL work for each school SHALL BE SUBSTANTIALLY COMPLETE by no later than July 21, 2017.**

**ALL Punch List work for each school SHALL BE COMPLETED by no later than August 4, 2017.**

3. The Bidder hereby understands that Liquidated Damages for the delay in completions (Refer to Section 001100, INVITATION TO BID, Item No. 1.7) shall be **\$500 per calendar day**.
4. By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.
5. Bidder acknowledges receipt of the following ADDENDA: \_\_\_\_\_.
6. 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 noted above, the receipt of which is hereby acknowledged), for the lump sums hereinafter specified.
7. **BASE BID 01A – SHAWNEE MISSION NORTH HIGH SCHOOL – PARKING LOTS AND DRIVE LANES:** Bidder agrees to perform all the work described in the Contract Documents for **SHAWNEE MISSION SCHOOL DISTRICT – SHAWNEE MISSION NORTH HIGH ASPHALT IMPROVEMENTS – PARKING LOTS AND DRIVE LANES** for the lump sum total of:

\_\_\_\_\_ Dollars and \_\_\_\_\_ cents.

\$ \_\_\_\_\_.

8. **BASE BID 01B – SHAWNEE MISSION NORTH HIGH SCHOOL– PLAYGROUNDS AND TRAILS:** Bidder agrees to perform all the work described in the Contract Documents for **SHAWNEE MISSION SCHOOL DISTRICT – SHAWNEE MISSION NORTH HIGH SCHOOL ASPHALT IMPROVEMENTS – PLAYGROUNDS AND TRAILS** for the lump sum total of:

\_\_\_\_\_ Dollars and \_\_\_\_\_ cents.

\$ \_\_\_\_\_.

9. **AMOUNTS FOR UNIT PRICES:**

Bidder propose to base adjustments in the Contract Sum, if ordered by Architect during the Contract Time, on the unit prices listed below. These prices constitute full compensation or credit for the complete provision and installation for each item listed based solely on Work in place. The Unit Prices as stated include all necessary appurtenances and connections required to complete the Work in place, insurance, overhead, profit, and superintendence.

Unit Price 01: Crack Repair \$ \_\_\_\_\_ / LF

Unit Price 02: Full Depth Asphalt Repair \$ \_\_\_\_\_ / SY

10. **ALLOWANCES:**

Bidder agrees to include in the Base Bid amount the following allowances, as called for by the above documents.

Allowance 1: Contingency Allowances: \$20,000

11. **COMPLETION OF THE WORK:**

If we are notified of the acceptance of the Base Bid of this Proposal within ninety (90) days after the above date, we agree to execute a Contract for the above Work, for the above stated compensation in the form of the Standard Agreement Between Owner and Contractor, AIA Document A101-2007, of the American Institute of Architects, as modified by Owner.

12. **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.

13. **CHANGES IN THE WORK:**

Changes in the Work shall be as established in the Contract Documents. The Undersigned agrees that his net fees shall set forth below, include Overhead, Profit, and General Requirements (including but not limited to; insurance and bonds.) The following fees shall be used for Lump Sum pricing and actual cost pricing of additions and deletions to that work included in the Bid, namely:

	<u>Profit &amp; Overhead</u>	<u>Not to Exceed</u>
A. To Contractor for work performed by his/her own forces.	_____ %	10%
B. To Contractor for work performed by other than his/her own forces.	_____ %	5%
C. To Subcontractor for work performed by his/her own forces.	_____ %	10%
D. To Subcontractor for work performed by other than his/her own forces.	_____ %	5%

14. The bidder hereby certifies that the following subcontractors will be used in the performance of the work on each or both projects. **ALL General Contractors MUST furnish a copy of their proposed Sub-Contractor List by 4:00 PM CDT on bid day to be considered as valid. If not submitted at the time of Bidding, the list may be delivered, emailed Justin Durham (jdurham@hollisandmiller.com) to the A/E offices, but must be received by no later than the time listed above.**

15. The undersigned further acknowledges that the he has familiarized himself with local conditions affecting the cost of the work at each place where the work is to be done.

16. In submitting this bid, the undersigned agrees:

1. To furnish all material, labor, tools, expendable equipment, and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all the work required in accord with the bid documents.
2. To hold his bid open for ninety (90) days after the receipt of bids and to accept the provisions of the instructions to bidders regarding disposition of bid security.
3. To commence the work upon receipt of Notice to Proceed, and to substantially complete the work not later than the dates set forth on the Invitation to Bid. (see specifications)
4. To accept the assessment of liquidated damages as noted for each calendar day following the substantial completion dates listed above. (see specifications)
5. All materials to be non-proprietary, as specified, or approved equal as noted in specifications.

13. In submitting this bid, the undersigned further agrees:



1. 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.
2. 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.
3. In all solicitations or advertisements for employees, Bidder shall include the phrase, "equal opportunity employer", or similar phrase approved by the Owner.
4. 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.
5. 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.
6. 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

17. In submitting this bid, it is understood that the right to reject any and all bids and to waive irregularities in this bidding has been reserved by the Owner.

Date this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

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

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

\_\_\_\_\_  
Area Code / Telephone Number

SUB-CONTRACTOR LIST

(If None, So State)

Name and Address of Subcontractor

Work to be Performed

*Attach Separate Sheet if necessary*

**RESPECTFULLY SUBMITTED:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (Please type or write clearly)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

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

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Street

\_\_\_\_\_  
Email address

\_\_\_\_\_  
City, State, Zip Code    License number (if applicable)

\_\_\_\_\_  
SEAL - (if BID is by a corporation)

**END OF BID PROPOSAL**



DOCUMENT 004200H - BID PROPOSAL – TOMAHAWK ELEMENTARY SCHOOL

Proposal of \_\_\_\_\_ (hereinafter called "Bidder"), organized and existing under the laws of the State of \_\_\_\_\_, doing business as a corporation, a partnership, an individual (*circle one*) to the **Board of Education, School District of Shawnee Mission, Kansas** (hereinafter called "Owner").

1. In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for the **SHAWNEE MISSION SCHOOL DISTRICT – TOMAHAWK ELEMENTARY ASPHALT IMPROVEMENTS RENOVATION** in strict accordance with the Contract Documents, within the time set forth herein and at the prices stated below.

2. The Bidder hereby understands that time is of the essence on this project and is aware of the following critical completion dates:

**ALL work for each school SHALL BE SUBSTANTIALLY COMPLETE by no later than July 21, 2017.**

**ALL Punch List work for each school SHALL BE COMPLETED by no later than August 4, 2017.**

3. The Bidder hereby understands that Liquidated Damages for the delay in completions (Refer to Section 001100, INVITATION TO BID, Item No. 1.7) shall be **\$500 per calendar day**.

4. By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

5. Bidder acknowledges receipt of the following ADDENDA: \_\_\_\_\_.

6. 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 noted above, the receipt of which is hereby acknowledged), for the lump sums hereinafter specified.

7. **BASE BID 01A – TOMAHAWK ELEMENTARY SCHOOL – PARKING LOTS AND DRIVE LANES:**  
Bidder agrees to perform all the work described in the Contract Documents for **SHAWNEE MISSION SCHOOL DISTRICT – TOMAHAWK ELEMENTARY SCHOOL ASPHALT IMPROVEMENTS – PARKING LOTS AND DRIVE LANES** for the lump sum total of:

\_\_\_\_\_ Dollars and \_\_\_\_\_ cents.

\$ \_\_\_\_\_.

8. **BASE BID 01B – TOMAHAWK ELEMENTARY SCHOOL – PLAYGROUNDS AND TRAILS:**  
Bidder agrees to perform all the work described in the Contract Documents for **SHAWNEE MISSION SCHOOL DISTRICT – TOMAHAWK ELEMENTARY SCHOOL ASPHALT IMPROVEMENTS – PLAYGROUNDS AND TRAILS** for the lump sum total of:

\_\_\_\_\_ Dollars and \_\_\_\_\_ cents.

\$ \_\_\_\_\_.

9. **AMOUNTS FOR UNIT PRICES:**

Bidder propose to base adjustments in the Contract Sum, if ordered by Architect during the Contract Time, on the unit prices listed below. These prices constitute full compensation or credit for the complete provision and installation for each item listed based solely on Work in place. The Unit Prices as stated include all necessary appurtenances and connections required to complete the Work in place, insurance, overhead, profit, and superintendence.

Unit Price 01: Crack Repair \$ \_\_\_\_\_ / LF

Unit Price 02: Full Depth Asphalt Repair \$ \_\_\_\_\_ / SY

10. **ALLOWANCES:**

Bidder agrees to include in the Base Bid amount the following allowances, as called for by the above documents.

Allowance 1: Contingency Allowances: \$20,000

11. **COMPLETION OF THE WORK:**

If we are notified of the acceptance of the Base Bid of this Proposal within ninety (90) days after the above date, we agree to execute a Contract for the above Work, for the above stated compensation in the form of the Standard Agreement Between Owner and Contractor, AIA Document A101-2007, of the American Institute of Architects, as modified by Owner.

12. **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.

13. **CHANGES IN THE WORK:**

Changes in the Work shall be as established in the Contract Documents. The Undersigned agrees that his net fees shall set forth below, include Overhead, Profit, and General Requirements (including but not limited to; insurance and bonds.) The following fees shall be used for Lump Sum pricing and actual cost pricing of additions and deletions to that work included in the Bid, namely:

	<u>Profit &amp; Overhead</u>	<u>Not to Exceed</u>
A. To Contractor for work performed by his/her own forces.	_____ %	10%
B. To Contractor for work performed by other than his/her own forces.	_____ %	5%
C. To Subcontractor for work performed by his/her own forces.	_____ %	10%
D. To Subcontractor for work performed by other than his/her own forces.	_____ %	5%

14. The bidder hereby certifies that the following subcontractors will be used in the performance of the work on each or both projects. **ALL General Contractors MUST furnish a copy of their proposed Sub-Contractor List by 4:00 PM CDT on bid day to be considered as valid. If not submitted at the time of Bidding, the list may be delivered, emailed Justin Durham (jdurham@hollisandmiller.com) to the A/E offices, but must be received by no later than the time listed above.**

15. The undersigned further acknowledges that the he has familiarized himself with local conditions affecting the cost of the work at each place where the work is to be done.

16. In submitting this bid, the undersigned agrees:

1. To furnish all material, labor, tools, expendable equipment, and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all the work required in accord with the bid documents.
2. To hold his bid open for ninety (90) days after the receipt of bids and to accept the provisions of the instructions to bidders regarding disposition of bid security.
3. To commence the work upon receipt of Notice to Proceed, and to substantially complete the work not later than the dates set forth on the Invitation to Bid. (see specifications)
4. To accept the assessment of liquidated damages as noted for each calendar day following the substantial completion dates listed above. (see specifications)
5. All materials to be non-proprietary, as specified, or approved equal as noted in specifications.

13. In submitting this bid, the undersigned further agrees:

1. 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.

2. 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.
3. In all solicitations or advertisements for employees, Bidder shall include the phrase, "equal opportunity employer", or similar phrase approved by the Owner.
4. 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.
5. 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.
6. 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

17. In submitting this bid, it is understood that the right to reject any and all bids and to waive irregularities in this bidding has been reserved by the Owner.

Date this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

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

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

\_\_\_\_\_  
Area Code / Telephone Number



SUB-CONTRACTOR LIST

(If None, So State)

Name and Address of Subcontractor

Work to be Performed

*Attach Separate Sheet if necessary*

**RESPECTFULLY SUBMITTED:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (Please type or write clearly)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

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

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Street

\_\_\_\_\_  
Email address

\_\_\_\_\_  
City, State, Zip Code    License number (if applicable)

\_\_\_\_\_  
SEAL - (if BID is by a corporation)

**END OF BID PROPOSAL**



**DOCUMENT 004313 – BID SECURITY FORM**

**1.1 BID BOND**

- A. The Form of the Bid Bond shall be as described in the attached Owner provided form.
- B. Copies of the Bid Bond form will be bound only in copies of the Project Manual issued during the bidding period.

**END OF DOCUMENT 004313**



**SHAWNEE MISSION PUBLIC SCHOOLS  
7235 ANTIOCH  
SHAWNEE MISSION, KS 66204**

**5% BID SECURITY FORM**

If the bid for this project is equal to or greater than \$10,000, bid security is required.

**Bid Security issued to:** Shawnee Mission Public Schools, in the amount of **5%** of the total amount of your Bid shall accompany your Bid as a guarantee that, if awarded all or part of the Bid, your firm will enter into contract to complete the work per the Bid Specifications. **Cashier checks and certified checks should be made payable to Shawnee Mission USD #512.**

If the firm awarded the Bid defaults in entering into a contract for the execution of the work specified, the Bid Security will become the property of the School District. Bids not accepted within ninety (90) days after the time set for submission will have their Bid Securities returned.

**PLEASE NOTE:** Should you submit a cashier check or certified check instead of a bid bond, the following steps will be used by **SMSD** in the handling of that check:

- 1) **SMSD** will deposit your check into a **SMSD** bank account within 2-3 days after bid opening.
- 2) Within four (4) weeks after board approval of the bid, a district check shall be mailed to the non-successful bidder(s) to reimburse them for the exact amount of their cashier/certified check.
- 3) Within four (4) weeks after the completion of a formal written and properly signed contract, or the issuance of a **SMSD** purchase order, a district check shall be mailed to the successful bidder(s) for the exact amount of their cashier/certified check.

**NOTE:** IF BID SECURITY IS NOT ENCLOSED WITH THE BID, IT WILL BE CAUSE FOR REJECTION OF THE BID.

<hr style="border: none; border-top: 1px solid black;"/>	\$ <hr style="border: none; border-top: 1px solid black;"/>
<b>Company</b>	<b>Amount of Total Bid</b>

<hr style="border: none; border-top: 1px solid black;"/>	\$ <hr style="border: none; border-top: 1px solid black;"/>
<b>Address</b>	<b>Amount of Bid Bond</b>

---

 Bid Security attached to this form. (Please send the two together.)

<hr style="border: none; border-top: 1px solid black;"/>	<hr style="border: none; border-top: 1px solid black;"/>
<b>Signature of Authorized Representative</b>	<b>Phone</b>

<hr style="border: none; border-top: 1px solid black;"/>	<hr style="border: none; border-top: 1px solid black;"/>
<b>Please Print Name</b>	<b>Position</b>



## **DOCUMENT 004513 – CONTRACTOR'S QUALIFICATION STATEMENT**

### **1.1 CONTRACTOR'S QUALIFICATION STATEMENT**

- A. The form of the Contractor's Qualification Statement shall be AIA Document A305, current edition. Copies are bound hereinafter for information only and may not be duplicated.
  - 1. Contractors are to provide a minimum of three references of major projects completed within the past five years. Refer to paragraph 3.5 of AIA Document A305.
- B. Additional copies may be obtained, at cost, from the Kansas City Chapter, American Institute of Architects, 1801 McGee, Kansas City, Missouri 64108. Telephone: (816) 221-3485.

**END OF DOCUMENT 004513**





# **AIA**® Document A305™ – 1986

## **Contractor's Qualification Statement**

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

**SUBMITTED TO:**

**ADDRESS:**

**SUBMITTED BY:**

**NAME:**

**ADDRESS:**

**PRINCIPAL OFFICE:**

- ☐ Corporation
- ☐ Partnership
- ☐ Individual
- ☐ Joint Venture
- ☐ Other

**NAME OF PROJECT:** *(if applicable)*

**TYPE OF WORK:** *(file separate form for each Classification of Work)*

- ☐ General Construction
- ☐ HVAC
- ☐ Electrical
- ☐ Plumbing
- ☐ Other: *(Specify)*

### **§ 1 ORGANIZATION**

**§ 1.1** How many years has your organization been in business as a Contractor?

**§ 1.2** How many years has your organization been in business under its present business name?

**§ 1.2.1** Under what other or former names has your organization operated?

**§ 1.3** If your organization is a corporation, answer the following:

**§ 1.3.1** Date of incorporation:

**§ 1.3.2** State of incorporation:

**§ 1.3.3** President's name:

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

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§ 1.3.4 Vice-president's name(s)

§ 1.3.5 Secretary's name:

§ 1.3.6 Treasurer's name:

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization:

§ 1.4.2 Type of partnership (if applicable):

§ 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization:

§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

§ 2 LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

§ 3 EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

**§ 3.4** On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

**§ 3.4.1** State total worth of work in progress and under contract:

**§ 3.5** On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

**§ 3.5.1** State average annual amount of construction work performed during the past five years:

**§ 3.6** On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

## **§ 4 REFERENCES**

**§ 4.1** Trade References:

**§ 4.2** Bank References:

**§ 4.3** Surety:

**§ 4.3.1** Name of bonding company:

**§ 4.3.2** Name and address of agent:

## **§ 5 FINANCING**

**§ 5.1** Financial Statement.

**§ 5.1.1** Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;



Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

## § 6 SIGNATURE

§ 6.1 Dated at this  day of

Name of Organization:

By:

Title:

§ 6.2

M  being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this  day of

Notary Public:

My Commission Expires:

## **DOCUMENT 005200 – AGREEMENT FORM**

### **1.1 OWNER AND CONTRACTOR AGREEMENT**

- A. The Standard Form of Agreement Between owner and Contractor where the basis of payment is a Stipulated Sum, shall be AIA Document A101 current edition. A copy of the Agreement is bound hereinafter for information only and may not be duplicated.
  - 1. Refer to Additions and Deletions report for specific amendments included within this document.
- B. Additional copies may be obtained, at cost, from the Kansas City Chapter, American Institute of Architects, 1801 McGee, Kansas City, Missouri 64108. Telephone: (816) 221-3485.

**END OF DOCUMENT 005200**



# **AIA**® Document A101™ – 2007

## ***Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum***

**AGREEMENT** made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_  
*(In words, indicate day, month and year)*

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

Shawnee Mission U.S.D. No. 512  
7235 Antioch  
Shawnee Mission, KS 66204

and the Contractor:  
*(Name, address and other information)*

TBD

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

Shawnee Mission School District 2007 Template for Contracts

The Architect:  
*(Name, address and other information)*

TBD

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, 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.

## TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda, Bid Instructions and Bid Form issued prior to execution of this Agreement, Contractual Provisions Attachment (Form DA-146a, Rev. 1-01 and other documents listed in this Article 9 of this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

**§ 3.1** The date of commencement of the Work shall be the date to be fixed in the issuance of the Purchase Order or Notice to Proceed for this Agreement unless otherwise noted. The Work shall not commence until all Bonds as required by the Contract are executed and filed with appropriate authorities and Contractor has provided the required Certificates of Insurance.

*(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.)*

*(Paragraphs deleted)*

**§ 3.2** The Contract Time shall be measured from the date of commencement, unless the Contract Documents for the Project specifically identify dates of Substantial and Final Completion.

**§ 3.3** The Contractor shall achieve Substantial and Final Completion of the entire Work not later than the date(s) stipulated in Section 01020 of the specifications or as otherwise specified by the Owner at the time of the execution of the Agreement

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

*(Table deleted)*

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

Init.



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

In the event the Contractor has not substantially and/or fully completed the Work or each segment of the Work within the time stated, the Contractor agrees to pay the Owner, or to deduct from the Contract Sum, not as a penalty but as liquidated damage, the amount stipulated for each and every calendar day the Work or each segment of the Work remains substantially and/or finally incomplete after the dates stipulated for Substantial and/or Final Completion in Section 01020 of the specifications (or as otherwise specified in the Contract Documents by the Owner). This provision shall be applied and the daily liquidated damage amount(s) shall be calculated.

Further, the Contractor agrees that, in the event Contractor does not carry out such work at such rates of progress as required by the Construction schedule, the Owner may, at its option and without Contractor receiving any additional compensation therefor, require Contractor to increase the number of qualified supervisory personnel and/or workers and the amount of equipment employed in the performance of the Work to such extent as Owner may deem necessary or desirable. In addition, Owner, at its option, may supplement Contractor's manpower by entering into contracts with other contractors to perform the Work. All costs that are incurred by Owner, in this regard, including reasonable attorneys fees, shall be deducted from any sums due Contractor or Owner may make demand on Contractor for reimbursement of such costs.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$ ), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 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 the bidding or proposal documents permit the Owner to accept other alternates 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.)*

§ 4.3 Unit prices, if any:

*(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price Per Unit
------	-----------------------	----------------

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

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

Item	Price
------	-------

In connection with allowances stated in the Agreement or Contract Documents, the Contractor agrees that it may not incur or expend any monies in excess of the allowance amount(s), without express written approval issued in advance by Owner. Failure to obtain prior authorization from Owner shall be deemed a waiver of any claim by Contractor to increase the Contract Sum or seek additional compensation related to such increase in the subject allowance amount(s).

#### 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 (1) calendar month. Contractor's Application for Payment shall be submitted to Owner and Architect in accordance with Article 9.3 of General Conditions, AIA A201 (2007 Edition), as modified.

§ 5.1.3 The Owner shall make payment to the Contractor within 30 days after the Owner receives a timely, properly completed undisputed request for payment according to the terms of this Agreement, unless extenuating circumstances exist (if so, no later than 45 days) and in accordance with the Kansas Fairness in Public Construction Contract Act.

The Contractor shall pay its Subcontractors within seven (7) calendar days of receipt of payment from the Owner.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

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

§ 5.1.6 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 as specified in Subparagraph 9.6.1 of the General Conditions;
- .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 specified in Subparagraph 9.6.1 of the General Conditions;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect and/or Owner has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

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

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts described in Subparagraph 9.6.1 of the General Conditions, subject to the Owner's discretion; and  
*(Section 9.8.5 of AIA Document A201-2007 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 A201-2007.

§ 5.1.8 Reduction if any, shall be as specified in Subparagraph 9.6.1 of the General Conditions  
*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 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.)*

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

§ 5.1.10 Contractor acknowledges that, as a condition precedent to the Architect's Certification of Substantial Completion, among others, the Contractor shall provide Owner with:



- .1 Keys, if applicable to the Project

## § 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 Contractor has satisfied the following conditions precedent:

- .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 A201-2007, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 a final Certificate for Payment has been issued by the Architect.
- .3 furnished copies of all written warranties and O&M manuals, as applicable;
- .4 furnished copies of all final releases executed by Contractor and its subcontractors and major suppliers;
- .5 furnished executed Final Consent to Payment by Surety;
- .6 furnished spare parts and maintenance materials to the extent required by Contract Documents;
- .7 furnished completed punch list, as approved by Architect and Owner; and
- .8 furnished complete as-built documentation, if required by the Contract Documents.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than thirty (30) calendar days after the issuance of the Architect's final Certificate for Payment and complete satisfaction of the conditions precedent in Section 5.2.1 above.

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007. *(Paragraphs deleted)*

As stated in greater detail in Section 15 of the General Conditions, the Architect will approve or reject Claims by written decision and shall notify the Claimant of any change in the Contract Sum or Contract Time, or both. The Architect's approval or rejection of the Claim shall be final and binding on the Claimant, subject to litigation.

### § 6.2 BINDING DISPUTE RESOLUTION

Subsequent to the decision of the Architect, as referenced in Section 6.1 above, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

☐ Arbitration pursuant to Section 15.4 of AIA Document A201-2007

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 In the event that undisputed amounts are not paid by Owner to Contractor within 30 days after Owner receives a timely, properly completed undisputed request for payment, the Owner shall pay interest computed at the rate of 18% per annum on the undisputed amount, which shall begin to accrue on the eighth day after Architect receives an undisputed request for payment from Contractor. Owner agrees that all obligations regarding payment are subject to the Kansas Fairness in Public Construction Contract Act, K.S.A. §16-1901, et seq.

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

Operations & Maintenance  
Shawnee Mission School District  
11475 West 93<sup>rd</sup> Street  
Shawnee Mission, KS 66214  
913-993-8500  
913-993-8599 fax

§ 8.4 The Contractor's representative:  
(Name, address and other information)  
TBD

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor, as amended

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction, as amended and contained in the Project Manual.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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Init.

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User Notes:

(134998668)

**§ 9.1.4 The Specifications:**

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

As stated in the Project Manual

*(Table deleted)*

**§ 9.1.5 The Drawings are:**

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

As stated in the Project Manual

*(Table deleted)*

**§ 9.1.6 The Addenda, if any:**

**Number**

**Date**

**Pages**

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

**§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:**

.1 All other conditions and sections of the Project Manual, including, but not limited to, Bidding Invitations, Instructions, Contract and Bond Forms, and all other sample forms found within the Project manual, and any Addenda, Amendments or supplement thereto.

.2 Other documents, if any, listed below:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01, which is attached to AIA Document A201-2007, General Conditions of the Contract for Construction, as amended, and contained in the Project Manual, are hereby incorporated in this contract and made a part thereof.

**ARTICLE 10 INSURANCE AND BONDS**

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007, as amended.

*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)*

**Type of insurance or bond**

**Limit of liability or bond amount (\$ 0.00)**

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

**SHAWNEE MISSION U.S.D. NO. 512**

**OWNER (Signature)**

**CONTRACTOR (Signature)**

*(Printed name and title)*

*(Printed name and title)*

President, Board of Education  
Shawnee Mission U.S.D. No. 512

# Additions and Deletions Report for AIA® Document A101™ – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:16:16 on 01/02/2014.

## PAGE 1

*(In words, indicate day, month and ~~year~~-year)*

...

*(Name, ~~legal status~~, address and other information)*

Shawnee Mission U.S.D. No. 512  
7235 Antioch  
Shawnee Mission, KS 66204

...

*(Name, ~~legal status~~, address and other information)*

TBD

...

*(Name, ~~location~~-location, and detailed description)*

Shawnee Mission School District 2007 Template for Contracts

...

*(Name, ~~legal status~~, address and other information)*

TBD

## PAGE 2

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, ~~Addenda~~ Addenda, Bid Instructions and Bid Form issued prior to execution of this Agreement, Contractual Provisions Attachment (Form DA-146a, Rev. 1-01) and other documents listed in this Article 9 of this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

...



**§ 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 to be fixed in the issuance of the Purchase Order or Notice to Proceed for this Agreement unless otherwise noted. The Work shall not commence until all Bonds as required by the Contract are executed and filed with appropriate authorities and Contractor has provided the required Certificates of Insurance.  
(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.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages 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~~ commencement, unless the Contract Documents for the Project specifically identify dates of Substantial and Final Completion.

**§ 3.3** The Contractor shall achieve Substantial and Final Completion of the entire Work not later than ~~(---) days from the date of commencement, or as follows:~~ the date(s) stipulated in Section 01020 of the specifications or as otherwise specified by the Owner at the time of the execution of the Agreement

...

#### Portion of Work

#### Substantial Completion Date

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

In the event the Contractor has not substantially and/or fully completed the Work or each segment of the Work within the time stated, the Contractor agrees to pay the Owner, or to deduct from the Contract Sum, not as a penalty but as liquidated damage, the amount stipulated for each and every calendar day the Work or each segment of the Work remains substantially and/or finally incomplete after the dates stipulated for Substantial and/or Final Completion in Section 01020 of the specifications (or as otherwise specified in the Contract Documents by the Owner). This provision shall be applied and the daily liquidated damage amount(s) shall be calculated.

Further, the Contractor agrees that, in the event Contractor does not carry out such work at such rates of progress as required by the Construction schedule, the Owner may, at its option and without Contractor receiving any additional compensation therefor, require Contractor to increase the number of qualified supervisory personnel and/or workers and the amount of equipment employed in the performance of the Work to such extent as Owner may deem necessary or desirable. In addition, Owner, at its option, may supplement Contractor's manpower by entering into contracts with other contractors to perform the Work. All costs that are incurred by Owner, in this regard, including reasonable attorneys fees, shall be deducted from any sums due Contractor or Owner may make demand on Contractor for reimbursement of such costs.

PAGE 3

Item	Units and Limitations	Price Per Unit(\$0.00)
...		

In connection with allowances stated in the Agreement or Contract Documents, the Contractor agrees that it may not incur or expend any monies in excess of the allowance amount(s), without express written approval issued in advance by Owner. Failure to obtain prior authorization from Owner shall be deemed a waiver of any claim by Contractor to increase the Contract Sum or seek additional compensation related to such increase in the subject allowance amount(s).

PAGE 4

§ 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:

(1) calendar month. Contractor's Application for Payment shall be submitted to Owner and Architect in accordance with Article 9.3 of General Conditions, AIA A201 (2007 Edition), as modified.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than ( ) days after the Architect receives the Application for Payment. The Owner shall make payment to the Contractor within 30 days after the Owner receives a timely, properly completed undisputed request for payment according to the terms of this Agreement, unless extenuating circumstances exist (if so, no later than 45 days) and in accordance with the Kansas Fairness in Public Construction Contract Act.

The Contractor shall pay its Subcontractors within seven (7) calendar days of receipt of payment from the Owner.

...

- .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 percent (—%); Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™ 2007, General Conditions of the Contract for Construction; as specified in Subparagraph 9.6.1 of the General Conditions;
- .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 percent (—%); specified in Subparagraph 9.6.1 of the General Conditions;

...

- .4 Subtract amounts, if any, for which the Architect and/or Owner has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

...

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; described in Subparagraph 9.6.1 of the General Conditions, subject to the Owner's discretion; and

...

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows: specified in Subparagraph 9.6.1 of the General Conditions

...

§ 5.1.10 Contractor acknowledges that, as a condition precedent to the Architect's Certification of Substantial Completion, among others, the Contractor shall provide Owner with:

- .1 Keys, if applicable to the Project



§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when Contractor has satisfied the following conditions precedent:

- .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 A201-2007, 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.
- .3 furnished copies of all written warranties and O&M manuals, as applicable;
- .4 furnished copies of all final releases executed by Contractor and its subcontractors and major suppliers;
- .5 furnished executed Final Consent to Payment by Surety;
- .6 furnished spare parts and maintenance materials to the extent required by Contract Documents;
- .7 furnished completed punch list, as approved by Architect and Owner; and.
- .8 furnished complete as-built documentation, if required by the Contract Documents.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than ~~30~~ thirty (30) calendar days after the issuance of the Architect's final Certificate for ~~Payment, or as follows: Payment and complete satisfaction of the~~ conditions precedent in Section 5.2.1 above.

#### PAGE 5

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, ~~unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)~~

A201-2007. As stated in greater detail in Section 15 of the General Conditions, the Architect will approve or reject Claims by written decision and shall notify the Claimant of any change in the Contract Sum or Contract Time, or both. The Architect's approval or rejection of the Claim shall be final and binding on the Claimant, subject to litigation.

...

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, Subsequent to the decision of the Architect, as referenced in Section 6.1 above, the method of binding dispute resolution shall be as follows:

...

☒ Litigation in a court of competent jurisdiction

#### PAGE 6

§ 8.2 ~~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. In the event that undisputed amounts are not paid by Owner to Contractor within 30 days after Owner receives a timely, properly completed undisputed request for payment, the Owner shall pay interest computed at the rate of 18% per annum on the undisputed amount, which shall begin to accrue on the eighth day after Architect receives an undisputed request for payment from Contractor. Owner agrees that all obligations regarding payment are subject to the Kansas Fairness in Public Construction Contract Act, K.S.A. §16-1901, et seq. (Insert rate of interest agreed upon, if any.)~~

%

...

Operations & Maintenance  
Shawnee Mission School District  
11475 West 93<sup>rd</sup> Street  
Shawnee Mission, KS 66214  
913-993-8500  
913-993-8599 fax

...

TBD

...

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor, Contractor, as amended

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction, as amended and contained in the Project Manual.

#### PAGE 7

As stated in the Project Manual

Section	Title	Date	Pages
---------	-------	------	-------

§ 9.1.5 The Drawings: Drawings are:

...

As stated in the Project Manual

Number	Title	Date
--------	-------	------

...

- .1 AIA Document E201™ 2007, Digital Data Protocol Exhibit, if completed by the parties, or the following: All other conditions and sections of the Project Manual, including, but not limited to, Bidding Invitations, Instructions, Contract and Bond Forms, and all other sample forms found within the Project manual, and any Addenda, Amendments or supplement thereto.

...

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 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.)*

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01, which is attached to AIA Document A201-2007, General Conditions of the Contract for Construction, as amended, and contained in the Project Manual, are hereby incorporated in this contract and made a part thereof.

...

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007, A201-2007, as amended.

...

Type of insurance or bond

Limit of liability or bond amount ~~(\$0.00)~~(\$ 0.00)

This Agreement entered into as of the day and year first written ~~above~~ above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

**SHAWNEE MISSION U.S.D. NO. 512**

...

President, Board of Education  
Shawnee Mission U.S.D. No. 512

## ***Certification of Document's Authenticity***

***AIA® Document D401™ – 2003***

I, Sherman A. Botts, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:16:16 on 01/02/2014 under Order No. 3789126235\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*



CONTRACTUAL PROVISIONS ATTACHMENT

**Important:** This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.  
  
Contractor agrees to comply with all applicable state and federal anti-discrimination laws.  
  
The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.



## **DOCUMENT 006113 – PERFORMANCE BOND AND PAYMENT BOND**

### **1.1 PERFORMANCE BOND AND PAYMENT BOND**

- A. The Forms of the Performance Bond and Payment Bond shall be AIA Document A312, current edition. Copies of the bonds are bound hereinafter for information only and may not be duplicated.
- B. Copies of the Performance Bond and Payment Bond may be obtained at cost, from the Kansas City Chapter, American Institute of Architects, 1801 McGee, Kansas City, Missouri 64108. Telephone: (816) 221-3485

**END OF DOCUMENT 006113**





**AIA®****Document A312™ – 2010****Payment Bond****CONTRACTOR:***(Name, legal status and address)***SURETY:***(Name, legal status and principal place of business)***OWNER:***(Name, legal status and address)*

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

**CONSTRUCTION CONTRACT**

Date:

Amount: \$

Description:

*(Name and location)*

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND**

Date:

*(Not earlier than Construction Contract Date)*

Amount: \$

Modifications to this Bond: ☐ None ☐ See Section 18**CONTRACTOR AS PRINCIPAL**Company: *(Corporate Seal)***SURETY**Company: *(Corporate Seal)*

Signature: \_\_\_\_\_

Name and

Title:

Signature: \_\_\_\_\_

Name and

Title:

*(Any additional signatures appear on the last page of this Payment Bond.)**(FOR INFORMATION ONLY — Name, address and telephone)***AGENT or BROKER:****OWNER'S REPRESENTATIVE:***(Architect, Engineer or other party:)*

Init.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

**SURETY**

Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_



**AIA®****Document A312™ – 2010****Performance Bond****CONTRACTOR:***(Name, legal status and address)***SURETY:***(Name, legal status and principal place of business)***OWNER:***(Name, legal status and address)*

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

**CONSTRUCTION CONTRACT**

Date:

Amount: \$

Description:

*(Name and location)*

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND**

Date:

*(Not earlier than Construction Contract Date)*

Amount: \$

Modifications to this Bond: ☐ None ☐ See Section 16**CONTRACTOR AS PRINCIPAL**Company: *(Corporate Seal)***SURETY**Company: *(Corporate Seal)*

Signature: \_\_\_\_\_

Name and

Title:

Signature: \_\_\_\_\_

Name and

Title:

*(Any additional signatures appear on the last page of this Performance Bond.)**(FOR INFORMATION ONLY — Name, address and telephone)***AGENT or BROKER:****OWNER'S REPRESENTATIVE:***(Architect, Engineer or other party.)*

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company: \_\_\_\_\_ (Corporate Seal)

Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_



## **DOCUMENT 006273 – APPLICATION AND CERTIFICATE FOR PAYMENT**

### **1.1 APPLICATION AND CERTIFICATE FOR PAYMENT**

- A. The Form of the Application and Certificate for Payment shall be AIA Documents G702 and G703, 1992 Edition. Copies are bound hereinafter for information only and may not be duplicated.
- B. Additional copies of the Application and Certificate for Payment including the continuation sheet may be obtained, at cost, from the Kansas City Chapter, American Institute of Architects; 1801 McGee, Kansas City, Missouri 64108. Telephone: (816) 221-3485.

**END OF DOCUMENT 006273**



**Application and Certificate for Payment**

<b>TO OWNER:</b>	<b>PROJECT:</b>	<b>APPLICATION NO:</b> 001	<b>Distribution to:</b>
		<b>PERIOD TO:</b>	<b>OWNER:</b>
<b>FROM CONTRACTOR:</b>	<b>VIA ARCHITECT:</b>	<b>CONTRACT FOR:</b> General Construction	<b>ARCHITECT:</b>
		<b>CONTRACT DATE:</b>	<b>CONTRACTOR:</b>
		<b>PROJECT NOS:</b> / /	<b>FIELD:</b>
			<b>OTHER:</b>

Hollis + Miller Architects, Inc.  
1822 Walnut Street, Suite 922  
Kansas City, MO 64108

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

- |  |    |      |
|--|----|------|
| 1. ORIGINAL CONTRACT SUM .....                               | \$ | 0.00 |
| 2. NET CHANGE BY CHANGE ORDERS .....                         | \$ | 0.00 |
| 3. CONTRACT SUM TO DATE (Line 1 + 2) .....                   | \$ | 0.00 |
| 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... | \$ | 0.00 |

**5. RETAINAGE:**

- |  |    |      |
|--|----|------|
| a. 0 % of Completed Work<br>(Column D + E on G703) | \$ | 0.00 |
| b. 0 % of Stored Material<br>(Column F on G703)    | \$ | 0.00 |

Total Retainage (Lines 5a + 5b or Total in Column I of G703) ..... \$ 0.00

- |                                      |    |      |
|--------------------------------------|----|------|
| 6. TOTAL EARNED LESS RETAINAGE ..... | \$ | 0.00 |
|--------------------------------------|----|------|

(Line 4 Less Line 5 Total)

- |   |    |      |
|---|----|------|
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... | \$ | 0.00 |
|---|----|------|

(Line 6 from prior Certificate)

- |                              |    |      |
|------------------------------|----|------|
| 8. CURRENT PAYMENT DUE ..... | \$ | 0.00 |
|------------------------------|----|------|

**9. BALANCE TO FINISH, INCLUDING RETAINAGE**

(Line 3 less Line 6)

\$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00
Total approved this Month	\$ 0.00	\$ 0.00
TOTALS	\$ 0.00	\$ 0.00
NET CHANGES by Change Order	\$	0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Subscribed and sworn to before  
me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public:

My Commission expires: \_\_\_\_\_

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 0.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

**ARCHITECT:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.





AIA Document, G702™-1992, Application and Certification for Payment, or G736™-2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.  
In tabulations below, amounts are in US dollars.  
Use Column I on Contracts where variable retainage for line items may apply.

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## **DOCUMENT 007200 – GENERAL CONDITIONS**

### **1.1 APPLICABLE DOCUMENTS**

- A. The American Institute of Architects Document A201, “General Conditions of the Contract for Construction”, 2007 Edition, is part of the Contract Documents and is included by reference, as amended by Additions and Deletions Report included at the end of this section.

**END OF DOCUMENT 007200**







# AIA<sup>®</sup> Document A201<sup>™</sup> – 2007

## General Conditions of the Contract for Construction

### for the following PROJECT:

(Name and location or address)

Shawnee Mission School District 2007 Contract Template

### THE OWNER:

(Name and address)

Shawnee Mission U.S.D. No. 512

7235 Antioch

Shawnee Mission, KS 66204

### THE ARCHITECT:

(Name and address)

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14	TERMINATION OR SUSPENSION OF THE CONTRACT
15	CLAIMS AND DISPUTES
16	AFFIRMATIVE ACTION

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 BASIC DEFINITIONS

#### § 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) an Emergency Change Order Authorization or (4) a written order for a minor change in the Work issued by the Architect. The Contract Documents also include the bidding requirements (including: invitation to bid, Instructions to Bidders, bid form, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid and proposal, or portions of Addenda relating to bidding requirements. In addition, the Provisions found in Contractual Provision Attachment (Form DA-146a), which is hereto attached are hereby incorporated in this contract and made a part thereof.

#### § 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor.

#### § 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

#### § 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

#### § 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

#### § 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

#### § 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

#### § 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the Architect identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

### § 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

### § 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

### § 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

### § 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Owner shall be deemed the author and owner of the Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Owner's reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

### § 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

## ARTICLE 2 OWNER

### § 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

*(Paragraph deleted)*

### § 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.2 The Owner shall furnish, where reasonably necessary, all surveys describing physical characteristics, legal descriptions, if requested and utility locations for the site of the Project, and a legal description of the site to the extent any such information exists.. The Contractor shall be entitled to rely on the accuracy of information furnished by the

Owner but shall exercise proper precautions relate to the safe performance of the Work. However, Contractor shall immediately notify Owner and Architect, in writing, in the event Contractor observes any discrepancies in such information.

**§ 2.2.3** The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

*(Paragraph deleted)*

**§ 2.2.5** Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

### **§ 2.3 OWNER'S RIGHT TO STOP THE WORK**

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3. The rights stated in this provision are not a limitation of any rights of the Owner expressed in the Contract Documents or as provided in law or equity.

### **§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK**

**§ 2.4.1** If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a three-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

**§ 2.4.2** Further, the Contractor agrees that, in the event Contractor does not carry out such Work at such rates of progress as required by the Construction Schedule, the Owner may, upon three (3) days' written notice to Contractor, at Owner's option and without Contractor receiving any additional compensation therefor, require Contractor to increase the number of qualified supervisory personnel and/or workers and the amount of equipment employed in the performance of the Work to such extent as Owner may deem necessary or desirable. In addition, Owner, at its option, may supplement Contractor's manpower by entering into contracts with other contractors to perform the Work. All costs that are incurred by Owner, in this regard, including reasonable attorney's fees, shall be deducted from any sums due Contractor or Owner may make demand on Contractor for reimbursement of such costs.

## **ARTICLE 3 CONTRACTOR**

### **§ 3.1 GENERAL**

**§ 3.1.1** The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

**§ 3.1.2** The Contractor shall perform the Work in accordance with the Contract Documents.

**§ 3.1.3** The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

## § 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

## § 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. The Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

## § 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Emergency Change Order Authorization.



§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. Use of profanity by Contractor or its employees, subcontractors, suppliers or other persons in the control of Contractor in the presence of School staff or students will not be tolerated. Smoking and excessively loud playing of audio equipment in occupied spaces will not be allowed. In addition, Contractor comply with the District Code of Conduct, as referenced in the Bid Documents.

§ 3.4.4 The Contractor shall endeavor to employ or use labor in connection with the Work in a manner that will minimize the likelihood of any strike, work stoppage, or other labor disturbance.

### § 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

### § 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect, except such taxes as are saved by the use of the Owner's tax exemption.

### § 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

### § 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection. The Contractor acknowledges and agrees that he may not incur costs that exceed the stated Allowance or expend any monies related to the Allowance without first seeking the written approval of the Owner and, where necessary, the approval of the Board of Education.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2. In connection with allowances stated in the Agreement or Contract Documents, the Contractor agrees that it may not incur or expend any monies in excess of the specified allowance amount(s), without express written approval issued in advance by Owner. Failure to obtain prior authorization from Owner shall be deemed a waiver of any claim by Contractor to increase the Contract Sum or seek additional compensation related to such increase in allowance amount(s).

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

### § 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, within seven (7) days after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

### § 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, within (7) days after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, within ten (10) days after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.



§ 3.10.4 In the event that the Owner determines that the performance of the Work has not progressed to the level of completion required by the Contract Documents, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite progress of construction. The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with the performance of such corrective measures for delays caused by the Contractor, subcontractors or materialmen.

### § 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

### § 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or an Emergency Change Order Authorization has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professionals related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals. Pursuant to this Section 3.12.10, the Architect will review, and issue a response as follows: "approve" or "approve as noted", or "reject and request resubmission" on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

### § 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. Further, the Contractor shall use its best efforts to not disturb any occupancy or use of the building that is the subject of this Agreement or disturb any residences in the vicinity or operations of businesses adjacent to or near the site of the Work.

### § 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

### § 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract and to the reasonable satisfaction of the Owner. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

### § 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

### § 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, including

attorney's fees, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

### § 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, Project Manager or Construction Manager (if applicable) and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

## ARTICLE 4 ARCHITECT

### § 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

*(Paragraph deleted)*

### § 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate For Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or

charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

#### § 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Emergency Change Order Authorizations, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.11 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.12 The Architect's decisions on matters relating to aesthetic effect will be submitted to the Owner for final approval.



§ 4.2.13 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

*(Paragraph deleted)*

## **ARTICLE 5 SUBCONTRACTORS**

### **§ 5.1 DEFINITIONS**

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

### **§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK**

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, within three (3) calendar days after award of contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected without the written approval of the Owner. Such approval shall not be deemed to create a contractual relationship, third party beneficiary relationship between Owner and such subcontractor. Such relationship is denied by Owner.

### **§ 5.3 SUBCONTRACTUAL RELATIONS**

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents.

Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

#### **§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS**

- § 5.4.1** Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that
- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
  - .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

**§ 5.4.2** Upon such assignment, if the Work has been suspended for more than sixty (60) calendar days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

**§ 5.4.3** Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

#### **ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

##### **§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

**§ 6.1.1** The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

**§ 6.1.2** When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

**§ 6.1.3** The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

**§ 6.1.4** Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

##### **§ 6.2 MUTUAL RESPONSIBILITY**

**§ 6.2.1** The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

**§ 6.2.2** If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner, separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

### § 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Emergency Change Order Authorization or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; an Emergency Change Order Authorization requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Emergency Change Order Authorization or order for a minor change in the Work.

### § 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

*(Paragraphs deleted)*

§ 7.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in Section 7.2.3.

§ 7.2.3 If the Contractor does not respond promptly or disagrees with the method for adjustment of the Contract Sum, the method for adjustment in the Contract Sum shall be recommended by the Architect to the Owner on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, the Contractor shall keep and present in form such as the Architect, with the approval of the Owner, may prescribe an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Subparagraph 7.2.3 shall be limited to the following:

- .1 costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom and workers' compensation insurance;
- .2 costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 costs of premiums for all bonds and insurance, permit fees, and sales use or similar taxes related to the Work; and
- .5 additional costs of supervision and field officer personnel directly attributable to the change.



(Paragraph deleted)

**§ 7.2.4** The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net costs as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured based on net increase or decrease, if any, with respect to that change.

### **§ 7.3 EMERGENCY CHANGE ORDER AUTHORIZATION**

**§ 7.3.1** In emergency situations, as determined by the Owner, the Superintendent of Schools, or the Deputy Superintendent for Operations has authority to issue an Emergency Change Order Authorization up to a maximum of Twenty Thousand Dollars and No/100 (\$20,000.00) per occurrence.

**§ 7.3.2** An Emergency Change Order Authorization is a written order prepared and signed by the Superintendent of Schools or the Deputy Superintendent for Operations directing a change in the Work prior to formal approval by the Board of Education. The Owner may, by Emergency Change Order Authorization, and without invalidating this Agreement, order changes in the Work within the general scope of the Agreement consisting of additions, deletions or other revisions, the Contract Sum being adjusted accordingly.

**§ 7.3.3** An Emergency Change Order Authorization may be used to expedite the approval of changes in the Work when the formal action of the Board of Education is not practical, or cannot be obtained in a timely fashion without impeding the progress of the Project. An Emergency Change Order Authorization may, at Owner's discretion, be used in the absence of total agreement on the terms of a Change Order.

**§ 7.3.4** An adjustment in Contract Price by the execution of an Emergency Change Order Authorization shall be based on one of the following methods:

- .1 mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 unit price stated in the Contract Documents or subsequently agreed upon;
- .3 cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 as provided in Section 7.2.3.

**§ 7.3.5** Upon receipt of an approved Emergency Change Order Authorization, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Emergency Change Order Authorization for determining the proposed adjustment in the Contract Sum or Contract Time.

**§ 7.3.6** If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Owner on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, and also under Section 7.3.4.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.6 shall be limited to the following:

- .1 costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 additional costs of supervision and field office personnel directly attributable to the change.

**§ 7.3.7** Pending final determination of the total cost of an Emergency Change Order Authorization, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the

Architect will make an interim determination subject to Owner approval for purposes of monthly certification for payment for those costs. That determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a claim in accordance with Article 4.

**§ 7.3.8** When the Owner and Contractor agree with the determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

#### **§ 7.4 MINOR CHANGES IN THE WORK**

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

### **ARTICLE 8 TIME**

#### **§ 8.1 DEFINITIONS**

**§ 8.1.1** Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

**§ 8.1.2** The date of commencement of the Work is the date established in the Agreement.

**§ 8.1.3** The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

**§ 8.1.4** The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

#### **§ 8.2 PROGRESS AND COMPLETION**

**§ 8.2.1** Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work. The Contractor agrees to commence Work not later than fourteen (14) calendar days after the execution of a Contract with the Owner. The Owner will suffer financial loss if the Project is not substantially complete in the time set forth in the Contract Documents. The Contractor and his surety shall be liable for and shall pay to the Owner the sum stated in Paragraph 8.2.4 herein as fixed, agreed, and liquidated damages for each consecutive day (including weekends and holidays) of delay until the Work is substantially completed.

**§ 8.2.2** The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

**§ 8.2.3** The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time. The Contractor shall diligently and continuously prosecute and complete the Work and coordinate the Work with the other work being performed in accordance with those schedules as may be issued from time to time during the performance of the Work so as not to delay, impede, obstruct, hinder or interfere with the commencement, progress, or completion of the whole or any part of the Work or other work for the Owner.

The Owner may, at its sole discretion, direct the Contractor to work overtime, and, if so directed, the Contractor shall work such overtime. Provided that the Contractor is not in default under any of the terms or provisions of this Contract the Owner will pay the Contractor for such actual additional wages paid, if any, at rates, which have been pre-approved by the Owner and Construction Manager.

**§ 8.2.4** Liquidated damages in the amount per calendar day as set forth in Section 01010 shall be assessed against the Contractor for failure to complete the Work. Assessment of such liquidated damages shall commence on the day after the date designated in the bid proposal for substantial completion. Time is of the essence of this Contract.

### § 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may recommend and the Owner and Contractor may agree to...

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

*(Paragraph deleted)*

§ 8.3.3 Unless a delay is caused, in whole or in part, by acts or omissions within the control of the Owner or persons acting on behalf thereof (other than the Contractor or persons acting on behalf of the Contractor), the only remedy available to the Contractor for delay shall be an extension of time. Unless a delay is caused, in whole or in part, by acts or omissions within the control of the Owner or persons acting on behalf thereof (other than the Contractor or persons acting on behalf of the Contractor), the Contractor agrees that, whether or not any delay shall be basis for an extension of time, the Contractor shall have no claim against the Owner or Architect/Engineer for:

- .1 and increase in the Contract Sum;
- .2 a payment or allowance of any kind for damage, loss or expense resulting from delays; or
- .3 any damage, loss or expense resulting from interruptions, accelerations, inefficiencies or suspensions of its Work.

§ 8.3.4 Nothing herein shall be construed as granting an extension of time for delays, in whole or in part, by the Contractor or persons acting on behalf thereof.

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

### § 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, within ten (10) calendar days after award of contract, a schedule of values allocating the entire Contract Sum to the various portions of the Work and 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. The Schedule of Values shall be prepared in such a manner that each major item of Work and each subcontracted item of Work is shown as a single line item on AIA Document G702A, Application and Certificate for Payment Continuation Sheet. The Schedule of Values shall indicate a value for construction schedules and progress meeting notes that are required in the Contract Documents.

### § 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 The Contractor shall submit its Applications for Payment to Architect and Owner's Representative in accordance with the Accounts Payable Schedule as set forth in Section 1020 of the Project Manual. The Contractor shall submit to the Architect and Owner's Representative an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2., for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.8, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Emergency Change Order Authorization, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

**§ 9.3.2** Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

**§ 9.3.3** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

## **§ 9.4 CERTIFICATES FOR PAYMENT**

**§ 9.4.1** The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

**§ 9.4.2** The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

## **§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION**

**§ 9.5.1** The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.



§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

## § 9.6 PROGRESS PAYMENTS

§ 9.6.1 The Owner shall make payment to Contractor in accordance with the Payment Schedule in the Contract Documents. However, it is understood that, notwithstanding the schedule, the Owner shall make payment to the Contractor within 30 days after the Owner receives a timely, properly completed undisputed request for payment according to the terms of this Agreement, unless extenuating circumstances exist (if so, no later than 45 days) and in accordance with the Kansas Fairness in Public Construction Contract Act. Such payments are subject to the following conditions:

§ 9.6.1.1 Until substantial completion, the Owner will pay ninety percent (90%) of the amount due the Contractor on account of progress payments.

§ 9.6.1.2 After substantial completion, and upon receipt of Application for Payment accompanied by consent of surety to reduction in or partial release of retainage executed in duplicate on AIA Document G707A, and upon certification, the Owner may, in its sole discretion, pay ninety-five percent (95%) of the amount due the Contractor on account of progress payments, less two hundred percent (200%) of the value of items of the Work remaining to be done.

§ 9.6.1.3 The final five percent (5%) of the Contract Sum shall not be paid until the Contractor has submitted to the Owner all releases, waivers and other final documents required and satisfied all other Conditions Precedent identified in the General Conditions and Section 5.2 of the Standard Form of Agreement Between Owner and Contractor, A101-2007, as amended.

§ 9.6.1.4 The full Contract retainage may be reinstated if the manner of completion of the Work and its progress do not remain satisfactory to the Owner or of other good and sufficient reasons, or its surety revokes its consent of reduction in or partial release of the retainage.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

**§ 9.6.7** Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

## **§ 9.7 FAILURE OF PAYMENT**

In the event that undisputed amounts are not paid by Owner to Contractor within 30 days after Owner receives a timely, properly completed undisputed request for payment, the Owner shall pay interest computed at the rate of 18% per annum on the undisputed amount, which shall begin to accrue on the day payment is due. Owner agrees that all obligations regarding payment are subject of the Kansas Fairness in Public Construction Contract Act, K.S.A. §16-1901, et seq. If the Owner does not pay the Contractor in accordance with the above referenced timetable, then the Contractor may, upon seven days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, which shall be accomplished as provided in Article 7.

## **§ 9.8 SUBSTANTIAL COMPLETION**

**§ 9.8.1** Substantial Completion is the stage in the progress of the Work when the Owner determines in its sole discretion that the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

**§ 9.8.1.1** The Contractor shall carefully and regularly check his Work for conformance with the Contract Documents as the Work is being done. Unsatisfactory Work shall be corrected as the Work progresses and not be permitted to remain and become part of the Punch List. When the Contractor determines that the entire Work is ready for the Punch List inspection, it shall so notify the Architect for the Punch List inspection at the earliest possible date. Transmittal of the Punch List to the Contractor shall set the date for a reinspections prior to issuance of a Certificate of Substantial Completion. Upon receipt of the Punch List, the Contractor shall within seven (7) days bring to the attention of the Architect any questions that it may have concerning requirements of the Punch List.

**§ 9.8.1.2** When advised by the Contractor that all items on the Punch List have been completed and/or corrected, the Architect shall conduct a reinspection and shall be accompanied by the Contractor and any needed subcontractors to determine whether the Certificate of Substantial Completion can be issued. When issued, the Certificate of Substantial Completion shall state the date of commencement of the Warranty period (with any items to have a later starting date specifically noted). The Certificate shall also have attached to it the uncompleted Punch List items, and shall name the date for their completion. The Certificate of Substantial Completion shall also state the responsibilities of the Owner and the Contractor for maintenance, heat, utilities, insurance and building security. Acknowledgment of the Date of Substantial Completion by the signature of all parties on the Certificate implies possession of the premises by the Owner, and further completion of all incomplete Punch List items by the Contractor and the subcontractors at the Owner's convenience. The Owner shall cooperate in permitting the Contractor access to the Work for the completion of Punch List items.

**§ 9.8.2** When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

**§ 9.8.3** Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

## § 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor..

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

## § 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.



§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract, including without limitation the requirements of laws and regulations that protect the environment and human health and safety. The Contractor and its subcontractors are solely responsible for complying with local, state and federal laws and regulations regarding the Work under construction at the site, including the current provisions of the Occupational Safety and Health Act of 1970 (29 CFR 1910 et seq.) and the Consumer Product Safety Act as it relates to building materials and construction. The Contractor shall submit the Contractor's safety program to the Architect and Owner.

### § 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone

directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

**§ 10.2.6** The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

**§ 10.2.7** The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

**§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY**

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

**§ 10.3 HAZARDOUS MATERIALS**

**§ 10.3.1** The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

**§ 10.3.2** Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. When the material or substance has been rendered harmless, Work in the affected area shall resume upon notification by Owner. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

**§ 10.3.3** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

*(Paragraphs deleted)*

**§ 10.3.4** The Contractor hereby agrees and warrants that neither the Contractor, nor any of its employees, agents or subcontractors shall introduce any materials, supplies, or products in performing the Work which contain restricted or banned hazardous materials.

**§ 10.3.5** Upon request of the Contractor, the Owner shall make available any inspections, reports, or studies in the Owner's possession relating to the presence of asbestos, if any, at the Work site.

**§ 10.3.6** The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.7 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.8 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

#### § 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

### ARTICLE 11 INSURANCE AND BONDS

#### § 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies approved by Owner and lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified below.. Coverages, shall be on an occurrence basis, except for worker's compenstion, and shall be maintained without interruption from the date of commencement of the Work until the date of final payment. and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, Construction Manager or Program Manager (if applicable). An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an

additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

**§ 11.1.5** Limits of insurance provided by the Contractor pursuant to these General Conditions shall not be less than the following:

.1	Commercial Liability	\$2,000,000.00
.2	Automobile Liability	\$1,000,000.00
.3	Umbrella Liability	\$10,000,000.00
.4	Workers' Compensation	Statutory plus \$500,000.00 Employers Liability

## **§ 11.2 OWNER'S LIABILITY INSURANCE**

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

## **§ 11.3 PROPERTY INSURANCE**

**§ 11.3.1** The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.4 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

**§ 11.3.1.1** Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

*(Paragraphs deleted)*

**§ 11.3.1.4** This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

**§ 11.3.1.5** In the event of partial occupancy or use in accordance with Section 9.9, the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

*(Paragraphs deleted)*

## **§ 11.3.3 LOSS OF USE INSURANCE**

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

*(Paragraph deleted)*

**§ 11.3.5** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

**§ 11.3.6** Before an exposure to loss may occur, the Contractor shall file with the Owner a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least thirty (30) days' prior written notice has been given to the Owner.



### § 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 The Contractor shall pay the Owner and Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

*(Paragraphs deleted)*

### § 11.4 PERFORMANCE BOND AND PAYMENT BOND AND STATUTORY BOND

§ 11.4.1 The Contractor shall furnish Performance Bond, Labor and Material Payment Bond, and Statutory Bond in the amount of one hundred percent (100%) of Contract Sum at the time of execution of the Contract. Performance and Payment Bonds shall be executed by a surety company satisfactory to Owner in form of AIA A311.

§ 11.4.1.1 Such Bonds, among other conditions, shall include payment for all materials used in Work and for all labor performed, whether by subcontractor or otherwise. Cost of Performance Bond and Payment Bond shall be included in the Contract Sum. Further, the Surety, by providing such Bonds, agrees to waive all notice to any change in the Work that would extend the Contract Time or increase Contract Sum and Surety agrees to increase the Penal Sum of the Bonds in the event of increases in the Contract Sum to this Agreement.

§ 11.4.1.2 Said Bonds shall remain in full force and effect during term of any warranty required by specifications and any such longer term as required by Kansas law. Contractor shall keep bonding company informed of changes in amount of the Contract Sum and shall furnish Architect with copies of notices of such changes.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

## ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

### § 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect or Owner has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

### § 12.2 CORRECTION OF WORK

#### § 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of

uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

#### **§ 12.2.2 AFTER SUBSTANTIAL COMPLETION**

**§ 12.2.2.1** In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4. This provision does not reduce or limit Contractor's obligation to perform Work in accordance with the Contract Documents nor does it reduce or limit any remedies available to Owner at law or in equity.

**§ 12.2.2.2** The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

**§ 12.2.2.3** The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

**§ 12.2.3** The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

**§ 12.2.4** The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

**§ 12.2.5** Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

#### **§ 12.3 ACCEPTANCE OF NONCONFORMING WORK**

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

### **ARTICLE 13 MISCELLANEOUS PROVISIONS**

#### **§ 13.1 GOVERNING LAW**

The Contract shall be governed by the law of the State of Kansas.

**§ 13.1.2** It is the Owner's intent to take advantage of its tax exemption status. Therefore, the Owner will furnish to the Contractor a tax exemption number issued by the State of Kansas for the construction of this Project. Where appropriate, sales tax shall not be included in the Contractor's proposal.

**§ 13.1.3** The Contractor agrees to abide by all federal requirements, including Equal Employment Opportunity (Article 15.1), the Clean Air Act, the Federal Water Pollution Control Act and such other federal, state or local laws applicable to this Project and to furnish any certification required by any federal, state or local governmental agency in connection with same.

## § 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

## § 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

## § 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

## § 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.



### § 13.6 INTEREST

In the event that undisputed amounts are not paid by Owner to Contractor within 30 days after Owner receives a timely, properly completed undisputed request for payment, the Owner shall pay interest computed at the rate of 18% per annum on the undisputed amount, which shall begin to accrue on the eighth day after Architect receives an undisputed request for payment from Contractor. Owner agrees that all obligations regarding payment are subject of the Kansas Fairness in Public Construction Contract Act, K.S.A. §16-1901, et seq.

### § 13.7 TIME LIMITS ON CLAIMS

Claims by the Contractor must be initiated within twenty-one (21) days after occurrence of the event giving rise to such claim, otherwise, such claim shall be deemed waived. Claims must be made by written notice to the Owner with a copy to the Architect. The Owner shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped; or
- .3 Because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents, following a seven-day written notice to cure to Owner .

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed,. Contractor shall have no right to anticipated overhead and profit on the work not completed and shall not be entitled to any consequential, indirect or incidental damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

### § 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven (7) days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.
- .4 By issuing the bonds for the Project, the Surety acknowledges that the Bonds are subject to the requirements of this Agreement. Further, in the event Owner must terminate Contractor for cause, the Surety agrees to perform its obligations under the bonds with promptness so as to not delay the overall completion of the Project and the Surety shall take all necessary steps to bring the Project back on track.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

#### § 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

#### § 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

### ARTICLE 15 CLAIMS AND DISPUTES

#### § 15.1 CLAIMS

##### § 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question

between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

#### **§ 15.1.2 NOTICE OF CLAIMS**

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

#### **§ 15.1.3 CONTINUING CONTRACT PERFORMANCE**

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents for all non-disputed Work. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

#### **§ 15.1.4 CLAIMS FOR ADDITIONAL COST**

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given to Owner and Architect before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

#### **§ 15.1.5 CLAIMS FOR ADDITIONAL TIME**

**§ 15.1.5.1** If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

**§ 15.1.5.2** If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be made in accordance with the requirements and limitations of Section 01010, in the Paragraph entitled "Time Extensions for Unusually Severe Weather."

#### **§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES**

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

#### **§ 15.2 INITIAL DECISION**

**§ 15.2.1** Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Architect for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to litigation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

**§ 15.2.2** The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks

sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may, within 30 days from the date of an initial decision, file suit in litigation.

*(Paragraph deleted)*

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

*(Paragraphs deleted)*

## **ARTICLE 16 AFFIRMATIVE ACTION**

§ 16.1 Contractor shall comply with all federal, state and municipal statutes, rules, regulations and ordinances pertaining to hiring practices, affirmative action, and labor applicable to the jurisdiction of the Project.

§ 16.2 Exceptions to the above Equal Employment Opportunity conditions are contracts and subcontracts not exceeding ten thousand and no/100 dollars (\$10,000.00).

§ 16.3 Unless otherwise provided, the above Equal Employment Opportunity provisions are required to be inserted in all non-exempt subcontracts.

§ 16.4 Contractor may be required under Section 60-1.40 Title 41, C.F.R., to develop a written Affirmative Action Compliance Program if Contractor has fifty (50) or more employees. If Contractor is so required, it agrees to do so no later than one hundred twenty (120) days after the effective date of the Contract and to maintain such program until such time as it is no longer required by law or regulations.

§ 16.5 Contractor shall be bound by and agrees to the provisions of the Vietnam Era Veteran's Readjustment Act of 1974 and all regulations, rules and orders promulgated there under.

§ 16.6 Contractor shall be bound by and agrees to the provisions of Section 503 of the Rehabilitation Act of 1973 and all requirements, rules and orders promulgated there under.

(Paragraph deleted)



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# Additions and Deletions Report for AIA<sup>®</sup> Document A201<sup>™</sup> – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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## PAGE 1

### Shawnee Mission School District 2007 Contract Template

...

~~(Name, legal status and address)~~(Name and address)

Shawnee Mission U.S.D. No. 512

7235 Antioch

Shawnee Mission, KS 66204

...

~~(Name, legal status)~~(Name and address)

...

## 15 CLAIMS AND DISPUTES

## 16 AFFIRMATIVE ACTION

## PAGE 2

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The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) ~~a Construction Change Directive or an Emergency Change Order Authorization~~ or (4) a written order for a minor change in the Work issued by the Architect. ~~Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or~~ The Contract Documents also include the bidding requirements (including: invitation to bid, Instructions to Bidders, bid form, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or and proposal, or portions of Addenda relating to bidding requirements. In addition, the Provisions found in Contractual Provision Attachment (Form DA-146a), which is hereto attached are hereby incorporated in this contract and made a part thereof.

...

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. ~~The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.~~

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### ~~§ 1.1.8 INITIAL DECISION MAKER~~ INITIAL DECISION MAKER

The Initial Decision Maker is the ~~person~~ Architect identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

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~~§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective~~ Owner shall be deemed the author and owner of the Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' Owner's reserved rights.

...

**§ 2.1.2** The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

**§ 2.2.1** Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor. Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

**§ 2.2.2** ~~Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.~~ The Owner shall furnish, where reasonably necessary, all surveys describing physical characteristics, legal descriptions, if requested and utility locations for the site of the Project, and a legal description of the site to the extent any such information exists.. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relate to the safe performance of the Work. However, Contractor shall immediately notify Owner and Architect, in writing, in the event Contractor observes any discrepancies in such information.

**§ 2.2.3** ~~The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.~~ information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

**§ 2.2.4** ~~The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.~~

## PAGE 12

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3. The rights stated in this provision are not a limitation of any rights of the Owner expressed in the Contract Documents or as provided in law or equity.

...



If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

§ 2.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a three-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

§ 2.4.2 Further, the Contractor agrees that, in the event Contractor does not carry out such Work at such rates of progress as required by the Construction Schedule, the Owner may, upon three (3) days' written notice to Contractor, at Owner's option and without Contractor receiving any additional compensation therefor, require Contractor to increase the number of qualified supervisory personnel and/or workers and the amount of equipment employed in the performance of the Work to such extent as Owner may deem necessary or desirable. In addition, Owner, at its option, may supplement Contractor's manpower by entering into contracts with other contractors to perform the Work. All costs that are incurred by Owner, in this regard, including reasonable attorney's fees, shall be deducted from any sums due Contractor or Owner may make demand on Contractor for reimbursement of such costs.

## PAGE 13

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

...

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or ~~Construction Change Directive~~ Emergency Change Order Authorization.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. Use of profanity by Contractor or its employees, subcontractors, suppliers or other persons in the control of Contractor in the presence of School staff or students will not be tolerated. Smoking and excessively loud playing of audio equipment in occupied spaces will not be allowed. In addition, Contractor comply with the District Code of Conduct, as referenced in the Bid Documents.

§ 3.4.4 The Contractor shall endeavor to employ or use labor in connection with the Work in a manner that will minimize the likelihood of any strike, work stoppage, or other labor disturbance.

PAGE 14

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect, except such taxes as are saved by the use of the Owner's tax exemption.

§ 3.7

PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

...

**§ 3.7.4 Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. ~~If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.~~

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**§ 3.8.1** The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection. The Contractor acknowledges and agrees that he may not incur costs that exceed the stated Allowance or expend any monies related to the Allowance without first seeking the written approval of the Owner and, where necessary, the approval of the Board of Education.

...

- .1 ~~Allowances~~ allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

...

- .3 ~~Whenever~~ whenever costs are ~~more than or less than~~ allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2. In connection with allowances stated in the Agreement or Contract Documents, the Contractor agrees that it may not incur or expend any monies in excess of the specified allowance amount(s), without express written approval issued in advance by Owner. Failure to obtain prior authorization from Owner shall be deemed a waiver of any claim by Contractor to increase the Contract Sum or seek additional compensation related to such increase in allowance amount(s).

...

**§ 3.9.2** The Contractor, ~~as soon as practicable~~ within seven (7) days after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect

may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the ~~14-day~~ 14-day period shall constitute notice of no reasonable objection.

...

§ 3.10.1 The Contractor, ~~promptly~~ within (7) days after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, ~~promptly~~ within ten (10) days after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

#### PAGE 16

§ 3.10.4 In the event that the Owner determines that the performance of the Work has not progressed to the level of completion required by the Contract Documents, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite progress of construction. The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with the performance of such corrective measures for delays caused by the Contractor, subcontractors or materialmen.

...

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or ~~Construction Change Directive~~ Emergency Change Order Authorization has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

#### PAGE 17

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design ~~professional~~ professionals related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design ~~professionals~~, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, ~~approve or take other appropriate action~~ approve or take other appropriate action and issue a response as follows: "approve" or "approve as noted", or "reject and request

resubmission" on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

...

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. Further, the Contractor shall use its best efforts to not disturb any occupancy or use of the building that is the subject of this Agreement or disturb any residences in the vicinity or operations of businesses adjacent to or near the site of the Work.

...

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the ~~Contract~~ Contract and to the reasonable satisfaction of the Owner. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

...

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, including attorney's fees, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

## PAGE 18

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, Project Manager or Construction Manager (if applicable) and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity ~~that~~ which would otherwise exist as to a party or person described in this Section 3.18.

...

~~§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.~~

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate ~~for~~ For Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have



control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1-Documents.

## PAGE 19

§ 4.2.8 The Architect will prepare Change Orders and ~~Construction Change Directives, Emergency Change Order Authorizations,~~ and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

...

§ 4.2.10 ~~If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.~~ The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.11 ~~The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.~~

§ 4.2.12 ~~Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.~~ The Architect's decisions on matters relating to aesthetic effect will be submitted to the Owner for final approval.

§ 4.2.13 ~~The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.~~ Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 4.2.14 ~~The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.~~

## PAGE 20

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, ~~as soon as practicable within three (3) calendar days~~ after award of the Contract, ~~contract,~~ shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the ~~14 day~~ 14 day period shall constitute notice of no reasonable objection.

...

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if ~~the Owner or Architect makes reasonable objection to such substitution, without the written approval of the Owner.~~ Such approval shall not be deemed to create a contractual relationship, third party beneficiary relationship between Owner and such subcontractor. Such relationship is denied by Owner.

PAGE 21

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than ~~30~~ sixty (60) calendar days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

PAGE 22

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the ~~Owner or~~ Owner, separate contractors as provided in Section 10.2.5.

...

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, ~~Construction Change Directive~~ Emergency Change Order Authorization or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; ~~a Construction Change Directive or an Emergency Change Order Authorization~~ requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, ~~Construction Change Directive~~ Emergency Change Order Authorization or order for a minor change in the Work.

...

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A ~~Construction Change Directive~~ is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by ~~Construction Change Directive~~, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A ~~Construction Change Directive~~ shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the ~~Construction Change Directive~~ provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- ~~1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;~~
- ~~2 Unit prices stated in the Contract Documents or subsequently agreed upon;~~
- ~~3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or~~
- ~~4 As provided in Section 7.3.7.~~

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or ~~Construction Change Directive~~ so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

**§ 7.3.5** Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

**§ 7.3.6** A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

**§ 7.3.7** If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

**§ 7.3.8** The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

**§ 7.3.9** Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

**§ 7.2.2** Methods used in determining adjustments to the Contract Sum may include those listed in Section 7.2.3.

**§ 7.2.3** If the Contractor does not respond promptly or disagrees with the method for adjustment of the Contract Sum, the method for adjustment in the Contract Sum shall be recommended by the Architect to the Owner on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, the Contractor shall keep and present in form such as the Architect, with the approval of the Owner, may prescribe an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Subparagraph 7.2.3 shall be limited to the following:

- .1 costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom and workers' compensation insurance;
- .2 costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 costs of premiums for all bonds and insurance, permit fees, and sales use or similar taxes related to the Work; and
- .5 additional costs of supervision and field officer personnel directly attributable to the change.



§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.2.4 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net costs as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured based on net increase or decrease, if any, with respect to that change.

### **§ 7.3 EMERGENCY CHANGE ORDER AUTHORIZATION**

§ 7.3.1 In emergency situations, as determined by the Owner, the Superintendent of Schools, or the Deputy Superintendent for Operations has authority to issue an Emergency Change Order Authorization up to a maximum of Twenty Thousand Dollars and No/100 (\$20,000.00) per occurrence.

§ 7.3.2 An Emergency Change Order Authorization is a written order prepared and signed by the Superintendent of Schools or the Deputy Superintendent for Operations directing a change in the Work prior to formal approval by the Board of Education. The Owner may, by Emergency Change Order Authorization, and without invalidating this Agreement, order changes in the Work within the general scope of the Agreement consisting of additions, deletions or other revisions, the Contract Sum being adjusted accordingly.

§ 7.3.3 An Emergency Change Order Authorization may be used to expedite the approval of changes in the Work when the formal action of the Board of Education is not practical, or cannot be obtained in a timely fashion without impeding the progress of the Project. An Emergency Change Order Authorization may, at Owner's discretion, be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.4 An adjustment in Contract Price by the execution of an Emergency Change Order Authorization shall be based on one of the following methods:

- .1 mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 unit price stated in the Contract Documents or subsequently agreed upon;
- .3 cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 as provided in Section 7.2.3.

§ 7.3.5 Upon receipt of an approved Emergency Change Order Authorization, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Emergency Change Order Authorization for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Owner on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, and also under Section 7.3.4.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.6 shall be limited to the following:

- .1 costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.7 Pending final determination of the total cost of an Emergency Change Order Authorization, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the Architect will make an interim determination subject to Owner approval for purposes of monthly certification for payment for those costs. That determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a claim in accordance with Article 4.

§ 7.3.8 When the Owner and Contractor agree with the determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

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§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the ~~Agreement~~ Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work. The Contractor agrees to commence Work not later than fourteen (14) calendar days after the execution of a Contract with the Owner. The Owner will suffer financial loss if the Project is not substantially complete in the time set forth in the Contract Documents. The Contractor and his surety shall be liable for and shall pay to the Owner the sum stated in Paragraph 8.2.4 herein as fixed, agreed, and liquidated damages for each consecutive day (including weekends and holidays) of delay until the Work is substantially completed.

...

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time. The Contractor shall diligently and continuously prosecute and complete the Work and coordinate the Work with the other work being performed in accordance with those schedules as may be issued from time to time during the performance of the Work so as not to delay, impede, obstruct, hinder or interfere with the commencement, progress, or completion if the whole or any part of the Work or other work for the Owner.

The Owner may, at its sole discretion, direct the Contractor to work overtime, and, if so directed, the Contractor shall work such overtime. Provided that the Contractor is not in default under any of the terms or provisions of this Contract the Owner will pay the Contractor for such actual additional wages paid, if any, at rates, which have been pre-approved by the Owner and Construction Manager.

§ 8.2.4 Liquidated damages in the amount per calendar day as set forth in Section 01010 shall be assessed against the Contractor for failure to complete the Work. Assessment of such liquidated damages shall commence on the day after the date designated in the bid proposal for substantial completion. Time is of the essence of this Contract.

## PAGE 25

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may ~~determine, recommend and the Owner and Contractor may agree to...~~

...

~~§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.~~

§ 8.3.3 Unless a delay is caused, in whole or in part, by acts or omissions within the control of the Owner or persons acting on behalf thereof (other than the Contractor or persons acting on behalf of the Contractor), the only remedy

available to the Contractor for delay shall be an extension of time. Unless a delay is caused, in whole or in part, by acts or omissions within the control of the Owner or persons acting on behalf thereof (other than the Contractor or persons acting on behalf of the Contractor), the Contractor agrees that, whether or not any delay shall be basis for an extension of time, the Contractor shall have no claim against the Owner or Architect/Engineer for:

- .1 and increase in the Contract Sum;
- .2 a payment or allowance of any kind for damage, loss or expense resulting from delays; or
- .3 any damage, loss or expense resulting from interruptions, accelerations, inefficiencies or suspensions of its Work.

§ 8.3.4 Nothing herein shall be construed as granting an extension of time for delays, in whole or in part, by the Contractor or persons acting on behalf thereof.

...

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, ~~before the first Application for Payment, within ten (10) calendar days after award of contract,~~ a schedule of values allocating the entire Contract Sum to the various portions of the Work and 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. The Schedule of Values shall be prepared in such a manner that each major item of Work and each subcontracted item of Work is shown as a single line item on AIA Document G702A, Application and Certificate for Payment Continuation Sheet. The Schedule of Values shall indicate a value for construction schedules and progress meeting notes that are required in the Contract Documents.

...

§ 9.3.1 ~~At least ten days before the date established for each progress payment, the~~ The Contractor shall submit its Applications for Payment to Architect and Owner's Representative in accordance with the Accounts Payable Schedule as set forth in Section 1020 of the Project Manual. The Contractor shall submit to the Architect and Owner's Representative an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2-9.2., for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section ~~7.3.9-7.3.8,~~ such applications may include requests for payment on account of changes in the Work that have been properly authorized by ~~Construction Change Directives, Emergency Change Order Authorization,~~ or by interim determinations of the Architect, but not yet included in Change Orders.

## PAGE 27

§ 9.6.1 ~~After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. The Owner shall make payment to Contractor in accordance with the Payment Schedule in the Contract Documents. However, it is understood that, notwithstanding the schedule, the Owner shall make payment to the Contractor within 30 days after the Owner receives a timely, properly completed undisputed request for payment according to the terms of this Agreement, unless extenuating circumstances exist (if so, no later than 45 days) and in accordance with the Kansas Fairness in Public Construction Contract Act. Such payments are subject to the following conditions:~~

§ 9.6.1.1 Until substantial completion, the Owner will pay ninety percent (90%) of the amount due the Contractor on account of progress payments.

§ 9.6.1.2 After substantial completion, and upon receipt of Application for Payment accompanied by consent of surety to reduction in or partial release of retainage executed in duplicate on AIA Document G707A, and upon certification, the Owner may, in its sole discretion, pay ninety-five percent (95%) of the amount due the Contractor on account of progress payments, less two hundred percent (200%) of the value of items of the Work remaining to be done.

§ 9.6.1.3 The final five percent (5%) of the Contract Sum shall not be paid until the Contractor has submitted to the Owner all releases, waivers and other final documents required and satisfied all other Conditions Precedent identified in the General Conditions and Section 5.2 of the Standard Form of Agreement Between Owner and Contractor, A101-2007, as amended.

§ 9.6.1.4 The full Contract retainage may be reinstated if the manner of completion of the Work and its progress do not remain satisfactory to the Owner or of other good and sufficient reasons, or its surety revokes its consent of reduction in or partial release of the retainage.

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~~If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if In the event that undisputed amounts are not paid by Owner to Contractor within 30 days after Owner receives a timely, properly completed undisputed request for payment, the Owner shall pay interest computed at the rate of 18% per annum on the undisputed amount, which shall begin to accrue on the day payment is due. Owner agrees that all obligations regarding payment are subject of the Kansas Fairness in Public Construction Contract Act, K.S.A. §16-1901, et seq. If the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, in accordance with the above referenced timetable, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents, which shall be accomplished as provided in Article 7.~~

...

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Owner determines in its sole discretion that the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.1.1 The Contractor shall carefully and regularly check his Work for conformance with the Contract Documents as the Work is being done. Unsatisfactory Work shall be corrected as the Work progresses and not be permitted to remain and become part of the Punch List. When the Contractor determines that the entire Work is ready for the Punch List inspection, it shall so notify the Architect for the Punch List inspection at the earliest possible date. Transmittal of the Punch List to the Contractor shall set the date for a reinspections prior to issuance of a Certificate of Substantial Completion. Upon receipt of the Punch List, the Contractor shall within seven (7) days bring to the attention of the Architect any questions that it may have concerning requirements of the Punch List.

§ 9.8.1.2 When advised by the Contractor that all items on the Punch List have been completed and/or corrected, the Architect shall conduct a reinspection and shall be accompanied by the Contractor and any needed subcontractors to determine whether the Certificate of Substantial Completion can be issued. When issued, the Certificate of Substantial Completion shall state the date of commencement of the Warranty period (with any items to have a later starting date specifically noted). The Certificate shall also have attached to it the uncompleted Punch List items, and shall name the date for their completion. The Certificate of Substantial Completion shall also state the responsibilities of the Owner and the Contractor for maintenance, heat, utilities, insurance and building security. Acknowledgment of the Date of Substantial Completion by the signature of all parties on the Certificate implies possession of the premises by the Owner, and further completion of all incomplete Punch List items by the Contractor and the subcontractors at the Owner's convenience. The Owner shall cooperate in permitting the Contractor access to the Work for the completion of Punch List items.

## PAGE 29

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided



the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect-Contractor..

## PAGE 30

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the ~~Contract~~. Contract, including without limitation the requirements of laws and regulations that protect the environment and human health and safety. The Contractor and its subcontractors are solely responsible for complying with local, state and federal laws and regulations regarding the Work under construction at the site, including the current provisions of the Occupational Safety and Health Act of 1970 (29 CFR 1910 et seq.) and the Consumer Product Safety Act as it relates to building materials and construction. The Contractor shall submit the Contractor's safety program to the Architect and Owner.

## PAGE 31

**§ 10.3.2** Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. ~~The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection.~~ When the material or substance has been rendered harmless, Work in the affected area shall resume upon ~~written agreement of the Owner and Contractor.~~ notification by Owner. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

...

**§ 10.3.4** ~~The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.~~

**§ 10.3.5** ~~The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.~~

**§ 10.3.4** The Contractor hereby agrees and warrants that neither the Contractor, nor any of its employees, agents or subcontractors shall introduce any materials, supplies, or products in performing the Work which contain restricted or banned hazardous materials.

**§ 10.3.5** Upon request of the Contractor, the Owner shall make available any inspections, reports, or studies in the Owner's possession relating to the presence of asbestos, if any, at the Work site.

**§ 10.3.6** If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred. The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such

materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.7 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.8 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

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§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies approved by Owner and lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

...

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims made basis, below.. Coverages, shall be on an occurrence basis, except for worker's compenstion, and shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. Owner, Construction Manager or Program Manager (if applicable). An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants-Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.1.5 Limits of insurance provided by the Contractor pursuant to these General Conditions shall not be less than the following:

<u>.1</u>	<u>Commercial Liability</u>	<u>\$2,000,000.00</u>
<u>.2</u>	<u>Automobile Liability</u>	<u>\$1,000,000.00</u>
<u>.3</u>	<u>Umbrella Liability</u>	<u>\$10,000,000.00</u>
<u>.4</u>	<u>Workers' Compensation</u>	<u>Statutory plus \$500,000.00 Employers Liability</u>

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~~§ 11.3.1 Unless otherwise provided, the Owner~~The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract ~~Modifications~~modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost ~~basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, basis.~~ Such property insurance shall be maintained until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section ~~11.3-11.4~~11.4 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

...

~~§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.~~

~~§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.~~

~~§ 11.3.1.5 Partial~~In the event of partial occupancy or use in accordance with Section ~~9.9~~9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. ~~The Owner and 9.9,~~ the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

#### ~~§ 11.3.2 BOILER AND MACHINERY INSURANCE~~

~~The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.~~

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. ~~The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.~~

~~§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.~~

~~§ 11.3.6 Before an exposure to loss may occur, the Owner~~Contractor shall file with the ~~Contractor~~Owner a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least ~~30~~thirty (30) days' prior written notice has been given to the ~~Contractor~~Owner.

~~§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay~~ The Contractor shall pay the Owner and Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

~~§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.~~

~~§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.~~

#### **§ 11.4 PERFORMANCE BOND AND PAYMENT BOND AND STATUTORY BOND**

~~§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.~~ Contractor shall furnish Performance Bond, Labor and Material Payment Bond, and Statutory Bond in the amount of one hundred percent (100%) of Contract Sum at the time of execution of the Contract. Performance and Payment Bonds shall be executed by a surety company satisfactory to Owner in form of AIA A311.

§ 11.4.1.1 Such Bonds, among other conditions, shall include payment for all materials used in Work and for all labor performed, whether by subcontractor or otherwise. Cost of Performance Bond and Payment Bond shall be included in the Contract Sum. Further, the Surety, by providing such Bonds, agrees to waive all notice to any change in the Work that would extend the Contract Time or increase Contract Sum and Surety agrees to increase the Penal Sum of the Bonds in the event of increases in the Contract Sum to this Agreement.

§ 11.4.1.2 Said Bonds shall remain in full force and effect during term of any warranty required by specifications and any such longer term as required by Kansas law. Contractor shall keep bonding company informed of changes in amount of the Contract Sum and shall furnish Architect with copies of notices of such changes.

...

**§ 12.1.2** If a portion of the Work has been covered that the Architect or Owner has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

**§ 12.2.2.1** In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the

Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4. This provision does not reduce or limit Contractor's obligation to perform Work in accordance with the Contract Documents nor does it reduce or limit any remedies available to Owner at law or in equity.

...

The Contract shall be governed by the law of the ~~place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern~~ Section 15.4, State of Kansas.

§ 13.1.2 It is the Owner's intent to take advantage of its tax exemption status. Therefore, the Owner will furnish to the Contractor a tax exemption number issued by the State of Kansas for the construction of this Project. Where appropriate, sales tax shall not be included in the Contractor's proposal.

§ 13.1.3 The Contractor agrees to abide by all federal requirements, including Equal Employment Opportunity (Article 15.1), the Clean Air Act, the Federal Water Pollution Control Act and such other federal, state or local laws applicable to this Project and to furnish any certification required by any federal, state or local governmental agency in connection with same.

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~~Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. In the event that undisputed amounts are not paid by Owner to Contractor within 30 days after Owner receives a timely, properly completed undisputed request for payment, the Owner shall pay interest computed at the rate of 18% per annum on the undisputed amount, which shall begin to accrue on the eighth day after Architect receives an undisputed request for payment from Contractor. Owner agrees that all obligations regarding payment are subject of the Kansas Fairness in Public Construction Contract Act, K.S.A. §16-1901, et seq.~~

...

~~The Owner and Contractor~~ Claims by the Contractor must be initiated within twenty-one (21) days after occurrence of the event giving rise to such claim, otherwise, such claim shall be deemed waived. Claims must be made by written notice to the Owner with a copy to the Architect. The Owner shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work, law. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

...

- ~~.2~~ An act of government, such as a declaration of national emergency that requires all Work to be stopped;  
or
- ~~.3~~ Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- ~~.4~~ The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1 Documents, following a seven-day written notice to cure to Owner .

...

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and executed. Contractor shall have no right to anticipated overhead and profit on the work not completed and shall not be entitled to any consequential, indirect or incidental damages.

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§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven (7) days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

...

- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.
- .4 By issuing the bonds for the Project, the Surety acknowledges that the Bonds are subject to the requirements of this Agreement. Further, in the event Owner must terminate Contractor for cause, the Surety agrees to perform its obligations under the bonds with promptness so as to not delay the overall completion of the Project and the Surety shall take all necessary steps to bring the Project back on track.

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Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. Documents for all non-disputed Work. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

...

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given to Owner and Architect before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

...

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction, made in accordance with the requirements and limitations of Section 01010, in the Paragraph entitled "Time Extensions for Unusually Severe Weather."

...

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker Architect for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation-litigation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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~~§ 15.2.6~~ Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1, may, within 30 days from the date of an initial decision, file suit in litigation.

~~§ 15.2.6.1~~ Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

~~§ 15.2.8~~ 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.

### **§ 15.3 MEDIATION**

~~§ 15.3.1~~ Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

~~§ 15.3.2~~ The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

~~§ 15.3.3~~ The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

### **§ 15.4 ARBITRATION**

~~§ 15.4.1~~ If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

~~§ 15.4.1.1~~ A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

~~§ 15.4.2~~ The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

~~§ 15.4.3~~ The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.



#### **§ 15.4.4 CONSOLIDATION OR JOINDER**

**§ 15.4.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 15.4.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

#### **ARTICLE 16 AFFIRMATIVE ACTION**

**§ 16.1** Contractor shall comply with all federal, state and municipal statutes, rules, regulations and ordinances pertaining to hiring practices, affirmative action, and labor applicable to the jurisdiction of the Project.

**§ 16.2** Exceptions to the above Equal Employment Opportunity conditions are contracts and subcontracts not exceeding ten thousand and no/100 dollars (\$10,000.00).

**§ 16.3** Unless otherwise provided, the above Equal Employment Opportunity provisions are required to be inserted in all non-exempt subcontracts.

**§ 16.4** Contractor may be required under Section 60-1.40 Title 41, C.F.R., to develop a written Affirmative Action Compliance Program if Contractor has fifty (50) or more employees. If Contractor is so required, it agrees to do so no later than one hundred twenty (120) days after the effective date of the Contract and to maintain such program until such time as it is no longer required by law or regulations.

**§ 16.5** Contractor shall be bound by and agrees to the provisions of the Vietnam Era Veteran's Readjustment Act of 1974 and all regulations, rules and orders promulgated there under.

**§ 16.6** Contractor shall be bound by and agrees to the provisions of Section 503 of the Rehabilitation Act of 1973 and all requirements, rules and orders promulgated there under.

**§ 15.4.4.3** The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.





## SECTION 010100 - SUMMARY

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Project information.
  - 2. Work covered by Contract Documents.
  - 3. Access to site.
  - 4. Work restrictions.
  - 5. Specification and drawing conventions.
  - 6. Miscellaneous provisions.

#### 1.2 PROJECT INFORMATION

- A. Project Identification:
  - 1. Belinder Elementary School, 7230 Belinder Road, Prairie Village, Kansas 66208
  - 2. Highlands Elementary School, 6200 Roe Avenue, Mission, Kansas 66205
  - 3. Horizons High School, 5900 Lamar Road, Mission, Kansas 66202
  - 4. Indian Hills Middle School, 6400 Mission Road, Prairie Village, Kansas 66208
  - 5. Prairie Elementary School, 9501 West 91st Street, Prairie Village, Kansas 66212
  - 6. Shawnee Mission East High School, 7500 Mission Road, Prairie Village, Kansas 66208
  - 7. Shawnee Mission North High School, 7401 Johnson Drive, Overland Park, Kansas 66202
  - 8. Tomahawk Elementary School, 6301 West 78th Street, Overland Park, Kansas 66204
- B. Owner: Shawnee Mission School District, 7235 Antioch Road, Shawnee Mission, KS 66204
  - 1. Owner's Representative: Tim Wilcoxon. Telephone: 913.993.6200. Email: [timwilcoxon@smsd.org](mailto:timwilcoxon@smsd.org)
- C. Architect: Hollis + Miller Architects, Inc., 1822 Walnut Street, Suite 922, Kansas City, MO 64108
  - 1. Architect's Representatives: Justin Durham. Telephone: 816.442.7700.

#### 1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:
  - 1. All sitework, architectural, plumbing, mechanical, electrical, and utilities as indicated in the Contract Documents.
- B. Type of Contract:
  - 1. Project will be constructed under a single prime contract as indicated on bid proposal forms.
- C. The Contractor shall furnish all labor, materials, facilities, insurance, management, equipment, services, employee training and testing, permits and agreements necessary to perform the work required. General construction for this bid may require mobilization at multiple project sites. The bidder must perform the work in its entirety. Transferring or sharing prime responsibility for the work will not be allowed and will be considered cause for termination.
- D. The General or Prime Contractor shall be represented (full time) at the site, by a competent Superintendent from beginning of the work, until final completion unless otherwise approved by the Owner. The superintendent shall oversee and direct the daily construction activities at the work site including scheduling of workers and delivery of equipment and materials to meet the project schedule. The superintendent shall also inspect work in progress to ensure that work conforms to the plans and specifications. The superintendent shall be dedicated to these duties and shall physically perform work or "wear tools" only on a limited basis.
- E. Contractor is responsible for all permit fees and plan review fees to obtain building permit and additional permits as required by local building and state building jurisdictions.
- F. Utility relocations and extensions will be performed by utility suppliers or their agents. The contractor is responsible for the scheduling, phasing, and coordination of all work performed by the respective utility suppliers or their agents.

#### 1.4 ACCESS TO SITE

- A. Limit use of site and premises to allow owner occupancy and use of the existing building, parking lots, and hard play areas during construction. Occupants will include, but not be limited to: students, faculty, parents, and other groups so authorized to use the building and/or site by the school district.
  - 1. Repairs during school hours (8:45 am to 3:45 pm) are acceptable as long as coordinated with the Owner. The following exceptions shall apply:
    - a. Contractor shall not allow the use of loud portable audio equipment such as boom-boxes.
    - b. Contractor shall not perform work during standardized testing, sensitive curricula events, or guest speaker events. Coordinate times of these events with the Principal for each school.
- B. Contractor cannot park in any of the school parking lots, except as directed by Owner. Contractors are responsible for finding alternative parking locations to accommodate the amount of workers parking needed. This may require some type of shuttle system to transport workers to the site.
- C. There is to be no parking on the street around the school.
- D. No deliveries shall occur during morning drop-off 7:30-9:00 am or afternoon pick up 2:30-4:00 pm.
- E. Construction noise within the existing school must be limited during school hours 8:45 am 3:45 pm.
- F. The contractor shall coordinate the use of site and locations for all equipment storage, job trailers, portable lavatory facilities, generators, etc., with the architect and owner. The owner shall have the final approval for all site use by the contractor.
- G. Unless otherwise indicated, the owner will move loose furnishings out of the existing building with his own forces prior to scheduled demolition. This will include furniture, equipment, wall hangings, books, maps, clocks, and loose educational materials prohibiting work.

#### 1.5 CONTRACTOR AND VENDOR EMPLOYEES CODE OF CONDUCT

- A. Shawnee Mission School District requests that all contractor and vendor employees conduct themselves in an acceptable manner while performing work on school district property. The following items are prohibited on school district property:
  - 1. No physical or verbal contact is to be made with students or non-designated staff.
  - 2. No smoking or other use of tobacco products in any manner is permitted on district property. This also includes no electric cigarettes.
  - 3. No drugs and/or alcohol are to be consumed or present on district sites.
  - 4. No firearms, or hunting items, are to be present on the site.
  - 5. Foul and/or abrasive language is not to be used.
  - 6. All workers are to wear clothing on all parts of their body; no shirtless workers. Apparel should be appropriated to a school campus.
- B. Utilize designated areas for vehicle access and parking, material storage, etc.
- C. All workers are to wear a nametag, which identifies the company name and the individual's name.

#### 1.6 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
  - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. Controlled Substances: Use of tobacco products and other controlled substances on Project site is not permitted.
- C. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.
- D. Employee Screening: Comply with Owner's requirements for drug, alcohol and background screening of Contractor personnel working on Project site.
  - 1. Maintain list of approved screened personnel with Owner's representative.

## 1.7 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
  - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  - 2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.
  - 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 010100**



## SECTION 010200

## CONTRACT CONSIDERATIONS

## PART 1 GENERAL

## 1.01 SECTION INCLUDES

- A. Schedule of values.
- B. Bid Cost Breakdown.
- C. Application for Progress Payment.
- D. Application for Final Payment
- E. Change Orders and/or Clarifications.

## 1.02 SCHEDULE OF VALUES

- A. The Contractor will submit to the Architect, a Schedule of Values that includes all major categories of work and per building if applicable. The Schedule of Values will annotate a value for the construction schedules and progress meeting notes required by the contract documents. The dollar amounts are to include all labor, material, overhead and profit applicable to each item in the breakdown. As a sub-breakdown, each item is to be separated into an estimated labor and materials line item. The Contractor must submit an estimated total value for the projected cost of supplies, materials, and equipment required. Submit typed schedule on AIA Form G703 - Application and Certificate for Payment Continuation Sheet. Contractor's standard form of electronic media printout will be considered as an alternate form of submission.
- B. Submit Schedule of Values in triplicate within fourteen (14) calendar days after the contract for construction is executed and prior to any submission of an Application for Payment. Schedule shall list the installed value of the component parts of the work, broken down in sufficient detail to serve as a basis for computing values for progress payments during construction.
- C. Format: At a minimum, use the Table of Contents in this Project Manual to identify each line item with number and title of the major specification section.
- D. Add to the Schedule of Values approved Change Orders, with each Application for Payment. List Change Orders in numerical sequence with each Application for Payment.
- E. Correlate line items in the Schedule of Values with other required additional schedules and forms including:
  - a. Contractor's construction schedule
  - b. Contract payment request form
  - c. List of subcontractors.
  - d. List of products.
  - e. List of principle suppliers and fabrications.
  - f. Schedule of submittals.
- F. Prior to making application for the first progress payment, the Contractor must submit the Schedule of Values. No progress payments will be made until the schedule of values has



been received, reviewed, and approved by the Architect and Shawnee Mission School District. The costs assigned to the breakdown are to total the contract sum. The approved Schedule of Values is to be used by the Contractor on their Application for Payment.

1.03 BID COST BREAKDOWN

(See Bid Form for any applicable requirements)

1.04 APPLICATION FOR PROGRESS PAYMENTS

- A. At a time consistent with the requirements of this section, the General Conditions, and the Owner-Contractor Agreement, and for each calendar month during the progress of the work, submit three (3) copies of a properly notarized itemized Application for Payment prepared in a manner consistent with the Schedule of Values.
  - B. The amount shown on the Application for Payment shall be established by the value of work completed through the last day of the application period based upon the Contractor's estimate of labor and materials incorporated in the work and of materials suitably stored in accordance with the contract through the last day of the previous application, less the aggregate of previous payments, and less the retainage as specified in this section.
  - C. The form of application for payment shall be the May, 1983 edition of AIA Document G702. "Application and Certificate for Payment", supported by AIA Document G703. "Continuation Sheet", May, 1983 edition.
  - D. Provide the following itemized data on Continuation Sheet:
    - a. Format, schedules, line items, and values shall be from the Schedule of Values accepted by Architect.
    - b. Include names, trades and amount for subcontractors.
1. Application Form:
- a. Fill in required information, including that for change orders executed prior to the date of submittal application.
  - b. Fill in summary of dollar values to agree with the respective totals indicated on the continuation sheet.
  - c. Execute certificate with the signature of a responsible officer of the contractor's firm.
2. Continuation sheets:
- a. Fill in total list of all scheduled component items of work, with each number and the scheduled dollar value of each item.
  - b. Fill in the dollar value in each column for each scheduled line item when work has been performed or products stored. Round off values to nearest dollar, or as specified in the Schedule of Values.
  - c. List each change order executed prior to the date of submission, at the end of the continuation sheets. List by change order number, description, and breakdown of costs as for an original component item of work.

- E. Substantiating Data for Progress Payments:
  - 1. Substantiating data is required to verify a payment request. Contractors are to include a cover letter identifying:
    - a. Project.
    - b. Application number and date.
    - c. Detailed list of enclosures.
    - d. For stored products: Item number and identification as shown on application, and description of specific material. Include Bill of Sale, Non-Negotiable Bailment Receipt (see form at the end of this section) and applicable insurance certificate.
  - 2. Submit one copy of the data cover letter for each of the applications.
- F. Applications for Payment shall be accompanied by cost breakdowns from the contractor, subcontractors and sub-sub-contractors.
- G. The three notarized copies of the application for payment will be transferred to the architect to be certified for payment. Provide a copy (non-notarized) to the owner's representative.

#### 1.05 APPLICATION FOR FINAL PAYMENT

- A. Submit final Application for Payment following the procedures specified above for progress payments.
- B. Before submitting final Application for Payment, forward concurrently to the Architect, the written warranties and guarantees, Record and Information Manuals and other documents required by the contract documents. Place properly in approved storage at the site the extra stock and spare parts specified. Contractor will obtain the signature of the Architect verifying receipt of the extra stock and spare parts.
- C. Properly executed "Final Lien Waiver and Release" and Contractor's "Affidavit" (see applicable forms at the end of this section) shall be submitted to the Architect in duplicate prior to final payment.
- D. Application for Final Payment shall be accompanied by a properly executed "Consent of Surety Company to Final Payment: AIA Document G707, April, 1970 edition.

#### 1.06 CHANGES AND/OR CLARIFICATIONS

- A. Request for Information (RFI)
  - 1. If during the construction of the project, clarification of the documents is required, it shall be brought to the attention of the Architect. The Architect will either provide clarification or the Contractor will issue a Request for Information (RFI) to the Architect. Each RFI will be dated and sequentially numbered. The Architect shall provide his written response to the RFI and return the RFI response to the Contractor for distribution to all effected contractors.
  - 2. Responses to RFI's are not authorization to proceed with work requiring additional compensation. If additional compensation is required, the Contractor shall immediately advise the Architect, and Owner.

B. Proposal Request (PR)

1. Should the owner contemplate making a change in the work, the architect will issue a Proposal Request (PR) to the Contractor. If the described change impacts cost and/or time, the Contractor will prepare a proposal and submit it to the Architect. The Contractor's proposed cost shall be broken down completely giving quantity and unit costs by each trade of each item, labor cost with hourly rates, allowable overhead and profit (both adds and deducts). The Owner and Architect will review the pricing to determine if a change order will be issued. Contractors are not to proceed with additional work until written authorization has been received. No additional amount will be paid for submittal in this form or for resubmittal should the breakdown be considered inadequate by the Architect and Owner.

C. Change Orders (CO)

1. If the Owner determines that a Proposal Request will be accepted, the Architect will prepare a change order (CO) which will be dated and numbered sequentially. The change order will describe the change or changes, will refer to the Proposal Request and Proposal number and becomes valid when signed by the Owner, the Architect and the Contractor.
2. Where unit prices are not required by the bid documents and value of changes or extra work is determined by estimate and acceptance in a lump sum, by cost and percentages, or by cost and a fixed fee, the percentages for overhead and profit, or commission to be allowed for net increases shall in no case exceed the figures identified on the bid form.
3. Estimates for material shall be based on reasonable current market value at which materials are available to the Contractor and Subcontractor. Upon request, submit satisfactory evidence of such costs. Labor unit costs shall include associated insurance.
4. When authorized by the Owner, time and material accounting of a change in work may be used. The Contractor shall maintain an accurate account of labor and material involved in each change. Such time and material records are subject to verification. Notify Architect and Owner when work on each change is to start and when it has been completed. To receive full recognition, labor assigned to Contract changes must, insofar as possible, work continuously on the change, rather than interchanging between contract work and the change.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

## FINAL LIEN WAIVER AND RELEASE

Reference that certain Agreement between \_\_\_\_\_, as Contractor, and \_\_\_\_\_, as Owner, dated \_\_\_\_\_, on the project known as \_\_\_\_\_ located at \_\_\_\_\_ for work to be performed by said Contractor.

Reference also that certain invoice of Contractor to said Owner in the Amount of \$ \_\_\_\_\_ for work, labor and materials installed in or furnished for said project by and through \_\_\_\_\_.

The receipt by Contractor of Owner's remittance for the amount said invoice, contingent upon the final clearance and payment of said remittance, shall constitute payment for the full contract amount, including change orders and all other claims or demands of any nature whatsoever which Contractor has or may have in connection with the Project or Contract referenced herein, of \$ \_\_\_\_\_, for which Contractor (a) agrees to and does hereby waive and release said property, project and the Owner and all bond or payment sureties and guarantors from; and (b) does hereby agree to protect, indemnify, defend and hold harmless said property, project, Owner, sureties and guarantors against;

- (1) any and all liens, statutory or otherwise, and
- (2) any or all obligations under any bond or guaranty for payment furnished by or to said Owner, whether pursuant to agreement or requirement of law, and
- (3) any and all other claims whatsoever, statutory or otherwise,

for any and all work, labor and materials furnished by or through said Contractor, its subcontractors and material suppliers for the entirety of said project.

The remittance of the Owner, identified as payment of said above invoice and endorsed by Contractor and marked "paid" or otherwise canceled by the bank against which said remittance was drawn shall constitute conclusive proof that said invoice was paid and the payment thereof was received by the Contractor, and thereupon, this final lien waiver shall become effective automatically and without requirement of any further act, acknowledgment or receipt of the part of said Contractor.

Contractor does further warrant that Contractor has not and will not assign its claims for payment nor its right to perfect a lien against said property and project, and the undersigned representative of the contractor has the right to execute this waiver and release thereof.

The undersigned representative of Contractor does hereby certify under oath that he is fully authorized and empowered to execute this instrument for and in behalf of said Contractor and to bind them hereto and does in fact so execute this final lien release.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Contractor:

\_\_\_\_\_

By:

\_\_\_\_\_

Title:

\_\_\_\_\_

Subscribed and affirmed to before me, the undersigned Notary Public within and for the State of \_\_\_\_\_ and the County of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, in the City of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public within and for said County and State

Receipt Number

LOCATION OF STORAGE: \_\_\_\_\_

QUANTITY	DESCRIPTION OF ITEM
----------	---------------------

DATED: \_\_\_\_\_ BY: \_\_\_\_\_ Authorized Signature

The undersigned representative of Contractor does hereby certify under oath that he is fully authorized and empowered to execute this instrument for and in behalf of said Contractor and to bind them hereto and does in face so execute this final lien release.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Contractor:

\_\_\_\_\_

By:

\_\_\_\_\_

Title:

\_\_\_\_\_

Subscribed and affirmed to before me, the undersigned Notary Public within and for the State of

\_\_\_\_\_ and the County of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_,

in the City of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public within and for said County and State





**SECTION 010400****COORDINATION****PART 1 - GENERAL****1.01 SECTION INCLUDES**

- A. Coordination.
- B. Coordination Drawings.
- C. Lockout/Tagout Procedures
- D. General Installation Provisions
- E. Cleaning and Protection

**1.02 COORDINATION**

- A. Coordinate scheduling, submittals, and Work of the various sections of specifications to assure efficient and orderly sequence of the project.
- B. Verify that utility requirements for the project have been properly installed and that such water, phone, and electrical hookup is compatible with other construction and demolition operations occurring at the site. Coordinate Work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- C. Coordinate space requirements and installation of all Work including mechanical and electrical Work that is indicated diagrammatically on drawings prior to initiating Work on site. Bring discrepancies to the attention of the Architect in a timely manner, follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. In finished areas, except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- E. The Contractor is to coordinate his Work with the Work of the Owner's Contractors.
- F. Coordinate completion and clean up of Work of separate sections in preparation for Substantial Completion and for portions of Work designated for Owner's partial occupancy.
- G. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with contract documents, to minimize disruption of Owner's activities. This will include off-hour Work to avoid conflict with Owner's activities.
- H. Coordinate construction activities included under various sections of these specifications to assure efficient, safe, and orderly installation of each part of the Work. Coordinate construction operations included under different sections of the specifications that are dependent upon each other for proper installation, connection, and operations.

1. Where installation of one part of the Work is dependent on installation of other components either before or after its own installation, schedule construction activities in the sequence required to obtain the best results.
  2. Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service and repair.
- I. Where necessary, prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.
1. Prepare similar memoranda for the Owner and separate Contractors where coordination of their Work is required.
- J. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other activities to avoid conflicts and ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of schedules.
  2. Installation and removal of temporary facilities.
  3. Delivery and processing of submittals.
  4. Conducting progress meetings.
  5. Orchestrating pre-installation and quality assurance meetings.
  6. Project closeout activities.

1.03 COORDINATION DRAWINGS (Include as specifically applicable to the project.)

- A. Coordination Drawings: Prepare and submit coordination drawings where close and careful coordination is required for installation of products and materials fabricated off-site by separate entities, and where limited space availability necessitates maximum utilization of space for efficient installation of different components.
1. Show the interrelationship of components.
  2. Indicate required installation sequences.
  3. Comply with requirements contained in Section "Submittals".
  4. Refer to Division-15 Section "Basic Mechanical Requirements", and Division-16 Section "Basic Electrical Requirements" for specific coordination drawing requirements for mechanical and electrical installations.
  5. In addition to coordination drawings listed in the individual sections, prepare coordination drawings for:
    - a. Mechanical equipment rooms.
    - b. Electrical equipment rooms.
    - c. Elevator equipment rooms.
    - d. Roof plan with ALL penetrations, equipment supports, etc., including mechanical and electrical items.
    - e. Ductwork, piping, electrical conduit.
  6. Submit coordination drawings to the Architects as an "Informational Submittal". The Architect will not take responsive action.

## 1.04 LOCKOUT/TAGOUT PROCEDURES

- A. Comply with the most recent requirements of OSHA Regulations for the safety of the workers. All equipment shall be locked/tagged out to a zero energy state when new installation, replacement, repair, maintenance or servicing is done on machinery or equipment to protect against accidental or inadvertent operation when such operation could cause injury to personnel.
- B. Contractors are required to lockout/tagout machinery and equipment prior to maintenance or service. Compliance with this policy/procedure is mandatory.
- C. Contractor employees must be able to:
  - 1. Prepare equipment for shut down
  - 2. Shut down equipment
  - 3. Isolate equipment
  - 4. Apply lockout/tagout devices
  - 5. Control any stored energy
  - 6. Verify equipment isolation
  - 7. Remove the lockout
- D. When a lockout is placed on a piece of equipment or a system, it shall have a tag attached with a written warning from the person attaching the lockout.
- E. If the energy source cannot be locked out, the tag should clearly state that there is no lockout on the equipment and that it has been de-energized for service.
- F. Procedures:
  - 1. Preparation

Contractor(s) performing lockouts must verify which switches, valves or other energy isolating devices apply to the equipment being serviced.
  - 2. Shutdown
    - a) Notify any affected personnel (includes other contractors and/or district staff) of the equipment or machinery being locked/tagged out.
    - b) Shut the equipment down using its normal operating controls.
  - 3. Isolation
    - a) Isolate the equipment or machinery from every power source.
    - b) Insure any secondary power is isolated from the equipment or machinery.
  - 4. Application of Lockout/Tagout
    - a) Lockout the energy isolating device with an assigned lock. Only locks assigned for lockout purposes shall be used. General purpose locks shall not be utilized.

5. Stored Energy

- a) Insure all moving parts are stopped.
- b) Release any stored energy from the equipment or machinery. Spring pressure, elevated parts, rotating parts, hydraulics, air, gas, steam, water, etc., must be dissipated or restrained by other methods such as grounding, blocking or bleeding down.

6. Isolation & Verification

- a) Insure no personnel are exposed to the equipment or machinery.
- b) Operate the controls of the equipment or machinery to make sure the equipment or machinery will not operate.
- c) Return the controls to the off position.
- d) Electrical testing equipment shall be used to verify electrical isolation.

7. Restoring Equipment/Machinery to Operation

- a) Upon completion of maintenance or service, verify the equipment/machinery is safe to operate.
- b) Remove all tools from the work area.
- c) Insure the system is fully assembled.
- d) Be sure all personnel are clear of the equipment.
- e) Inform everyone affected by the equipment or machinery that the lockout/tagout is being removed.
- f) Remove the lockout/tagout devices. Devices are only to be removed by the person that put them on, except in the case of an emergency.

## 1.05 GENERAL INSTALLATION PROVISIONS

- A. Inspection of Conditions: Require the Installer of each major Work component to inspect both the substrate and conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.
- B. Manufacturer's Instructions: Comply with manufacturer's installation instructions and recommendations, to the extent that those instructions and recommendations are more explicit or stringent than requirements contained in contract documents.
  - 1. Where applicable, comply with manufacturer's instructions, including each step in sequence.
  - 2. Should manufacturer's instructions with contract documents, request clarification from Architect before proceeding.
  - 3. Installation must be performed to conform to the requirements of manufacturer's warranty.
- C. Inspect materials or equipment immediately upon delivery and again prior to installation. Reject damaged and defective items.
- D. Provide attachment and connection devices and methods necessary for securing Work. Secure Work true to line and level. Allow for expansion and building movement.
- E. Visual Effects: Provide uniform joint widths in exposed Work. Arrange joints in exposed Work to obtain the best visual effect. Refer questionable choices to the Architect for final decision.

- F. Recheck measurements and dimensions, before starting each installation.
- G. Install each component during weather conditions and project status that will ensure the best possible results. Isolate each part of the completed construction from incompatible material as necessary to prevent deterioration.
- H. Coordinate temporary enclosures with required inspections and tests, to minimize the necessity of uncovering completed construction for that purpose.
- I. Mounting Heights: Where mounting heights are not indicated (install individual components at standard mounting heights recognized within the industry for the particular application indicated). Refer questionable mounting height decisions to the Architect for final decision.

#### 1.06 CLEANING AND PROTECTION

- A. Clean and maintain construction area as frequently as necessary throughout the project. Contractor to provide up to and have use of at least one dumpster during the course of the Work. The dumpster to be located as coordinated with the Owner. The Contractor shall be responsible for any damages and shall repair and/or replace grass sod, concrete curbing, sidewalks, paved surfaces, or other items if damaged due to the Contractor's activities.
- B. Limiting Exposures: Supervise construction activities to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:
  - 1. Excessive static or dynamic loading.
  - 2. Excessive internal or external pressures.
  - 3. Excessively high or low temperatures.
  - 4. Thermal shock.
  - 5. Excessively high or low humidity.
  - 6. Air contamination or pollution.
  - 7. Water or ice.
  - 8. Solvents.
  - 9. Chemicals.
  - 10. Light.
  - 11. Radiation.
  - 12. Puncture.
  - 13. Abrasion.
  - 14. Heavy traffic.
  - 15. Soiling, staining and corrosion.
  - 16. Bacteria.
  - 17. Rodent and insect infestation.
  - 18. Combustion.
  - 19. Electrical current.
  - 20. High speed operation.
  - 21. Improper lubrication.
  - 22. Unusual wear or other misuse.
  - 23. Contact between incompatible materials.
  - 24. Destructive testing.
  - 25. Misalignment.
  - 26. Excessive weathering.

27. Unprotected storage.
  28. Improper shipping or handling.
  29. Theft.
  30. Vandalism.
- C. Comply with Environmental Protection Agency Standards for Lead Renovation, Repair, and Painting Program (RRP); 40 CFR Part 745 and Kansas Department of Health and Environment Regulations K.A.R. 28-72-1 to 28-72-54.
1. Conduct pre-renovation education and notification.
  2. Supervise construction activities to ensure that lead safe work practices are performed and take proper precautions concerning presumed lead materials.
  3. Prevent discharge, dispersal, release or escape of lead dust and debris.
  4. Isolate work areas and ensure that renovation dust or debris does not spread beyond contract limits or the project work areas. If latent emissions occur, perform cleaning, recleaning, and subsequent cleaning verifications as necessary. The Contractor shall not leave lead dust hazards in Owner facilities. Lead dust hazard means surface dust that contains a dust-lead loading (area concentration of lead) at or exceeding the levels promulgated by State of Kansas and Federal regulations. The Contractor shall not impair the Owner's ability to occupy work areas under this contract beyond substantial completion dates by leaving lead dust hazards.
  5. During construction the Contractor shall perform visual inspections and cleaning verifications and shall weigh and assess the risks presented by the actual or presumed presence of lead-based paint and/or lead-based paint hazards.
  6. The Contractor shall comply with State of Kansas and Federal lead safe work practices to clean and reclean each work area for safe post renovation occupancy by unprotected workers, children, and other building occupants.
  7. Comply with the US Occupational Safety and Health Administration's Lead in Construction Rule, 29 CFR Part 1926 et al., 29 CFR Part 1910 et al.
    - a. Communicate information concerning lead hazards according to the requirements of OSHA's Hazard Communication Standard for the construction industry, 29 CFR 1926.59.
    - b. Employee notification: Prior to the commencement of work activities, make available to the affected parties information developed for the hazard communication standard for this purpose.
    - c. The Contractor shall properly clean all areas where suspect or identified lead-based paint products are disturbed prior to project completion.
  8. At the Pre-Construction Meeting the Contractor shall submit documents which indicate:
    - d. Contractor and subcontractors are lead certified firms.
    - e. That each firm employees at least one lead certified renovator who is specifically trained to supervise and direct lead safe work practices, post signage, and perform cleaning verifications.
    - f. That individual workers are trained to use lead safe work practices.



9. Product Prohibition: Do not install lead-based paints or coatings. Do not install lead bearing materials. The Contractor shall not install lead or lead-bearing products as defined by the US Consumer Product Safety Commission's Ban of Lead-Containing Paint and Certain Products Bearing Lead-Containing Paint 16 CFR 1303 et. Al.

**PART 2 - PRODUCTS**

Not used.

**PART 3 - EXECUTION**

Not used.

**END OF SECTION**



**SECTION 010450****CUTTING AND PATCHING****PART 1 GENERAL****1.01 SECTION INCLUDES:**

- A. Summary
- B. Submittals
- C. Quality Assurance
- D. Products
- E. Cleaning
- F. Renovation Supplemental Project Procedures

**1.02 SUMMARY**

- A. This section specifies administrative and procedural requirements for cutting and patching.
- B. Refer to other sections for specific requirements and limitations applicable to cutting and patching individual parts of the work.
  - 1. Requirements of this section apply to mechanical and electrical installations. Refer to Division-22, 23, and 26 sections for other requirements and limitations applicable to cutting and patching mechanical and electrical installations.

**1.03 SUBMITTALS**

- A. Cutting and Patching Description: Where approval of procedures for cutting and patching is required before proceeding, submit a description of the procedures well in advance of the time cutting and patching will be performed and request approval to proceed. Include the following information, as applicable, in the proposal:
  - 1. Describe the extent of cutting and patching required and how it is to be performed; indicate why it cannot be avoided.
  - 2. Describe anticipated results in terms of changes to existing construction; include changes to structural elements and operating components as well as changes in the building's appearance and other significant visual elements.
  - 3. List products to be used and firms or entities that will perform work.
  - 4. Indicate dates when cutting and patching is to be performed.
  - 5. List utilities that will be disturbed or affected, including those that will be relocated and those that will be temporarily out-of-service. Indicate how long service will be disrupted.
  - 6. Where cutting and patching involves addition of reinforcement to structural elements, submit details and engineering calculations signed and sealed by a qualified professional engineer licensed in the State of Kansas to show how reinforcement is integrated with the original structure.

7. Approval by the Architect to proceed with cutting and patching does not waive the Architect's right to later require complete removal and replacement of a part of the work found to be unsatisfactory.

#### 1.04 QUALITY ASSURANCE

- A. Requirements for Structural Work: Do not cut and patch structural elements in a manner that would reduce their load-carrying capacity or load-deflection ratio.
  1. Obtain approval of the cutting and patching description before cutting and patching the following structural elements:
    - a. Foundation construction.
    - b. Bearing and retaining walls.
    - c. Structural concrete.
    - d. Structural steel.
    - e. Lintels.
    - f. Structural decking.
    - g. Miscellaneous structural metals.
    - h. Equipment supports.
    - i. Piping, ductwork, vessels, and equipment.
- B. Operational and Safety Limitations: Do not cut and patch operating elements or safety related components in a manner that would result in reducing their capacity to perform as intended, or result in increase maintenance, or decreased operational life or safety.
  1. Obtain approval of the cutting and patching description before cutting and patching the following operating elements or safety related systems:
    - a. Primary operational systems and equipment.
    - b. Air or smoke barriers.
    - c. Water, moisture, or vapor barriers.
    - d. Membranes and flashings.
    - e. Fire protection systems.
    - f. Noise and vibration control elements and systems.
    - g. Control systems.
    - h. Communication systems.
    - i. Electrical wiring systems.
- C. Visual Requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces, in a manner that would, in the Architect's opinion, reduce the building's aesthetic qualities, or result in visual evidence of cutting and patching. Remove and replace work that has been cut and patched in a visually unsatisfactory manner.
  1. If possible, retain the original installer or fabricator to cut and patch the following categories of exposed work; or if it is not possible to engage the original installer or fabricator, engage another recognized experience and specialized firm:
    - a. Processed concrete finishes.
    - b. Stonework.
    - c. Ornamental metal.
    - d. HVAC enclosures, cabinets or covers.

#### PART 2 PRODUCTS

**2.01 MATERIALS**

- A. Use materials that are identical to existing materials. If identical materials are not available or cannot be used where exposed surfaces are involved, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials whose installed performance will equal or surpass that of existing materials.

**PART 3 EXECUTION****3.01 INSPECTION**

- A. Before cutting existing surfaces, examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed. Take corrective action before proceeding, if unsafe or unsatisfactory conditions are encountered.

**3.02 PREPARATION**

- A. Temporary Support: Provide temporary support of work to be cut.
- B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of the project that might be exposed during cutting and patching operations.
- C. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Take all precautions necessary to avoid cutting existing pipe, conduit or ductwork serving the building, but scheduled to be removed or relocated until provisions have been made to bypass them.

**3.03 PERFORMANCE**

- A. General: Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.
  - 1. Cut existing construction to provide for installation of other components or performance of other construction activities and the subsequent fitting and patching required to restore surfaces to their original condition.
- B. Cutting: Cut existing construction using methods least likely to damage elements to be retained or adjoining construction. Where possible, review proposed procedures with the original installer; comply with the original installer's recommendations.
  - 1. In general, where cutting is required, use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots neatly to size required with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.

2. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.
  3. Cut through concrete and masonry using a cutting machine such as a carborundum saw or diamond core drill.
  4. Comply with requirements of applicable sections of Division-2.
  5. By-pass utility services such as pipe or conduit, before cutting, where services are shown or required to be removed, relocated or abandoned. Cut-off pipe or conduit in walls or partitions to be removed. Cap, valve or plug and seal the remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after by-passing and cutting.
- C. Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.
1. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
  2. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

#### 3.04 CLEANING

- A. Thoroughly clean areas and spaces where cutting and patching is performed or used as access. Remove completely paint, mortar, oils, putty and items of similar nature. Thoroughly clean piping, conduit and similar features before painting or other finishing is applied. Restore damaged pipe covering to its original condition.

#### 3.04 RENOVATION SUPPLEMENTAL PROJECT PROCEDURES

- A. Materials: As specified in Product Sections; match existing products and work for patching and extending work.
- B. Close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity.
- C. Remove, cut and patch work in a manner to minimize damage and to provide a means of restoring products and finishes to original condition.
- D. Refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material, with a neat transition to adjacent finishes.
- E. Where new work abuts or aligns with existing, perform a smooth and even transition. Patched work to match existing adjacent work in texture and appearance.
- F. When finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect.
- G. Where a change of plane of ¼-inch or more occurs, submit recommendation for providing a smooth transition for Architect review.
- H. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.
- I. Finish surfaces as specified in individual product sections.

END OF SECTION

**SECTION 010950****REFERENCE STANDARDS AND DEFINITIONS****PART 1 - GENERAL****1.01 SECTION INCLUDES:**

- A. Related documents
- B. Definition
- C. Specification Format and Content Explanation
- D. Industry Standards
- E. Governing Regulations/Authorities
- F. Submittals

**1.02 RELATED DOCUMENTS**

- A. Drawings and general provisions of contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to this section.

**1.03 DEFINITIONS**

- A. Indicated: The term "indicated" refers to graphic representations, notes, or schedules on the drawings, other paragraphs or schedules in the specifications, and similar requirements in the contract documents. Where terms such as "shown", "noted", "scheduled", and "specified" are used, it is to help the reader locate the reference; no limitation on locating is intended.
- B. Directed: Terms such as "directed", "requested", "authorized", "selected", "approved", "required", and "permitted" mean "directed by the architect/consultant", "requested by the architect/consultant", and similar phrases.
- C. Approve: The term "approved", where used in conjunction with the architect/consultant's action on the Contractor's submittals, applications, and requests, is limited to the architect/consultant's duties and responsibilities as stated in General, Supplementary, and Special Provisions.
- D. Regulation: The term "Regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the asbestos removal, hazardous waste, and construction industries that control performance of the work.
- E. Furnish: The term "furnish" is used to mean "supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, and similar operations".
- F. Install: The term "install" is used to describe operations at project site including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations".
- G. Provide: The term "provide" means "to furnish and install, complete and ready for the intended use".



- H. Installer: An "Installer" is the Contractor or an entity engaged by the Contractor, either as an employee, Subcontractor, or sub-subcontractor, for performance of a particular construction activity, including installation, erection, application, and similar operations. Installers are required to be experienced in the operations they are engaged to perform.
1. The term "experienced" when used with the term "Installer" means having a minimum of five previous projects similar in size and scope to this project, being familiar with the precautions required, and having complied with requirements of the authority having jurisdiction.
  2. Trades: Use of titles such as "carpentry" is not intended to imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter". It also does not imply that requirements specified apply exclusively to trades persons of the corresponding generic name.
- I. Assignment of Specialists: Certain sections of the specifications require that specific construction activities shall be performed by specialists who are recognized experts in the operations to be performed. The specialists must be engaged for those activities, and assignments are requirements over which the Contractor has no choice or option. Nevertheless, the ultimate responsibility for fulfilling contract requirements remains with the Contractor.
1. This requirement shall not be interpreted to conflict with enforcement of building codes and similar regulations governing the work. It is also not intended to interfere with local trade union jurisdictional settlements and similar conventions.
- J. Project Site is the space available to the Contractor for performance of activities, either exclusively or in conjunction with others performing other work as part of the project. The extent of the Project Site is shown on the drawings and may or may not be identical with the description of the actual Project Site. All dimensions and locations should be field verified and noted by the Contractor.
- K. Testing Laboratories: A "testing laboratory" is an independent entity engaged to perform specific inspections or tests, either at the Project Site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.

#### 1.04 SPECIFICATION FORMAT AND CONTENT EXPLANATION

- A. Specification Format: The specifications are organized into divisions and sections based somewhat on the Construction Inspection Institute's 16-Division format and MASTER FORMAT numbering system.
- B. Specification Content: This specification uses certain conventions in the use of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances. These conventions are explained as follows:
1. Abbreviated Language: Language used in specifications and other contract documents is the abbreviated type. Implied words and meanings will be appropriately interpreted. Singular words will be interpreted as plural and plural words interpreted as singular where applicable and the full context of the contract documents so indicates.
  2. Imperative and streamlined language is used generally in the specifications. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the text, for clarity, subjective language is used to describe responsibilities that must be fulfilled indirectly by the Contractor, or by others when so noted.
    - a. The words "shall be" shall be included by inference wherever a colon (:) is used within a sentence or phrase.

## 1.05 INDUSTRY STANDARDS

- A. Applicability of Standards: Except where the contract documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the contract documents. Such standards are made a part of the contract documents by reference.
- B. Publication Dates: Where the date of issue of a referenced standard is not specified, comply with the standard in effect as of date of contract documents.
- C. Conflicting Requirements: Where compliance with two or more standards is specified, and the standards establish different or conflicting requirements for minimum quantities or quality levels, refer requirements that are different, but apparently equal, and uncertainties to the architect and/or owner for a decision before proceeding.
  - 1. Minimum Quantity or Quality Levels: The quantity level shown or specified shall be the minimum provided or performed. In complying with these requirements, indicated numeric values are minimum or maximum, as appropriate for the context of the requirement. Refer uncertainties to the architect and/or owner for a decision before proceeding.
- D. Copies of Standards: Each entity engaged in activities on the project is required to be familiar with industry standards applicable to that entity's construction activity. Copies of applicable standards are not bound with the contract documents.
  - 1. Where copies of standards are needed for performance of a required activity, the Contractor shall obtain copies directly from the publication source.
- E. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. Where such acronyms or abbreviations are used in the specifications or other contract documents, they mean the recognized name of the trade association, standards generating organization, authority having jurisdiction, or other entity applicable to the context of the text provision. Refer to the "Encyclopedia of Associations", published by Gale Research Co., available in most libraries.

## 1.06 GOVERNING REGULATIONS/AUTHORITIES

- A. As applicable, the architect and/or engineer has contacted authorities having jurisdiction to obtain information necessary for preparation of contract documents. Contact authorities having jurisdiction directly for information and decisions having a bearing on the work.

## 1.07 SUBMITTALS

- A. Permits, Licenses, and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence, and records established in conjunction with compliance with standards and regulations bearing upon performance of the work.

## PART 2 - PRODUCTS

Not used.

## PART 3 - EXECUTION

Not used.

END OF SECTION



**SECTION 012000**  
**PROJECT MEETINGS**

**PART 1 - GENERAL****1.01 SECTION INCLUDES:**

- A. Related Documents
- B. Summary
- C. Pre-Construction Conference
- D. Pre-Installation Conference
- E. Progress Meetings

**1.02 RELATED DOCUMENTS**

- A. Drawings and general provisions of the contract, including General and Supplementary Conditions and other Division-1 specification sections, apply to this section.

**1.03 SUMMARY**

- A. This section specifies administrative and procedural requirements for project meetings including, but not limited to:
  - 1. Preconstruction conference.
  - 2. Preinstallation conferences.
  - 3. Coordination meetings.
  - 4. Progress meetings.
- B. Construction schedules are specified in another Division-1 section.

**1.04 PRECONSTRUCTION CONFERENCE**

- A. The Contractor shall schedule a preconstruction conference and organizational meeting at the project site or other convenient location within fourteen (14) days of contract execution, and at least seven (7) days prior to commencement of any construction activities. The Contractor shall conduct the meeting to review responsibilities and personnel assignments.
- B. Attendees: Shawnee Mission School District, the Architects/Consultants, the Contractor and its superintendent, major subcontractors, manufacturers, suppliers and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the work.
- C. Agenda: Discuss items of significance that could affect progress, including such topics as:
  - 1. Tentative construction schedule.
  - 2. Critical work sequencing.
  - 3. Designation of responsible personnel.
  - 4. Procedures for processing field decisions and change orders.

5. Procedures for processing applications for payment.
6. Distribution of contract documents.
7. Submittal of Shop Drawings, Product Data and Samples.
8. Preparation of record documents.
9. Use of the premises.
10. Office, work and storage areas.
11. Equipment deliveries and priorities.
12. Safety procedures and compliance with Lock Out/Tag Out procedures.
13. Lead safe work practices and lead hazard prevention procedures.
14. First aid.
15. Security.
16. Housekeeping.
17. Working hours.
18. Testing agencies and procedures.
19. Temporary utilities; water, electric, phone.
20. Temporary lavatory facilities.
21. Quality control.

- D. The Contractor shall record meeting minutes and distribute copies to everyone in attendance and to others affected by decisions of actions resulting from the meeting.

#### 1.05 PREINSTALLATION CONFERENCES

- A. The General Contractor shall convene a preinstallation conference at the site before each construction activity that requires coordination with other construction. The Installer and representatives of manufacturers and fabricators involved in or affected by the installation, and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise the architect and owner of scheduled meeting dates.
- B. Review the progress of the construction activities and preparations for the particular activity under consideration at each preinstallation conference, including requirements for:
1. Contract documents.
  2. Options.
  3. Related Change Orders.
  4. Purchases.
  5. Deliveries.
  6. Shop drawings, product data and quality control samples.
  7. Possible conflicts.
  8. Compatibility problems.
  9. Time schedules.
  10. Weather limitations.
  11. Manufacturer's recommendations.
  12. Compatibility of materials.
  13. Acceptability of substrates.
  14. Temporary facilities.
  15. Space and access limitations.
  16. Governing regulations.
  17. Safety and application of associated Lock Out/Tag Out procedures.
  18. Inspection and testing requirements.
  19. Required performance results.
  20. Recording requirements.
  21. Protection.
  22. Punchlist procedures and Architect/Engineer responsibilities limitations.

- C. Notify architect and owner four days in advance of meeting date when their attendance is required by individual section.
- D. The Contractor shall prepare agenda, preside at the conference and record significant discussions and agreements and disagreements of each conference, along with the approved schedule. The Contractor shall distribute the record of the meeting to everyone concerned, promptly, including the owner and architect.
- E. Do not proceed if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of work and reconvene the conference at the earliest feasible date.

#### 1.06 PROGRESS MEETINGS

- A. Conduct progress meetings at the Project Site at a minimum of bi-monthly intervals or as directed by the Architect. Notify the Owner and Architect of scheduled meeting dates. Coordinate dates of meetings with preparation of the payment request.
- B. Attendees: In addition to representatives of the Owner and Architect, each subcontractor, supplier or other entity concerned with current progress or involved in planning, coordination or performance of future activities shall be represented at these meeting by persons familiar with the Project and authorized to conclude matters relating to progress..
- C. Agenda: Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the current status of the project.
  - 1. Contractor's Schedule: Review progress since the last meeting. Determine where each activity is in relation to the Contractor's schedule, whether on time or ahead or behind schedule. Determine how operations behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed with the contract time.
  - 2. Produce and review a two-week "look ahead" schedule outlining planned construction activities for the next two weeks (or the period of time until the next progress meeting).
  - 3. Review the present and future needs of each entity present, including such items as:
    - a. Interface requirements.
    - b. Time.
    - c. Sequences.
    - d. Deliveries.
    - e. Off site fabrication status.
    - f. Access.
    - g. Site utilization.
    - h. Temporary facilities and services.
    - i. Hours of work.
    - j. Hazards and risks.
    - k. Housekeeping.
    - l. Quality and work standards.
    - m. Change orders.
    - n. Documentation of information for payment requests.
    - o. Outstanding items; submittals, proposal requests, RFIs.

- p. Quality assurance.
  - q. Safety and application of necessary Lock Out/Tag Out procedures.
  - r. Performance of lead safe work practices.
- D. Reporting: No later than three days after each progress meeting date, the Contractor is to distribute copies of minutes of the meeting to each party present and to other parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and reports.

**PART 2 - PRODUCTS**

Not used

**PART 3 - EXECUTION**

Not used.

END OF SECTION



## SECTION 012100 - ALLOWANCES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
  - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
  - 1. Lump-sum allowances.
  - 2. Contingency allowances.
- C. Related Requirements:
  - 1. Section 014000 "Quality Requirements" for procedures governing the use of allowances for testing and inspecting.

#### 1.2 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Architect from the designated supplier.

#### 1.3 ACTION SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

#### 1.5 COORDINATION

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

#### 1.6 LUMP-SUM ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include applicable taxes (other than sales and use taxes), freight, and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.
- C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
  - 1. If requested by Architect, retain, and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

#### 1.7 CONTINGENCY ALLOWANCES

- A. Use the contingency allowance only as directed by Architect for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
- B. Contractor's related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, insurance, equipment rental, and similar costs.
- C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit margins.
- D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

#### 1.8 ADJUSTMENT OF ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
  - 1. Include installation costs in purchase amount only where indicated as part of the allowance.
  - 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
  - 3. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances.
  - 4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.

#### PART 2 - PRODUCTS (Not Used)

#### PART 3 - EXECUTION

##### 3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

##### 3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

##### 3.3 SCHEDULE OF ALLOWANCES

- A. Allowance No. 1: Contingency Allowance: Include a contingency allowance of the amounts of \$20,000 for use according to Owner's written instructions.

#### END OF SECTION 012100

## **SECTION 012200 - UNIT PRICES**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section includes administrative and procedural requirements for unit prices.
- B. Related Requirements:
  - 1. Section 012600 "Contract Modification Procedures" for procedures for Change Orders.
  - 2. Section 014000 "Quality Requirements" for general testing and inspecting requirements.

#### **1.2 DEFINITIONS**

- A. Unit price is an amount incorporated in the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

#### **1.3 PROCEDURES**

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes (other than sales and use taxes), overhead, and profit.
- B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
  - 1. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- C. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

### **PART 2 - PRODUCTS (Not Used)**

### **PART 3 - EXECUTION**

#### **3.1 SCHEDULE OF UNIT PRICES**

- A. Unit Price #1: Crack Repair
  - 1. Description: Provide crack sealant, filler and seal coat repair as described on civil drawings and as directed by Architect and Owner. Extent of full depth asphalt repair to be determined by Architect.
  - 2. Unit of Measurement: Square yard of full depth asphalt repair.
- B. Unit Price #2: Full Depth Asphalt Repair
  - 1. Description: Provide full depth asphalt repair as described on civil drawings and as directed by Architect and Owner. Extent of full depth asphalt repair to be determined by Architect.
  - 2. Unit of Measurement: Square yard of full depth asphalt repair.

**END OF SECTION 012200**



**SECTION 013000**

**SUBMITTALS**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES:**

- A. Related Documents.
- B. Summary.
- C. Submittal Procedures.
- D. Contractor's Construction Schedules.
- E. Submittal Schedule.
- F. Daily Construction Reports.
- G. Preexisting Conditions Video Survey.
- H. Shop Drawings.
- I. Product Data.
- J. Samples.
- K. Communications Facilitating Contract Administration.
- L. Architect's Action.
- M. Contractor's Action on Returned Submittals.

**1.02 RELATED DOCUMENTS**

- A. Drawings and general provisions of the contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this section.

**1.03 SUMMARY**

- A. This section specifies administrative and procedural requirements for submittals required for performance of the work, including:
  - 1. Submittal procedures.
  - 2. Contractor's construction schedule.
  - 3. Submittal schedule.
  - 4. Daily construction reports.
  - 5. Construction photographs.
  - 6. Shop drawings.
  - 7. Product data.
  - 8. Samples.
  - 9. Informational submittals.
  - 10. Communications.

- B. Administrative Submittals: Refer to other Division-1 sections and other contract documents for requirements for administrative submittals. Such submittals include, but are not limited to:
  - 1. Permits.
  - 2. Applications for payment.
  - 3. Performance, payment bonds, and statutory bond.
  - 4. Insurance certificates.
  - 5. List of subcontractors.
- C. The "Schedule of Values" submittal is included in Division-1 Section "Applications for Payment."
- D. Inspection and test reports are included in Division-1 Section "Quality Control Services."
- E. The "Product List" submittal is included in Division-1 Section "Materials and Equipment."

#### 1.04 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related activities to avoid delay and to allow sufficient review time.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals and related activities that require sequential activity.
  - 2. Coordinate transmittal of different types of submittals for related elements of the work so processing will not be delayed by the need to review submittals concurrently for coordination.
    - a. The Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received. Such action shall not be grounds for an extension of time or delay by the Contractor.
  - 3. The Architect may request submittals in addition to those indicated in the technical sections when deemed necessary to adequately describe the work covered in the respective section.
  - 4. Units of weights and measurements used on all submittals shall be the same as used in the contract documents.
  - 5. Processing: Allow sufficient review time so that the work will not be delayed as a result of the time required to process submittals, including time for resubmittals.

The Architect shall be responsible for reviewing and certifying that submittals are in compliance with the contract requirements. The approving authority on submittals is the Architect unless otherwise specified for the specific submittal.

    - a. Allow at least seven (7) working days in Architect's office for initial review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The Architect will promptly advise the Contractor when a submittal being processed must be delayed for coordination with work by others.

- b. If an intermediate submittal is necessary, process in the same manner as the initial submittal.
      - c. Allow at least four (4) working days for reprocessing each submittal.
      - d. No extension of contract time will be authorized because of failure to transmit submittals to the Architect sufficiently in advance of the work to permit processing.
    - B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
      - 1. Provide a space approximately 4" x 5" on the label or beside the title block on shop drawings, product data and samples to record the Contractor's review and approval markings and the action taken.
      - 2. Include the following information on the label for processing and recording action taken:
        - a. Project name.
        - b. Date.
        - c. Name and address of Architect.
        - d. Name and address of Contractor.
        - e. Name and address of subcontractor.
        - f. Name and address of supplier.
        - g. Name of manufacturer.
        - h. Number and title of appropriate specification section.
        - i. Drawing number and detail references, as appropriate.
    - C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Architect including the information below. Submittals received by Architect from sources other than the Contractor will be returned without action.
      - 1. Record relevant information and requests for data on the transmittal. On the form, or separate sheet, record deviations from contract document requirements, including minor variations and limitations. Include Contractor's signed certification that information complies with contract document requirements.
      - 2. Submit to Architect at business address.
- 1.05 CONTRACTOR'S BAR CHART CONSTRUCTION SCHEDULES (Alternate to CPM Schedule)
- A. The Contractor shall provide Critical Path Method (CPM) scheduling services, including planning, evaluating and reporting; subcontractors shall participate in scheduling.
    - 1. Standards: Comply with procedures contained in "CPM in Construction-A Manual for General Contractors" published by The Associated General Contractors of America, Inc.
  - B. Interim Schedules: The Contractor, within ten (10) calendar days after execution of the contract, shall submit an interim construction schedule to the Owner's representative and Architect. The schedule shall be in the form of a bar chart or a Critical Path Method (CPM) schedule. The schedule shall include as many activities as necessary to sufficiently detail the work to be performed during the first thirty (30) working days of the construction. The interim schedule shall also detail, in general, the balance of the construction work past the first thirty (30) work days.



- C. CPM Construction Schedule: The Contractor, within thirty (30) calendar days after execution of contract, shall submit a detailed construction schedule to the Owner's representative and Architect. The schedule shall be in the form of a Critical Path Method (CPM) schedule. The CPM shall be in the arrow diagram method where the activity and duration is represented on the arrow. The CPM schedule shall include logic drawings and corresponding computer printouts. The CPM schedule shall be updated monthly. A narrative report shall be submitted with each update. In addition, the Contractor will provide a time scaled summary chart.
- D. Scope: The CPM schedule as a minimum, shall provide for 1) work sequence as identified in Section 01010 Summary of Work; 2) provisions for adverse weather as identified in the General Conditions; and, 3) the following:
1. Long lead time procurement activities.
  2. Contractor phasing activities.
  3. Activation and testing activities.
  4. Milestone dates for contract phasing requirements.
  5. Owner furnished equipment activities.
  6. Logic restraints reflecting the flow of manpower.
  7. Utility tie-in activities.
  8. Clean-up and punchlist activities and Owner move-in activities.
  9. Activity durations in working days.
  10. The project shall be broken down into logical building areas by floor levels, elevations, functional spaces, and addition or renovation, and as required.
  11. Work activities performed by subcontractors.
  12. Concurrent work activities under separate contract.
  13. Shop drawing, submittals and approval.
  14. Weather constraints.
  15. Change orders.
- E. Logic Drawings: The CPM logic drawings shall be 30" x 42" and shall, as a minimum, include:
1. The activity description.
  2. Activity duration.
  3. Marked critical path.
  4. Marked complete activities.
  5. Highlighted milestone dates.
  6. Update number and date.
- F. Computer Printouts: The CPM computer printouts shall, as a minimum, include:
1. The activity I-J designation.
  2. The activity description.
  3. The activity duration (in working days).
  4. Activity early state date.
  5. Activity late start date.
  6. Activity early finish date.
  7. Activity late finish date.
  8. Slack or total float.
  9. Subcontract or trade designation.

- G. Developing the Schedule. The Contractor shall meet jointly with the subcontractors, suppliers, and the Architect when developing the CPM schedule.
- H. Owner's Review: Within five (5) working days after receipt of the Contractor's schedule, the Owner and Architect shall meet with the contractor for the final review of the schedule. Review of the schedule by the Owner does not relieve the Contractor's responsibility for the schedule's accuracy or the ability of the Contractor to meet the dates set forth therein, nor does such review constitute an acknowledgement or admission by the Owner of the reasonableness of durations or logic of the schedule.
- I. Update Schedule Submittals: An updated schedule submittal, including a written schedule recovery statement if required, shall accompany the Contractor's Application for Payment. The Contractor's Application for Payment will not be processed until the update schedule has been received by the Owner.
- J. Narrative Report: The Contractor shall prepare a narrative report as a part of each schedule update, in a form agreed upon by the Architect. The narrative report shall include a description of the current status of the work, problem areas, current and anticipated delaying factors and their estimated impact on performance of other activities and completion dates; and an explanation of corrective action taken or proposed.
- K. Schedule Slippage: Whenever the current schedule update reflects that the project is five (5) or more working days behind schedule, the Contractor shall submit a written statement to the Architect describing the cause of the slippage and the actions being considered by the Contractor to recover the time slot. The written schedule recovery statement shall be submitted with the monthly schedule update.
- L. The progress schedule shall indicate the monthly anticipated adverse weather days, if any, pursuant to the Supplemental and General Conditions and indicate the constraints of anticipated adverse weather on planned activities. Update submittals of the progress schedule shall indicate actual adverse weather days and their impact on planned activities.
- M. Any adjustments in Contract Time executed by Change Order shall be included in the update submittals of the project schedule.

#### 1.05 CONTRACTOR'S CPM CONSTRUCTION SCHEDULES

- A. The Contractor shall provide a detailed bar chart or a Critical Path Method (CPM) schedule. The schedule shall include as many activities as necessary to sufficiently detail the work to be performed.
- B. Scope: The schedule as a minimum, shall provide for 1) work sequence as identified in Section 01010 Summary of Work; 2) provisions for adverse weather as identified in the General Conditions; and, 3) the following:
  - 1. Long lead time procurement activities.
  - 2. Contractor phasing activities.
  - 3. Activation and testing activities.
  - 4. Milestone dates for contract phasing requirements.
  - 5. Owner furnished equipment activities.
  - 6. Utility tie-in activities.
  - 7. Clean-up and punchlist activities and Owner move-in activities.

8. Activity durations in working days; including:
    - a. Activity early start date.
    - b. Activity late start date.
    - c. Activity early finish date.
    - d. Activity late finish date.
    - e. Slack or total float.
  9. The project shall be broken down into logical building areas by floor levels, elevations, functional spaces, and addition or renovation, and as required.
  10. Work activities performed by subcontractors.
  11. Concurrent work activities under separate contract.
  12. Shop drawing, submittals and approval.
  13. Weather constraints.
- C. Developing the Schedule: The Contractor shall meet jointly with the subcontractors, and suppliers, when developing the schedule.
- D. Owner's Review: Within five (5) working days after receipt of the Contractor's schedule, the Owner and Architect shall meet with the Contractor for the final review of the schedule. Review of the schedule by the Owner does not relieve the Contractor's responsibility for the schedule's accuracy or the ability of the Contractor to meet the dates set forth therein, nor does such review constitute an acknowledgement or admission by the Owner of the reasonableness of durations or logic of the schedule.
- E. Updated Schedule Submittals: An updated schedule submittal, including a written schedule recovery statement if required, shall accompany the Contractor's Application for Payment. The Contractor's Application for Payment will not be processed until the update schedule has been received by the Owner.
1. Schedule Slippage: Whenever the current schedule update reflects that the project is five (5) or more working days behind schedule, the Contractor shall submit a written statement to the Architect describing the cause of the slippage and the actions being considered by the Contractor to recover the time slot. The written schedule recovery statement shall be submitted with the monthly schedule update.
  2. The progress schedule shall indicate the monthly anticipated adverse weather days, if any, pursuant to the Supplemental and General Conditions and indicate the constraints of anticipated adverse weather on planned activities. Update submittals of the progress schedule shall indicate actual adverse weather days and their impact on planned activities.
  3. Any adjustments in Contract Time executed by Change Order shall be included in the update submittals of the project schedule.

#### 1.06 SUBMITTAL SCHEDULE

- A. After development and acceptance of the Contractor's schedule, prepare a complete schedule of submittals. Submit the schedule within ten (10) days of the date required for establishment of the Contractor's construction schedule.
1. Coordinate submittal schedule with the list of subcontracts, schedule of values and the list of products as well as the Contractor's Construction Schedule.

2. Prepare the schedule in chronological order; include submittals required during the construction. Provide the following information.
  - a. Scheduled date for the first submittal.
  - b. Related section number.
  - c. Submittal category.
  - d. Name of subcontractor.
  - e. Description of the part of the work covered.
  - f. Scheduled date for resubmittal.
- B. Distribution: Following response to initial submittal, print and distribute copies to the Architect, Owner, subcontractors, and other parties required to comply with submittal dates indicated. Post copies in the project meeting room and field office.
  1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the work and are no longer involved in project activities.
- C. Schedule Updating: Revise the submittal schedule after each meeting or activity, where revisions have been recognized or made relating to submittals. Issue the updated schedule concurrently with report of each such meeting.

#### 1.07 DAILY CONSTRUCTION REPORTS

- A. The Contractor's Superintendent shall prepare a daily construction report, recording the following information, in a narrative format, concerning events at the site; and submit original documents to the Architect and/or Owner upon request.
  1. List of subcontractors at the site.
  2. Approximate count of personnel at the site, identifying the number of workers and supervisors.
  3. Lead safe work practices and cleaning verifications.
  4. High and low temperatures, general weather conditions.
  5. Accidents and unusual events.
  6. Meetings and significant decisions.
  7. Stoppages, delays, shortages, losses.
  8. Emergency procedures.
  9. Orders and requests of governing authorities.
  10. Change orders received, implements.
  11. Services connected, disconnected.
  12. Equipment or system tests and start-ups.
  13. Partial completions and occupancies.
  14. Type and usage of major pieces of heavy equipment.

#### 1.08 PRE-EXISTING CONDITIONS VIDEO SURVEY

- A. Submit a pre-existing condition list and/or video with the initial application for payment. Specifically note any pre-existing conditions which may result in a potential dispute with the Owner.

## 1.09 SHOP DRAWINGS

- A. Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the contract documents. Do not reproduce contract documents or copy standard information as the basis of shop drawings. Standard information prepared without specific reference to the project is not considered shop drawings. Shop drawings' quality is subject to approval.
- B. Shop drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates and similar drawings. Include the following information:
  - 1. Dimensions.
  - 2. Relationship to building grids or coordinates.
  - 3. Interface with adjacent construction.
  - 4. Identification of products and materials included.
  - 5. Compliance with specified standards.
  - 6. Notation of dimensions established by field measurement.
- C. Sheet Size: Except for templates, patterns and similar full-size drawings, submit shop drawings on sheets 8½" x 11", 11" x 17", or 30" x 42". No other sizes will be accepted.
- D. Submittal: Submit at least two blue-line prints. One of the blue-line prints will be retained by the Architect. The Contractor shall be responsible for making appropriate number of copies for distribution to other affected parties.
- E. Do not use shop drawings without an appropriate final stamp indicating action taken in connection with construction.

## 1.10 PRODUCT DATA

- A. Collect product data into a single submittal for each specified product. Product data includes printed information such as catalog cuts, Material Safety Data Sheets (MSDS), and other performance information.
  - 1. Mark each copy to show applicable choices and options. Where printed product data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:
    - a. Manufacturer's printed recommendation.
    - b. Compliance with recognized trade association standards.
    - c. Compliance with recognized testing agency standards.
    - d. Application of testing agency labels and seals.
    - e. Notation of dimensions verified by field measurement.
    - f. Notation of coordination requirements.
    - g. Any limitations on warranty or guarantee of manufacturer.
  - 2. Do not submit product data until compliance with requirements of the contract documents has been confirmed.

- B. Submittals: Submit three (3) copies. Submit two (2) additional copies where required for maintenance manuals. The Architect will return one copy marked with action taken and corrections or modifications required.
  - 1. Unless noncompliance with contract documents provisions is observed, the submittal may serve as the final submittal.
- C. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal form.
  - 1. Do not proceed with installation until a copy of the applicable product data is in the Installer's possession.
  - 2. Provide copies for record documents described in Section 01700 – Project Closeout.
- D. Do not permit use of unmarked copies of product data in connection with construction.

#### 1.11 SAMPLES

- A. Submit full-size, full fabricated samples cured and finished as specified (where applicable) and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or container of materials, color range sets, and swatches showing color, texture and pattern.
  - 1. Mount, display, or package samples in the manner specified to facilitate review of qualities indicated.

Prepare samples to match the Architect's sample. Include the following:

    - a. General description of the sample.
    - b. Sample sources
    - c. Product name or name of manufacturer.
    - d. Compliance with recognized standards.
    - e. Availability and delivery time.
  - 2. Submit samples for review of kind, color, pattern, and texture, for a final check of these characteristics with other elements, and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
    - a. Where variation in color, pattern, texture or other characteristics are inherent in the material or product represented, submit multiple units (not less than three), that show approximate limits of the variations.
    - b. Refer to other specification sections for requirements for samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation and similar construction characteristics.
    - c. Refer to other sections for sample to be returned to the Contractor for incorporation in the work. Such samples must be undamaged at time of use. On the transmittal, indicate special requests regarding disposition of sample submittals.

- B. Submittals: Except for samples illustrating details, workmanship, fabrication techniques, connections, operation and similar characteristics, submit three sets: One set will be returned with comments.
- C. Maintain sets of samples, as returned, at the project site, for quality comparisons throughout the course of construction.
  - 1. Unless non-compliance with contract documents provisions is observed, the submittal may serve as the final submittal.
  - 2. Sample sets may be used to obtain final acceptance of the construction associated with each set.
- D. Distribution of Samples: prepare and distribute additional sets to subcontractors, manufacturers, fabricators, suppliers, installers, and others as required for performance of the work. Show distribution on transmittal forms.
- E. Field Samples: Field samples specified in individual sections are special types of samples. Field samples are full-size samples erected on site to illustrate finishes, coatings, or finish materials and to establish the standard by which the work will be judged.
  - 1. Comply with submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity.
  - 2. Allow at least seven (7) days after completion and curing (where applicable) of field sample for Architect's review. Notify Architect in writing upon completion of field sample.
  - 3. Where required, give Architect notice and an opportunity to observe field erection or application of field sample.

#### 1.12 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

- A. Except as otherwise provided in the contract documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate through the Architect. Communications by and with subcontractors and material suppliers shall be through the Contractor.
- B. All requests for information regarding or clarification of the plans and specifications shall be made in writing referencing the specification section and statement requiring clarification. Deliver to Architect's business address.

#### 1.13 ARCHITECT'S ACTION

- A. Except for submittals for record, information or similar purposes, where action and return is required or requested, the Architect will review each submittal, mark to indicate action taken, and return promptly.
  - 1. Compliance with specified characteristics is the Contractor's responsibility.



- B. Submittal Stamp: The Architect will stamp each submittal with a uniform, self-explanatory submittal stamp. The stamp will be appropriately marked, as follows, to indicate the action taken:
1. Action A – Reviewed: Where submittals are marked “Reviewed”, that part of the work covered by the submittal may proceed provided it complies with requirements of the contract documents.
  2. Action B – Reviewed – Additional Information Required: Where submittals are marked “Reviewed – Additional Information Required”, the information submitted has been reviewed. However, additional information as noted and/or required by contract documents need to be submitted.
  3. Action C – Furnish as Corrected: When submittal is marked “Furnish as Corrected”, that part of the work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the contract documents.
  4. Action D – Revise and Resubmit: When submittal is marked “Revise and Resubmit”, do not proceed with that part of the work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark.
    - a. Do not permit submittals marked “Revise and Resubmit” to be used at the project site, or elsewhere where work is in progress.
  5. Action E – Rejected: When submittal is marked “Rejected”, information submitted is not in compliance with contract documents. Resubmit submittal as required by contract documents.
- D. Meaning of Architect's Approval: Review is only for conformance with the design concept and for compliance with the information given in the contract documents. Approval does not authorize changes involving additional cost unless stated in separate change order or letter. Contractor is not relieved of responsibility for any deviations in submittals from requirements of the contract documents. Contractor is responsible for dimensions to be confirmed and correlated at the site; for information that pertains solely to the fabrication processes or to means, methods, techniques, sequences, and procedures of construction; and for coordination of the work of all trades. Approval of a specific item does not indicate approval of an assembly of which the item is a component.

#### 1.14 CONTRACTOR'S ACTION ON RETURNED SUBMITTALS

- A. The Contractor shall coordinate distribution of all product data and samples for the project.
- B. The Contractor is responsible to reproduce and distribute copies of stamped returned submittals as required for this use in abatement, or in corrections for resubmittal.
- C. The Contractor is responsible to reproduce and distribute copies of stamped returned submittals as required for his use and subcontractor's use in preparing and submitting other submittals such as, close-out, maintenance manuals, etc., Refer to other sections of the specifications for requirements.
  1. The Contractor shall maintain a current set of abatement plans and specifications which shall be available to the Architect at the job site during the course of the work.

PART 2 -- PRODUCTS

Not applicable.

PART 3 -- EXECUTION

Not applicable.

END OF SECTION

**SECTION 014000**

**QUALITY CONTROL**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. Contractor's Quality Control
- B. Contractor's Quality Control Program
- C. Pre-Installation Conferences
- D. Initial and Follow-up Inspections
- E. Mock Up
- F. Field Samples
- G. Manufacturer's Field Services and Reports
- H. References
- I. Inspection and Testing Laboratory Services
- J. Quality Assurance and Control of Installation
- K. Safety

**1.02 RELATED SECTIONS**

- A. Section 010400 - Coordination and Meetings
- B. Section 013000 - Submittals
- C. Section 017000 - Contract Closeout

**1.03 CONTRACTOR'S QUALITY CONTROL**

- A. The quality of all work shall be the responsibility of the Contractor. Sufficient inspections and tests of all items of work, including that of subcontractors, to ensure conformance to applicable specifications and drawings with respect to the quality of materials, workmanship, construction finish, functional performance, and identification shall be performed on a continuing basis. The Contractor shall furnish qualified personnel, appropriate facilities, instruments and testing devices necessary for the performance of the quality control function. The controls shall be adequate to cover all construction operations both on and off site, shall be keyed to the proposed construction sequence and shall be correlated by the Contractor's quality control personnel.

**1.04 CONTRACTOR'S QUALITY CONTROL PROGRAM**

- A. The Contractor shall submit to the Architect a copy of the proposed written quality control program prior to submission of the Contractor's first application and certificate for payment. The Contractor's written quality control plan shall include as a minimum:

1. Identification of the project team for this project. Team members include, but are not necessarily limited to, the Owner's Project Manager, Architect, Mechanical Consultant, Electrical Consultant, Site Engineer, Structural Consultant, General Contractor and major subcontractors. List company name, address, contact and telephone number.
2. Name and identification of the Contractor's Quality Control representative (may be the superintendent or other key contract representative). Provide a brief description of proposed duties and qualifications. The quality control representative must have the authority to make all decisions relating to quality control issues.
3. General summary and mission statement outlining general procedures for implementation of the program.
4. List by specification section the method of performing, documenting and enforcing quality control operations of both prime and subcontract work including proposed and required inspection and testing. Include preinstallation conferences, follow-up inspections, mockups, field samples and manufacturer's inspection, and lead safe work practices and cleaning verifications.
5. The Contractor's quality control program shall be submitted and accepted prior to consideration of the Contractor's first certificate and application for payment.

#### 1.05 PREINSTALLATION CONFERENCES

- A. Pre-installation conferences shall be performed prior to beginning each feature of work for any on-site construction work. Preparatory inspections for the applicable feature of work shall include: review of submittal requirements and all other contract requirements with the foreman or supervisors directly responsible for the performance of the work; check to assure that provisions have been made to provide required field control testing; examine the work area to ascertain that all preliminary work has been completed; verify all field dimensions and advise the project Architect of any discrepancies; and perform a physical examination of materials and equipment to assure that they conform to approved shop drawings or submittal data and that all materials and/or equipment are on hand; review special requirements, review shop drawings and sample construction mockups as appropriate.
- B. The Contractor shall prepare agenda, preside at conference, record minutes, and distribute copies within five (5) days after conference to participants, with copies to the Architect and Owner.

#### 1.06 INITIAL AND FOLLOW UP INSPECTIONS

- A. An initial inspection shall be performed as soon as a representative portion of the particular feature of the work is complete and shall include examination of the quality of workmanship as well as a review of the work for compliance with contract requirements. The initial inspection shall be performed by the Contractor's Quality Control representative and results noted in the Contractor's daily reports. Any deviations from the contract requirements shall be brought to the immediate attention of the Architect.

**1.07 MOCK UP**

- A. Assemble and erect specified items, with specified attachment and anchorage devices, flashings, seals and finishes.
- B. Where mock up is specified in individual sections to be removed, clear area after mock up has been accepted by the Architect.

**1.08 FIELD SAMPLES**

- A. Install field samples at the site as required by individual specifications sections for review.
- B. Acceptable samples represent a quality level for the work.
- C. Where field sample is specified in individual sections to be removed, clear area after field sample has been accepted by the Architect.

**1.09 MANUFACTURERS' FIELD SERVICES AND REPORTS**

- A. Submit qualifications of observer to Architect thirty (30) days in advance of required observations. Observer subject to approval of Architect and Owner.
- B. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start up of equipment, and test, adjust, and balance of equipment as applicable, and to initiate instructions when necessary.
- C. Individuals to report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturer's written instructions.
- D. Submit report within thirty (30) days of observation to the Architect for review.

**1.10 REFERENCES**

- A. Conform to reference standard by date of issue or current date of contract documents.
- B. Obtain copies of standards when required by contract documents.
- C. Should specified reference standards conflict with contract documents, request clarification from Architect before proceeding.
- D. The contractual relationship of the parties to the contract shall not be altered from the contract documents by mention or inference otherwise in any reference document.

**1.11 INSPECTION AND TESTING LABORATORY SERVICES**

- A. Owner will appoint, employ, and pay for services of an independent firm to perform inspection and testing, except when a specification section specifically states that testing of that work be provided for by the Contractor.

- B. The independent firm will perform inspections, tests, and other services specified in individual specification sections and as required by the Architect and authorities having jurisdiction.
- C. Reports will be submitted by the independent firm to the Architect, in duplicate, indicating observations and results of tests and indicating compliance or noncompliance with contract documents.
- D. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage and assistance as requested.
  - 1. Notify Architect and independent firm forty-eight hours prior to expected time for operations requiring services.
  - 2. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.
- E. Retesting required because of nonconformance to specified requirements shall be performed by the same independent firm on instructions by the Architect. Payment for retesting will be charged to the Contractor by deducting inspection or testing charges from the contract sum.

#### 1.12 QUALITY ASSURANCE/CONTROL OF INSTALLATION

- A. Maintain quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply fully with manufacturer's instructions, including each step in sequence.
- C. Should manufacturer's instructions conflict with contract documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as a minimum quality for the work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce workmanship of specified quality. Work that properly should be done by skilled labor shall not be attempted with common laborers. The Contractor shall have on the job, at all times, ample equipment to carry on the work properly, including such tools as may be necessary to meet emergency requirements.

#### 1.13 SAFETY

- A. Contractors who perform any work under this contract will fully comply with the provisions of the Federal Occupational Safety and Health Act of 1970 and to the rules and regulations promulgated pursuant to this Act.
  - 1. Contractor must submit a safety program to the Architect prior to starting work on the site. This program should indicate the Contractor's plan to comply with OSHA requirements for the various conditions of the project. The Contractor shall appoint a safety representative on site. The safety program and Contractor's representative names must both be posed.

2. The Architect will take no action on the Contractor's safety program, but will forward it to the Owner for information only. The Contractor is responsible for safety on the project site per the contract documents.
- B. Hazardous Material: In the event the Contractor encounters material on the site, reasonably believe to be asbestos or polychlorinated biphenyl (PCB) that has not been rendered harmless, the Contractor shall immediately stop work and notify the Architect and Owner. Such notification shall be documented in writing.
- C. Provide any and all measures of protection required by the applicable local municipality for the protection of the public and employees during excavation operations and at completion of work. Measures taken shall include, but not be limited to, sidewalks, barricades, warning lights and signs/ and shall comply with American Standard Safety Code and all local laws and ordinances. Maintain in good condition during operations.

PART 2 – PRODUCTS (NOT APPLICABLE)

PART 3 – EXECUTION (NOT APPLICABLE)

END OF SECTION





**SECTION 015000**

**CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. Related Documents
- B. Summary
- C. Submittals
- D. Quality Assurance
- E. Project Conditions
- F. Temporary Construction and Support Facilities
- G. Security and Protection Facilities Installation
- H. Operation, Termination, and Removal

**1.02 RELATED DOCUMENTS**

- A. Drawings and general provisions of the contract, including general and supplementary conditions and other Division-1 Specification sections, apply to this section.

**1.03 SUMMARY**

- A. This section specifies requirements for temporary services and facilities, including utilities, construction and support facilities, security and protection.
- B. Temporary utilities that may be required include, but are not limited to:
  - 1. Water service and distribution.
  - 2. Temporary electric power and light.
  - 3. Gas service.
  - 4. Telephone service.
  - 5. Storm sewer.
- C. Temporary construction and support facilities that may be required include, but are not limited to:
  - 1. Temporary heat.
  - 2. Field offices and storage sheds.
  - 3. Temporary roads and paving.
  - 4. Sanitary facilities, including drinking water.
  - 5. Dewatering facilities and drains.
  - 6. Temporary enclosures.
  - 7. Hoists and lifts.
  - 8. Temporary project identification signs and bulletin boards.
  - 9. Waste disposal services.
  - 10. Rodent and pest control.
  - 11. Construction aids and miscellaneous services and facilities.

D. Security and protection facilities required include, but are not limited to:

1. Temporary fire protection.
2. Barricades, warning signs, lights.
3. Environmental protection.

#### 1.04 SUBMITTALS

A. Temporary Utilities: Submit reports of tests, inspections, meter readings and similar procedures performed on temporary utilities.

#### 1.05 QUALITY ASSURANCE

A. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction, including but not limited to:

1. Building Code requirements.
2. Health and safety regulations.
3. Utility company regulations.
4. Police, Fire Department and Rescue Squad rules.
5. Environmental protection regulations.

B. Standards: Comply with NFPA Code 241, "Building Construction and Demolition Operations"; ANSI-A10 Series standards for "Safety Requirements for Construction and Demolition", and NECA Electrical Design Library "Temporary Electrical facilities."

1. Refer to "Guidelines for Bid Conditions for Temporary Job Utilities and Services", prepared jointly by AGC and ASC, for industry recommendations.
2. Electrical Service: Comply with NEMA, NECA and UL standards and regulations for temporary electric service. Install service in compliance with National Electric Code (NFPA temporary electric service. Install service in compliance with National Electrical Code (NFPA 70).

C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

#### 1.06 PROJECT CONDITIONS

A. Temporary Utilities: Prepare a schedule indicating dates for implementation and termination of each temporary utility. At the earliest feasible time, when acceptable to the Owner, change over from use of temporary service to use of the permanent service.

B. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Take necessary fire prevention measures. Do not overload facilities, or permit them to interfere with progress. Do not allow hazardous dangerous or unsanitary conditions, or public nuisances to develop or persist on the site.

#### PART 2 – PRODUCTS (NOT APPLICABLE)

## PART 3 – EXECUTION

## 3.01 TEMPORARY CONSTRUCTION AND SUPPORT FACILITIES

- A. Locate field offices, storage sheds, sanitary facilities and other temporary construction and support facilities of ready access within project limit lines.
  - 1. Maintain temporary construction and support facilities until near substantial completion. Personnel remaining after substantial completion will be permitted to use permanent facilities, under conditions acceptable to the Owner.
  - 2. Location of all temporary buildings shall be subject to the approval of the Owner and the governing authority.
- B. Provide incombustible construction for offices, shops and sheds located within the construction area, or within 30 feet of building lines. Comply with requirements of NFPA 241.
- C. Temporary Heat: Provide temporary heat required by construction activities, for curing or drying of completed installations or protection if installed construction from adverse effect of low temperatures or high humidity. Select safe equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirement to produce the ambient condition required and minimize consumption of energy.
- D. Heating Facilities: Except where use of the permanent system is authorized, provide vented self-contained LP gas or fuel oil heaters with individual space thermostatic control.
  - 1. Use of gasoline-burning space heaters, open flame, or salamander type heating units is prohibited.
- E. Field Offices: provide insulated, weather tight temporary offices of sufficient size to accommodate required office personnel at the project site. Keep the office clean and orderly for use of small progress meetings. Furnish and equip offices.
- F. Storage Trailers: Place storage trailers, sized, furnished and equipped to accommodate materials and equipment involved, including temporary utility service. Trailers are to be fully enclosed and placed on the site with prior approval of the Owner.
- G. Temporary Roads and/or Equipment Access Paths: Construct and maintain temporary roads and/or access paths to adequately support the construction activity, during the construction period. Locate temporary roads, storage areas and parking where the same permanent facilities will be located, if possible.
  - 1. Coordinate temporary road and/or access path development with subgrade grading, compaction, installation and stabilization of subbase, and installation of base and finish courses of permanent paving.
  - 2. Install temporary roads and/or access paths to minimize the need to rework the installations and to result in permanent roads and/or access paths and paved areas that are without damage or deterioration when occupied by the Owner.
  - 3. Extend temporary roads and/or access paths in and around the construction area as necessary to accommodate building structure erection, delivery and storage of materials, equipment usage, administration and supervision.
- H. Sanitary facilities include temporary toilets and drinking water fixtures. Comply with regulations and health codes for the type, number, location, operations and maintenance of fixtures and facilities. All sanitary conveniences shall be satisfactory to the Owner and shall conform to the regulations of the City, County, and State Health Departments.

1. Install where facilities will best serve the project's needs, with prior owner approval.
  2. Provide toilet tissue, paper cups and similar disposable materials for each facility. Provide covered waste containers for used material.
- I. Toilets: Install well-contained toilet units. Shield toilets to ensure privacy. Use of pit-type privies will not be permitted.
- J. Dewatering Facilities and Drains: For temporary drainage and dewatering facilities and operations not directly associated with construction activities included under individual sections, comply with dewatering requirements of applicable Division-2 sections. Where feasible, utilize the same facilities. Maintain the site, excavations and construction free of water.
- K. Temporary Enclosures: Provide temporary enclosure of protection of construction in progress and completed, from exposure, foul weather, other construction operations and similar activities, and to provide security from vandalism and theft.
1. Where heat is needed and the permanent building enclosure is not complete, provide temporary enclosures where there is no other provision for containment of heat. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.
  2. Install tarpaulins securely, with incombustible wood framing and other materials. Close openings of 25 square feet or less with plywood or similar materials.
  3. Close openings through floor or roof decks and horizontal surfaces with load-bearing wood-framed construction.
- L. Temporary Enclosures for Lead Safe Work Area Isolation.
1. Before beginning the renovation, the Contractor shall isolate the work area so that no dust or debris leaves the work area while the renovation is being performed. Prevent latent dust emissions. Protect other areas of the facility from contamination by fugitive dusts.
  2. In addition, the Contractor shall maintain the integrity of the containment by ensuring that any plastic or other impermeable materials are not torn or displaced, and taking any other steps necessary to ensure that no dust or debris leaves the work area while the renovation is being performed.
  3. The Contractor must also ensure that containment is installed in such a manner that it does not interfere with occupant and worker egress in an emergency.
- M. Temporary Lifts and Hoists: Provide facilities for hoisting materials and employees. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- N. Project Identification and Temporary Signs: The Contractor will not erect free-standing or post any signs on property under the control of the Shawnee Mission School District without prior approval by the Owner. This includes signs on construction trailers, portable sheds, etc., which might legitimately be temporarily parked on said property by and for the Contractor's use as part of this project. The Owner may provide and erect one or more project signs as they deem necessary.
- O. Collection and Disposal of Waste: Collect waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than seven days during normal weather or three days when the temperature is expected to rise above 80 degrees. Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material in a lawful manner.
- P. Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate. Cover finished permanent stairs with a protective covering of plywood or similar material so finish will be undamaged at the time of acceptance.

## 3.02 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Except for use of permanent fire protection as soon as available, do not change over from use of temporary security and protection facilities to permanent facilities until Substantial Completion, or longer, as requested by the Architect.
- B. Temporary Fire Protection: Until fire protection needs are supplied by permanent facilities, install and maintain temporary fire protection facilities of the types needed to protect against reasonable predictable and controllable fire losses. Comply with NFPA 10 "Standard for Portable Fire Extinguisher", and NFPA 241 "Standard for Safeguarding Construction, Alterations and Demolition Operations."
  - 1. Locate fire extinguisher where convenient and effective for their intended purpose, but not less than one extinguisher on each floor at or near each usable stairwell.
  - 2. Store combustible materials in containers in fire-safe locations.
  - 3. Maintain unobstructed access to fire extinguisher, fire hydrants, temporary fire protection facilities, stairways and other access routes for fighting fires. Prohibit smoking in hazardous fire exposure areas.
  - 4. Provide supervision of welding operations, combustion type temporary heating units, and similar sources of fire ignition.
- C. Permanent Fire Protection: At the earliest feasible date in each area of the project, complete installation of the permanent fire protection facility, including connected services, and place into operations and use. Instruct key personnel on use of facilities.
- D. Barricades, Warning Signs and Lights: Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed provide lighting, including flashing red or amber lights.
- E. Enclosure Fence: Prior to demolition or excavation, install an enclosure fence with lockable entrance gates. Locate where indicated , or enclose the entire site or the portion determined sufficient to accommodate construction operations. Install in a manner that will prevent people, dogs, and other animals from easily entering the site, except by the entrance gates.
  - 1. Provide an open mesh chain link construction fence and gates, minimum 6'-0" high, with galvanized steel pipe posts.
  - 2. Utilize concrete block or pegged steel pipe stabilizer brackets where fence panels adjoin or end.
  - 3. Upon removal of the fencing, repair any disturbed areas to restore to original condition.
  - 4. Locate the construction fence and gates to facilitate all jurisdictional exit and entry requirements from existing buildings and new construction.
  - 5. If requested by the owner, the gates shall be double locked (lock to lock) with the contractor's lock and the owner's lock to allow owner access.
  - 6. Locate the fence and gates to facilitate owner operations that may be in progress during construction.
  - 7. Maintain the fence and gates throughout construction.

- F. Security Enclosure and Lockup: Install substantial temporary enclosure of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft and similar violations of security.
  - 1. Storage: Where materials and equipment must be stored, and are of value or attractive for theft, provide a secure lockup. Enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.
- G. Environmental Protection: Provide protection, operate temporary facilities and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable effects might result. Avoid use of tools and equipment that produce harmful noise. Restrict use of noise making tools and equipment harmful to humans so as to minimize complaints from persons or firms near the site.
  - 1. Contractor shall comply with all Federal, state and local laws and regulations relating to environmental protection. Daily clean up of adjacent streets, sidewalks, and public structures due to construction debris shall be required at Contractor's expense.

### 3.03 OPERATION, TERMINATION AND REMOVAL

- A. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.
  - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation and similar facilities on a 24-hour day basis where required to achieve indicated results and to avoid possibility of damage.
  - 2. Protection: Prevent water filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.
- B. Termination and Removal: Unless the Architect requests that it be maintained longer, remove each temporary facility when the need has ended, or when replaced by authorized use of a permanent facility, or not later than substantial completion. Complete, or if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged work, clean exposed surfaces and replace construction that cannot be satisfactorily repaired.
  - 1. Materials and facilities that constitute temporary facilities are property of the Contractor. The Owner reserves the right to take possession of project identification signs.
  - 2. At substantial completion, clean and renovate permanent facilities that have been used during the construction period, including but not limited to:
    - a. Replace air filters and clean inside of ductwork and housings.
    - b. Replace significantly worn parts and parts that have been subject to unusual operating conditions.
    - c. Replace lamps that are burned out or noticeably dimmed by substantial hours of use.

END OF SECTION



**SECTION 016000**

**MATERIALS AND EQUIPMENT**

**PART 1        GENERAL**

**1.01    SECTION INCLUDES:**

- A.      Related Documents
- B.      Summary
- C.      Definitions
- D.      Submittals
- E.      Quality Assurance
- F.      Product Requirements and Selection Procedures

**1.02    RELATED DOCUMENTS**

- A.      Drawings and general provisions of contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to this section.

**1.03    SUMMARY**

- A.      This section specifies administrative and procedural requirements governing the Contractor's selection of products for use on the project.
- B.      The Contractor's construction schedule and the schedule of submittals are included under Division 1 Section "Submittals."
- C.      Standards: Refer to Division 1 Section "Reference Standards and Definitions" for applicability of industry standards to products specified.
- D.      Administrative procedures for handling requests for substitutions made after award of the contract are included under Division 1 Section "Product Substitutions."

**1.04    DEFINITIONS**

- A.      Definitions used in this article are not intended to change the meaning of other terms used in the contract documents, such as "specialties," "systems," "structure," "accessories," and similar terms. Such terms such are self-explanatory and have well recognized meanings in the construction industry.
  - 1.      "Products" are items purchased of incorporation in the Work, whether purchased for the Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

- a. "Named Products" are items identified by manufacturer's product name, including make or model designation, indicated in the manufacturer's published product literature, that is current as of the date of the Contract Documents.
2. "Materials" are products that are substantially shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or utilized to form a part of the Work.
3. "Equipment" is a product with operational parts, whether motorized or manually operated, that requires service connections such as wiring or piping.

#### 1.05 SUBMITTALS

- A. Product List Schedule: Prepare a schedule showing products specified in a tabular form acceptable to the Architect. Include generic names of products required. Include the manufacturer's name and proprietary product names of each item listed.
  1. Coordinate the product list schedule with the Contractor's Construction Schedule and the Schedule of Submittals.
  2. Form: Prepare the product listing schedule with information of each item tabulated under the following column headings:
    - a. Related Specification Section Number.
    - b. Generic Name Used in Contract Documents.
    - c. Proprietary Name, Model Number and Similar Designations.
    - d. Manufacturer's Name and Address.
    - e. Supplier's Name and Address.
    - f. Installer's Name and Address.
    - g. Projected Delivery Date, or Time Span of Delivery Period.
  3. Initial Submittal: Within twenty (20) days after date of commencement of the work, submit three (3) copies of an initial product list schedule. Provide a written explanation for omissions of data, and for known variations from contract requirements.
  4. Architect's Action: The Architect will respond in writing to the Contractor within two weeks of receipt of the completed product list schedule. No response within this time period constitutes no objection to listed manufacturers or product, but does not constitute a waiver of the requirement that products comply with contract documents. The Architect's response will include the following:
    - a. A list of unacceptable product selections, containing a brief explanation of reasons for this action.

#### 1.06 QUALITY ASSURANCE

- A. Source Limitations: To the fullest extent possible, provide products of the same kind, from a single source.
- B. Compatibility of Options: When the Contractor is given the option of selecting between two or more products for use on the project, the product selected shall be compatible with products previously selected products that were also options.

- C. Nameplates: Except for required labels and operating data, do not attached or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces or products which will be exposed to view in occupied spaces or on the exterior.
1. Labels: Locate required product labels and stamps on a concealed surface or, where required of observation after installation, on an accessible surface that is not conspicuous.
  2. Equipment Nameplates: Provide a permanent nameplate on each item of service-connected or power-operated equipment. Locate on an easily accessible surface that is inconspicuous in occupied spaces. The nameplate shall contain the following information and other essential operating data:
    - a. Name of product and manufacturer.
    - b. Model and serial number.
    - c. Capacity.
    - d. Speed.
    - e. Ratings.

#### 1.07 PRODUCT REQUIREMENTS AND SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, unused at the time of installation.
1. Provide products complete with all accessories, trim, finish, safety guards and other devices and details needed for a complete installation and for the intended use and effect.
  2. Standard products: Where available, provide standard products of types that have been produced and used successfully in similar situations on other projects.
- B. Product Selection Procedures: Product selection is governed by the Contract Documents and government regulations, not be previous project experience. Procedures governing product selection include the following:
1. Proprietary Specification Requirements: Where only a single product or manufacturer is named, provide the product indicated. No substitutions will be permitted.
  2. Semi-Proprietary Specification Requirements: Where two or more products or manufacturers are named, provide one of the products indicated. No substitutions will be permitted.
  3. Non-Proprietary Specifications: When the specifications list products or manufacturers that are available and may be incorporated in the work, but do not restrict the Contractor to use of these products only, the Contractor may propose any available product that complies with contract requirements. Comply with contract document provisions concerning "substitutions" to obtain approval for use of an unnamed product.
  4. Descriptive Specification Requirements: Where specifications describe a product or assembly, listing exact characteristics required, with or without use of a brand or trade name, provide a product or assembly that provides the characteristics and otherwise complies with contract requirements.
  5. Performance Specification Requirements: Where specifications require compliance with performance requirements, provide products that comply with these requirements, and are recommended by the manufacturer for the application indicated. General overall performance of a product is implied where the product is specified for a specific application.
    - a. Manufacturer's recommendations may be contained in published product literature, or by the manufacturer's certification of performance.

END OF SECTION



## SECTION 016300 - SUBSTITUTION PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
  - 1. Section 012200 "Unit Prices" for products selected under a unit price.
  - 2. Section 013000 "Submittals" for requirements for submitting comparable product submittals for products by listed manufacturers.
  - 3. Divisions 02 through 33 Sections for specific requirements and limitations for substitutions.

#### 1.2 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
  - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms. Substitutions for Cause shall be submitted after award of the contract as set forth hereinafter.
  - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner. Substitutions for Convenience shall be submitted prior to bidding as set forth hereinafter.
- B. Comparable Products: Naming of specified items on the Drawings and in the specifications, means that such named items are specifically required by the Architect and/or Owner. When the words "or comparable product" follows such named item(s), a substitution request must be submitted when proposing a product other than the named product. Requests for substitutions must be received by the Architect within the time frame set hereinafter.
- C. The following are not considered substitutions:
  - 1. Revisions to Contract Documents requested by the Owner or Architect.
  - 2. Specified options of products, materials and construction methods included in the Contract Documents.

#### 1.3 ACTION SUBMITTALS

- A. Substitution Requests: Submit at least one (1) paper copy or an electronic pdf copy of each request for consideration to the Architect. Clearly Identify proposed product and related options or fabrication or installation method to be replaced. Include Specification Section number and title, in addition to applicable Drawing numbers and titles.
  - 1. Substitution Request Form: Use facsimile of form provided at the end of this Section.
    - a. Accompanying each Substitution Request shall be a fully executed copy of the Substitution Request Form.
  - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
    - b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
    - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified in writing.
    - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
    - e. Samples, where applicable or requested of proposed substitution and of specified product shall be submitted for comparison and review by Architect.
    - f. Certificates and qualification data, where applicable or requested.

- g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
  - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
  - i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
  - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
  - k. Cost information, including a proposal of change, if any, in the Contract Sum.
  - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
  - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Review Process: Submittal requests for proposed substitutions will be processed using the following procedures:
- a. Submittals will be "Received Dated" immediately upon arrival.
  - b. Submittals will be placed by receiving person in a file designated for that purpose.
  - c. Submittals will not be reviewed for completeness or compliance until after the date and time established for closing of receipt of substitution request submittals.
  - d. Submittals will be reviewed by a member of Hollis + Miller Architect's staff (or respective consultant). Reviewer(s) will not be designated until after closing period established for receipt of submittals.
  - e. Reviewer's General Attitude will be:
    - 1) Burden of Proof is on Proposer.
    - 2) Reviewer should not be required to complete the submittal, that is, select from options or between models and lines of products.
    - 3) Reviewer should not be required to conduct an exhaustive review of the submittal. Submittals of manufacturer's catalogs which do not clearly indicate proposed product and proposed product options will be rejected.
    - 4) Reviewer should not be required to seek information from manufacturer's literature on file in the office, from an improperly submitted electronic submittal or information in other locations.
    - 5) Substitute must be "comparable to" or superior in those features and performance which the Project requires and those which the specified product will provide.
    - 6) Review is complete when, in the reviewer's opinion, significant deficiency(ies) are established. In such case, review of data covering other points of specifications is not required.
  - f. Reviewer will note action taken (No Exception taken to Submitted Manufacturer, No Exception taken to Specific Product, Exceptions Noted, Not Accepted or Received Late), the date, and his/her initials.
  - g. All submittals received after closing time will be "Received Dated", marked "Late", initialed by reviewer, and filed without review.
  - h. Submittals will be filed in Architect's office until completion of the Project.
4. Architect's Action:
- a. Architect will review requests for "Substitutions for Convenience" only once, no additional information may be submitted. Architect may request additional information as necessary for review of "Substitutions for Cause."
  - b. Architect will note action taken.
  - c. Architect is not obligated nor required to review any and all substitution requests.
  - d. Architect is not obligated to inform proposers of substitutions of incomplete and non-accepted requests for substitution.
  - e. Acceptance of Substitutions:
    - 1) Acceptance of Substitutions for Convenience: Accepted substitutions will be set forth in an Addendum and in no other manner.
      - a) Use product specified if Architect does not issue a decision on use of a proposed substitution.
    - 2) Acceptance of Substitutions for Cause: Architect will review proposed substitution within 15 business days of receipt of request. If necessary, Architect will request additional information or documentation for evaluation within seven (7) business days of receipt of a request for Substitution for Cause." Only acceptable substitutions will receive notification of status.

Substitutions shall be considered unacceptable unless a form of acceptance is received by the Proposer.

- a) Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
- b) Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

#### 1.4 ELECTRONIC SUBMITTAL OF SUBSTITUTIONS

- A. Substitution Request submittals will be accepted for review when submitted electronically under the following conditions. Substitution requests which are not submitted in accordance with the criteria listed below may be rejected at the Architect's discretion.
  - 1. Accompanying each submittal shall be a fully executed copy of the Substitution Request Form.
  - 2. Submittals shall be sent to Hollis + Miller Architects, to the attention of the contact listed in Document 000101 "Project Team Directory." Submittals directed to the attention of anyone other than the contact listed will not be considered.
  - 3. Submittals of Substitutions for Cause must be received within the time limits set forth in Paragraph 2.1 A of this Section.
  - 4. Submittals of Substitutions for Convenience must be received prior to bidding and within the time limits set forth in Paragraph 2.1 B of this Section.
  - 5. Documentation requirements as set forth in 1.3 A.2a through 1.3 A.2m are applicable to electronic submittals.

#### 1.5 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

#### 1.6 PROCEDURES

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions at no additional cost to the Owner.

### PART 2 - PRODUCTS

#### 2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 30 days prior to time required for preparation and review of related submittals.
  - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
    - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - b. Request is directly related to a "or comparable product" clause or similar language in the Contract Documents.
    - c. Specified product or method of construction cannot be provided within the Contract Time.
    - d. Specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where the Contractor certifies that the substitution will overcome the incompatibility.
    - e. Specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution will provide the specified warranty.
    - f. Substitution request is fully documented and properly submitted.
    - g. Requested substitution will not adversely affect Contractor's construction schedule.
    - h. Requested substitution has received necessary approvals of authorities having jurisdiction.
    - i. Requested substitution is compatible with other portions of the Work.
    - j. Requested substitution has been coordinated with other portions of the Work.
    - k. Requested substitution provides specified warranty.

- I. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Architect will consider requests for substitution only when submitted prior to bidding, and no later than 4:00 p.m. (local time) eight calendar days prior to date established for receipt of bids. Requests received after that time may be considered or rejected at discretion of Architect.
  - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
    - a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
    - b. Requested substitution does not require extensive revisions to the Contract Documents.
    - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - d. Substitution request is fully documented and properly submitted.
    - e. Requested substitution will not adversely affect Contractor's construction schedule.
    - f. Requested substitution has received necessary approvals of authorities having jurisdiction.
    - g. Requested substitution is compatible with other portions of the Work.
    - h. Requested substitution has been coordinated with other portions of the Work.
    - i. Requested substitution provides specified warranty.
    - j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- C. The Contractor's submittal and A/E's acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with the Contract Documents does not constitute an acceptance or validate request for substitution, nor does it constitute approval.
- D. Under no circumstances does the Architect's and/or Owner's acceptance of any such substitution relieve the Contractor from timely, full and proper performance of the Work

PART 3 - EXECUTION (Not Used)

**END OF SECTION 012500**



# SUBSTITUTION REQUEST FORM

MAIL TO: Hollis + Miller Architects  
1822 Walnut Street, Suite 922  
Kansas City, MO 64108

PROJECT: Shawnee Mission School District  
2017 Asphalt Improvements

SPECIFIED ITEM: \_\_\_\_\_

PROPOSED SUBSTITUTE: \_\_\_\_\_

SUBMITTED BY:

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

**Attach complete description, designation, catalog or model number, Spec Data Sheet and other Technical Data and samples,**  
including Laboratory Tests if Applicable.

*Fill in blanks below:*

1. Will substitution affect dimension indicated on drawings? \_\_\_\_\_  
\_\_\_\_\_
2. Will substitution affect wiring, piping, ductwork, etc., indicated on drawings? \_\_\_\_\_  
\_\_\_\_\_
3. What effect will substitution have on other trades? \_\_\_\_\_  
\_\_\_\_\_
4. Differences between proposed substitution and specified item? \_\_\_\_\_  
\_\_\_\_\_
5. Any and all impacts on costs, design modifications, additional architectural and engineering services, material and labor changes, schedule changes, and other unanticipated consequences, resulting from this substitution in lieu of the specified item, shall be the full responsibility of the contractor and his subcontractors and supplier.
6. Manufacturer's warranties of the specified items and proposed items are: [ ] same [ ] different, *explain:*  
\_\_\_\_\_

## REVIEW COMMENTS:

- [ ] **No Exception taken to Submitted Manufacturer**  
*Manufacturer only is accepted due to time limitations for full review of product, or because no specific product data is submitted, or other unspecified reasons. Contractor must still bear full responsibility for compliance with contract requirements.*
- [ ] **No Exception taken to Specific Products**
- [ ] **Exceptions Noted**  
*See attached copy or notes on product literature*
- [ ] **Not Accepted**
- [ ] **Received too Late**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Remarks: \_\_\_\_\_



**SECTION 016500****STARTING OF SYSTEMS****PART 1 – GENERAL****1.01 SECTION INCLUDES:**

- A. Starting systems.
- B. Demonstration and instructions.
- C. Testing, adjusting, and balancing.

**1.02 RELATED SECTIONS**

- A. Section 014000 – Quality Control: Manufacturer's field reports.
- B. Section 017000 – Contract Closeout: System operations and maintenance data and extra materials.

**1.03 STARTING SYSTEMS**

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Notify Architect and Owner fourteen (14) days prior to start up of each item.
- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, or other conditions that may cause damage.
- D. Verify that tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- E. Verify wiring and support components for equipment are complete and tested.
- F. Execute start up under supervision of responsible manufacturer's representative in accordance with manufacturer's instructions.

**1.04 DEMONSTRATION AND INSTRUCTIONS**

- A. Demonstrate operation and maintenance of products to Owner's personnel two weeks prior to date of substantial completion. Contractor will prepare and distribute meeting minutes of each demonstration and associated instruction.
- B. For equipment or systems requiring seasonal operation, perform demonstration for other season as soon as practical prior to the season. Demonstration shall be performed under applicable seasonal conditions.
- C. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.

- D. Demonstrate start up, operation, control, adjustment, troubleshooting, servicing, maintenance, and shutdown of each item of equipment at a scheduled agreed upon time, at designated location.
- E. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.
- F. The minimum amount of time required for instruction on each item of equipment and system may be specified in individual sections. Reference individual sections for requirements.

**1.05 TESTING, ADJUSTING AND BALANCING**

- A. Contractor will appoint, employ, and pay for services of an independent firm to perform testing, adjusting and balance.
- B. The independent firm will perform services specified in Section 15950.
- C. Reports will be submitted by the independent firm to the Architect indicating observations and results of tests and indicating compliance or noncompliance with specified requirements and with the requirements of the contract documents.

**PART 2 – PRODUCTS (NOT APPLICABLE)**

**PART 3 – EXECUTION (NOT APPLICABLE)**

**END OF SECTION**

**SECTION 017000**  
**PROJECT CLOSEOUT**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES:**

- A. Related documents.
- B. Summary.
- C. Completion of a building and/or phase.
- D. Final completion and final payment.
- E. Record document submittals.
- F. Starting systems.
- G. Operating and maintenance instructions.
- H. Final cleaning.

**1.02 RELATED DOCUMENTS**

- A. Drawings and general provisions of the contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to this section.
- B. Refer to Section 010200 for Final Lien Waiver.

**1.03 SUMMARY**

- A. This section specifies administrative and procedural requirements for project closeout, including but not limited to:
  - 1. Inspection procedures.
  - 2. Project record document submittal.
  - 3. Operating and maintenance manual submittal.
  - 4. Submittal of warranties.
  - 5. Final cleaning.
  - 6. Record vellum drawings.
- B. Closeout requirements for specific construction activities are included in the appropriate technical specifications sections
- C. Refer to Division-1 Section "Warranties and Bonds" for specific requirements.

## 1.04 SUBSTANTIAL COMPLETION

## A. Substantial Completion:

1. The Contractor and each Subcontractor shall carefully and regularly check their work for conformance with the contract documents as the Work is being done. Unsatisfactory work shall be corrected as the Work progresses and not be permitted to remain and become a part of the punch list.
2. The Contractor shall conduct a pre-punch list inspection. The written pre-punch list shall be distributed to affected subcontractors, for correction of noted items. The Contractor shall provide a copy of the pre-punchlist inspection and advise the Architect of the correction of the pre-punch list. This notification shall so serve to notify the Architect that the work is ready for the Architect's punch list inspection.
3. The Architect shall make arrangements for his punch list inspection at the earliest possible date following Contractor notification of correction of the pre-punch list. Transmittal of the Punch List to the Contractor shall set the date for a reinspection prior to issuance of a Certificate of Substantial Completion. Upon receipt of the Punch List, the Contractor shall, within seven (7) days, bring to the attention of the Architect, in writing, any questions that he or any of his subcontractors may have concerning the requirements of the Punch List.
4. When advised by the Contractor that the Punch List items have been completed, the Architect shall conduct a reinspection with the Contractor and any needed subcontractors (and the Owner's representative where applicable) to determine whether the Certificate of Substantial Completion can be issued. A Certificate of Substantial Completion will only be issued after codes administration authorities document approval and permit occupancy of the building or phase. Also note Paragraph 12 of this section.
5. When issued, the Certificate of Substantial Completion shall name the date, triggering the beginning of the warranty period (with any items to have a later starting date specifically noted). The certificate shall also have attached to it any uncompleted Punch List items, and shall name the date for their final completion. The Certificate of Substantial Completion shall also state the responsibilities of the Owner and the Contractor for maintenance, heat, air conditioning, utilities, insurance and building security.
6. Acknowledgement of the date of substantial completion by the signature of all parties on the certificate implies possession of the premises by the Owner. The subsequent completion of incomplete punch list items by the Contractor and the subcontractors shall occur at the Owner's convenience. The Owner shall cooperate in permitting the Contractor reasonable access to the work for the completion of punch list items.
7. A Certificate of Substantial Completion for the work, or portion of work as applicable, will only be issued after the requirements for the demonstration and instruction of operation and maintenance procedures as defined elsewhere by the Contract Documents, to the Owner's personnel have been satisfied by the Contractor.
8. A list of items required for submission at Substantial Completion is listed at the end of this section. This list may include specific maintenance agreements, maintenance manuals, tools, keys, spare parts, extra stock materials, operational instruction to Owner's operating personnel, etc. Any items not here-in specifically listed as required at Substantial Completion shall be submitted at Final Completion.

9. Substantial Completion Cleaning: At Substantial Completion for each project or portion of the project, clean the entire work area to a level acceptable to the Owner, for finish cleaning by the Owner's custodial personnel. Remove non-permanent protection and labels, polish glass, clean exposed finishes, touch-up minor finish damage, clean or replace filters of mechanical systems, remove debris and broom clean non-occupied spaces, sanitize plumbing/food service facilities, clean light fixtures and replace burned out/dimmed lamps, sweep and wash paved areas, police yards and grounds. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compound and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films and similar foreign substances. Restore reflective surfaces to their original reflective condition. Leave concrete floors broom clean. Vacuum carpeted surfaces. Mop VCT or seamless floor surfaces clean. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.
10. Lead Safe Project Report: The Contractor shall furnish a single report documenting compliance with recordkeeping and reporting of requirements of 40 CFR Part 745.85 including documentation that a certified renovator was assigned to the project, that the certified renovator provided on-the-job training for workers used on the project, that the certified renovator performed or directed workers who performed all of the tasks described in Part 745.85, and that the certified renovator performed the post-renovation cleaning verification described in Part 745.85. If the renovation firm was unable to comply with all of the requirements of this rule due to an emergency as defined in Part 745.82, the Contractor shall document the nature of the emergency and the provisions of the rule that were not followed. This documentation must include a copy of the certified renovator's training certificate, and a certification by the certified renovator assigned to that project that:
  - a. Training was provided to workers (topics must be identified for each worker).
  - b. Pre-renovation education and hazard communication was performed before and updated during the project.
  - c. Warning signs were posted at the entrances to the work area.
  - d. The work area was contained by:
    - (1) Removing or covering all objects in the work area (interiors).
    - (2) Closing and covering all HVAC ducts in the work area (interiors).
    - (3) Closing all windows in the work area (interiors) or closing all windows in and within 20 feet of the work area (exteriors).
    - (4) Closing and sealing all doors in the work area (interiors) or closing and sealing all doors in and within 20 feet of the work area (exteriors).
    - (5) Covering doors in the work area that were being used to allow passage but prevent spread of dust.

- (6) Covering the floor surface, including installed carpet, with taped-down plastic sheeting or other impermeable material in the work area 6 feet beyond the perimeter of surfaces undergoing renovation or a sufficient distance to contain the dust, whichever is greater (interiors) or covering the ground with plastic sheeting or other disposable impermeable material anchored to the building extending 10 feet beyond the perimeter of surfaces undergoing renovation or a sufficient distance to collect falling paint debris, whichever is greater, unless the property line prevents 10 feet of such ground covering, weighted down by heavy objects (exteriors).
    - (7) Installing (if necessary) vertical containment to prevent migration of dust and debris to adjacent property (exteriors).
  - e. Waste was contained on-site and while being transported off-site.
  - f. The work area was properly cleaned after the renovation by:
    - (1) Picking up all chips and debris, misting protective sheeting, folding in dirty side inward, and taping it for removal.
    - (2) Cleaning the work area surfaces and objects using a HEPA vacuum and/or wet clothes or mops (interiors).
  - g. The certified renovator performed the post-renovation cleaning verification (the results of which must be briefly described, including the number of wet and dry cloths used).
- 11. Substantial Completion Drain Clearing. At Substantial Completion for each project or portion of the project, perform drain clearing in each building area affected by new construction or renovation work. Clear drains of debris and/or construction materials using methods acceptable to the school district. Test all affected drains to ensure proper operation prior to turn-over to the district. As required, demonstrate proper operation.
- 12. The Owner has contracted with the Architect/Engineer to perform a limited number of punchlist inspections and reinspections. Typically, the Architect/Engineer is responsible for the initial punchlist inspection and one reinspection. If the Owner incurs additional cost from the Architect/Engineer for the performance of more than one initial punchlist inspection and one reinspection, costs for any necessary additional reinspection will be assessed to the Contractor in the way of a deductive cost change order.

**B. Final Completion:**

- 1. Submit executed warranties, workmanship bonds, remaining maintenance agreements, inspection certificates and similar required documentation for specific units of work, enabling Owner's unrestricted occupancy and use.
- 2. Submit maintenance manuals, tools, keys, spare parts, extra stock materials not required at substantial completion.
- 3. Complete instruction of Owner's operating personnel with start up of all systems, not previously required at substantial completion.
- 4. Complete final cleaning and remove temporary facilities.
  - a. Final Cleaning: At closeout time of each building, or applicable portion, reclean the work affected by punch list corrections. Remove non-permanent protection, polish glass, clean exposed finishes, touch-up minor finish damage, remove debris and broom clean non-occupied spaces, sanitize plumbing/food service facilities, clean light fixtures, sweep and wash paved areas, police yards and grounds, and perform similar clean up operations needed to produce a "clean" condition as judged by Architect and Owner.



5. All punch list work must be completed, reviewed and accepted by the Architect.

#### 1.05 FINAL COMPLETION AND FINAL PAYMENT

- A. Provide submittals to Architect that are required by governing or other authorities. Confirm that all submittals required by the construction documents have been transmitted.
- B. Final Completion: For the purpose of determining a date at which the project is finished, final completion may be defined to include, but is not limited to:
  1. Substantial completion.
  2. Submission and acceptance by the Architect of project record drawings.
  3. Operation and maintenance data (including all air and water balance reports).
  4. All applicable Owner training sessions with meeting notes distributed (video tapes, if applicable).
  5. Final cleaning.
  6. Adjusting (hardware, HVAC, etc.)
  7. Warranties submitted by General Contractor and accepted by Architect.
  8. Spare parts and maintenance materials turned over to proper District personnel.
  9. All Punch List work completed, reviewed and accepted by the Architect.
    - a. All of the above items are as required by individual specification requirements as found in the contract documents. These individual requirements shall take precedence over this definition if any conflict should arise.
- C. Upon written notice by the Contractor that the reinspection punch list items are completed, the Architect shall verify this by inspection and shall issue to the Owner a final certificate of payment stating that, to the best of their knowledge, information and belief, the work has been completed in accordance with the terms and conditions of the contract documents, and that the entire balance found to be due the Contractor, and noted in said final certificate of payment, is due and payable. The Owner shall endeavor to make final payment within thirty (30) days.

#### 1.06 RECORD DOCUMENT SUBMITTAL

- A. General: Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the Architect's reference during normal working hours.
- B. Record Drawings: A set of blue- or black-line drawings of the original bidding documents will be provided by the Architect to the Contractor for the following use:
  1. If the Contractor elects to vary the work from the Contract Documents, and secures prior approval from the Architect, he shall record in a neat, readable manner, all such variances on the blue- or black-line drawings furnished.
  2. For plumbing; heating; ventilating; and air conditioning; electrical and fire protection work, record document drawings shall be maintained by the

Contractor as the work progresses and as follows:

- a. All deviations from the sizes, locations, and from all other features of all installations showing the contract documents shall be recorded.
  - b. In addition, it shall be possible, using these drawings, to correctly and easily locate, identify and establish sizes of piping, direction etc., as well as all other features of work that will be concealed.
    1. Locations of underground work shall be established by dimensions to column lines or walls, by locating all turns, etc., and by properly referenced centerline or invert elevations and rates of fall.
    2. For work concealed in the building, sufficient information shall be given so it can be located with reasonable accuracy and ease. In some cases this may be by dimension; in others, it may be sufficient to illustrate the work on the drawings in relation to the spaces in the building near which it was actually installed. Architect's decision in this matter shall be final.
  3. Blue- or black-line record drawings shall be kept up to date during the entire course of the work and shall be available upon request for examination by the Architect.
  4. The following requirements apply to all record document drawings:
    - a. They shall be maintained at the Contractor's expense.
    - b. All such drawings shall be done carefully and neatly by a competent draftsman and in an approved form.
    - c. Additional drawings shall be provided as necessary for clarification.
    - d. The record document drawings (both blue- and black-line and reproducible) shall be returned to the Architect upon completion of the work and are subject to the approval of the Architect.
    - d. Delete Architect title block and seal from record document drawings.
- C. Record Specifications: Maintain one complete copy of the project manual, including addenda, and one copy of other written construction documents such as change orders and modifications. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation. Note related record drawing information and product data.
1. Legibly mark and record at each product section description of actual products installed, including the following:
    - a. Manufacturer's product name and product model number.
    - b. Product substitutions or alternates utilized.
    - c. Changes made by addenda and modifications.
  2. Upon completion of the work, submit record specifications to the Architect for the Owner's records.
  3. Record project manual shall be maintained at the Contractor's expense.
  4. Record project manual shall be maintained in a neat, readable manner. Contract work variations shall be recorded in the correct corresponding

- technical section of the project manual.
5. Delete Architect seal from record project manual.
  6. Complete final cleaning and remove temporary facilities.
- D. Record Shop Drawings: Maintain a clean, undamaged set of blue or black line white prints of shop drawings as finally approved. Mark the set to show the actual installation where the installation varies substantially from the work as originally shown. Mark drawings accurately; record a cross reference at the corresponding location on the contract drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
1. Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the work.
  2. Mark new information that is important to the Owner, but was not shown on shop drawings.
  3. Note related change order numbers where applicable.
  4. Organize record shop drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.
- E. Record Product Data: Maintain one copy of each product data submittal. Mark these documents to show significant variations in actual work performed in comparison with information submitted. Include variations in products delivered to the site, and from the manufacturer's installation instruction and recommendations. Give particular attention to concealed products and portions of the work that cannot otherwise be readily discerned later by direct observation. Note related change orders and mark up of record drawings and specifications.
1. Upon completion of mark ups, submit complete set of record product data to the Architect for the Owner's records.
- F. Record Documents and Shop Drawings: Contractor to supply one complete set of approved shop drawings. Legibly mark each item to record actual construction including:
1. Measured depths of foundations in relation to fine (main) floor datum.
  2. Measured horizontal and vertical locations of underground utilities and appurtenance, referenced to permanent surface improvements.
  3. Measured locations of internal utilities and appurtenance concealed in construction, referenced to visible and accessible features of the work.
  4. Field changes of dimension and detail.
  5. Details not on original contract drawings.
- G. Record Sample Submitted: Immediately prior to the date or dates of substantial completion, the Contractor will meet at the site with the Architect and the Owner's representative personnel to determine which of the submitted samples that have been maintained during progress of the work are to be transmitted to the Owner for record purposes. Comply with delivery to the Owner's sample storage area.
- H. Miscellaneous Record Submittal: Refer to other specification sections for requirements of miscellaneous recordkeeping and submittal in connection with actual performance of the work. Immediately prior to the date or dates of substantial completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to the Architect for the Owner's records.

- I. Maintenance Manuals: Organize operating and maintenance data into suitable sets of manageable size. Submit two sets prior to Substantial Completion or final inspection, as applicable. Bind properly indexed data in individual heavy-duty, three inch, three ring vinyl-covered binders, 8½ x 11 inch test page format, with pocket folders for folded sheet information.
  1. Prepare binder covers with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, and subject matter of binder when multiple binders are required.
  2. Internally subdivide the binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.
  3. Contents: Prepare a Table of Contents for each volume, with each product or system description identified.
  4. Part 1: Directory, listing names, addresses, and telephone numbers of Architect, Contractor, subcontractors, and major equipment suppliers where they can be reached for emergency service at all times, including nights, weekends, and holidays.
  5. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of subcontractors and suppliers. Identify the following:
    - a. Significant design criteria.
    - b. List of equipment.
    - c. Parts list for each component.
    - d. Operating instructions.
    - e. Maintenance instructions for equipment and systems.
    - f. Maintenance instructions
    - g. Emergency instructions.
    - h. Spare parts list.
    - i. Wiring diagrams.
    - j. Recommended "turn around" cycles.
    - k. Inspection procedures.
  6. Part 3: Project documents and certificates, including the following:
    - a. Shop drawings and product data.
    - b. Air and water balance reports.
    - c. Certificates.
    - d. Photo copies of warranties and bonds.
  7. Submit one copy of completed volumes in final form fifteen (15) days prior to the applicable submission requirement. This copy will be returned after review, with Architect comments. Revise content of documents as required prior to final submittal for the applicable submission requirement.
  8. Submit final volumes revised, within ten (10) days after Architect review and comment.
- J. Record reproducible vellum drawings. Contractor shall submit one copy of all record contract drawings to the Owner in the form of reproducible vellum sheets.

## PART 2 – PRODUCTS (NOT APPLICABLE)

**PART 3 -- EXECUTION****3.01 STARTING SYSTEMS**

- A. Coordinate schedule of start up of various equipment and systems.
- B. Notify Architect and Owner seven (7) days prior to start up of each item.
- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, or other conditions that may cause damage.
- D. Verify that tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- E. Verify wiring and support components for equipment are complete and tested.
- F. Execute start up under supervision of responsible manufacturer's representative (Contractor's personnel) in accordance with manufacturer's instructions.
- G. When specified in individual specification sections, require manufacturer to provide authorized representative to be present at site to inspect, check and approve equipment or system installation prior to start up, and to supervise placing equipment or system in operation.
- H. Submit a written report in accordance with Section 01400 that equipment or system has been properly installed and is functioning correctly.

**3.02 OPERATING AND MAINTENANCE INSTRUCTIONS**

- A. General: Arrange for each Installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance, if applicable. If Installers are not experienced in procedures, provide instruction by manufacturer's representatives. Include a detailed review of the following items:
  - 1. Maintenance manuals.
  - 2. Record documents.
  - 3. Spare parts and materials.
  - 4. Tools.
  - 5. Lubricants.
  - 6. Fuels.
  - 7. Identification systems.
  - 8. Control sequences.
  - 9. Hazards.
  - 10. Cleaning.
  - 11. Warranties and bonds.
  - 12. Maintenance agreements and similar continuing commitments.

- B. As part of instruction for operating equipment, demonstrate the following procedures:
1. Start up.
  2. Shutdown.
  3. Emergency operations.
  4. Noise and vibration adjustments.
  5. Safety procedures.
  6. Economy and efficiency adjustments.
  7. Effective energy utilization.

END OF SECTION

**SECTION 017100**

**CONSTRUCTION HOUSEKEEPING**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. Related Documents
- B. Summary
- C. Submittals
- D. Quality Assurance
- E. Project Conditions

**1.02 RELATED DOCUMENTS**

- A. Drawings and general provisions of the contract, including general and supplementary conditions and other Division-1 Specification sections, apply to this section.

**1.03 SUMMARY**

- A. This section specifies requirements for maintaining housekeeping of the construction site and facilities during construction operations.

**1.04 SUBMITTALS**

- A. Submit a written narrative outlining the operational plan that will be employed by the contractor and subcontractors to maintain the construction site and facilities in a clean, safe, and organized condition that is free from recognized hazards that can cause serious physical harm or death to employees or the public.

**1.05 QUALITY ASSURANCE**

- A. Comply with Occupational Safety and Health Standards for the Construction Industry 29 CFR 1926.25.
- B. Comply with standards of authorities having jurisdiction, including but not limited to:
  - 1. Building Code requirements.
  - 2. Health and safety regulations.
  - 3. Police, Fire Department, and/or Rescue Squad requirements.
- C. Comply with directives issued by the Architect-Engineer and/or Owner. Contractors failing to comply with Architect-Engineer and/or Owner directives to properly maintain construction housekeeping may be subject to the withholding of Payment Applications until proper housekeeping conditions are adhered and maintained.

**1.06 PROJECT CONDITIONS**

- A. Keep construction areas free of the accumulation of dirt, debris, trash, water, liquids, and or hazards that deter from the safety of the construction site and facilities. Neatly organize and store materials so as to not co-mingle waste materials and construction materials, tools, and equipment.

**PART 2 – PRODUCTS (NOT APPLICABLE)****PART 3 – EXECUTION****3.01 WORK PRACTICES**

- A. Housekeeping occurs constantly on the job, not just once a week or at the end of the project.
- B. Everyone does housekeeping, not just laborers or certain trades.
- C. Trained personnel shall use lead-safe work practices contained in EPA's renovation, repair, and painting rule as applicable.
- D. Workers pick up anything they see lying around that can trip a person or fall on them.
- E. Extension cords, lines, welding leads, hoses, etc. are coiled up when not in use.
- F. Tools are returned to the gang box or tool room.

**3.02 HAZARD IDENTIFICATION, REMOVAL, AND CLEANUP**

- A. Ensure that trained personnel perform lead safe work practices and take proper precautions concerning presumed lead bearing materials. If latent dust emissions occur, establish containment, post signage, and perform cleaning, recleaning, and subsequent cleaning verifications as necessary. Assess risks presented by the actual or presumed presence of lead-based paint and lead-based paint hazards. The Contractor shall not leave lead dust hazards in Owners facilities. Lead dust hazard means surface dust that contains a dust-lead loading (area concentration of lead) at or exceeding the levels promulgated by State of Kansas and Federal regulations. The Contractor shall not impair the Owner's ability to occupy work areas under this contract beyond substantial completion dates by leaving lead dust hazards.
- B. Debris is cleaned from work surfaces, passages, and stairs.
- C. Ground within 6 feet of a building under construction is free of irregularities.
- D. Storage areas and walkways are reasonably free of dangerous depressions, obstructions, and debris.
- E. All walking and working surfaces are reasonably dry and free from grease or oil.
- F. Spills of oil, grease, and other liquids are removed at once, or covered with sand or other absorbent material until cleaned up.
- G. Sufficient waste or trash containers are provided, used and emptied when appropriate.



- H. Workers wear heavy gloves and heavy soled or safety shoes when handling scrap material.
- I. All walking and working surfaces are free of protruding nails.
- J. Nails or fasteners are removed when opening crates, cartons, kegs, or when stripping small forms.
- K. Nails are bent down or removed before scrap material is discarded.
- L. Scrap and debris are piled neatly.
- M. Materials, waste, or tools are not thrown from buildings or structures to areas where workers may be located.
- N. Any object protruding at head height has been removed or flagged.
- O. Protective caps are used on exposed rebar.
- P. Chutes are used to remove waste and/or debris from above grade floors.
- Q. Hoses, power cords, welding leads, etc. are not laying in heavily traveled walkways or areas.
- R. Structural openings are covered/protected adequately (i.e., sumps, shafts, floor openings, etc.).

### 3.03 BULK MATERIAL STORAGE

- A. All piled or stacked material is stable and cannot fall, slip, or collapse.
- B. The face of a pile of bags (containing cement or other material) more than 5 feet high is tapered back, or the sacks are tied in horizontal layers to prevent them from falling or collapsing.
- C. Lumber piles are no more than 16' high if handled manually or 20' high if handled by equipment. Headpieces, crosspieces, or other means are used as needed to prevent slipping, tipping, or collapsing.
- D. Piles of bricks, tiles, masonry blocks, and similar materials are stabilized by the use of headers at least every sixth layer.
- E. Brick stacks are not over 7 feet high. Brick stacks over 4 feet high are tapered back.
- F. Masonry stacks over 6 feet high are tapered back.
- G. The way that material is going to be taken off the pile is planned at the time the material is first stored.
- H. Workers and their equipment have room to move material off a pile.
- I. Material is piled on surfaces that will hold its weight.
- J. Material is piled on ground stable enough for a heavy load (not too near an excavation).
- K. Pipe or rod is stored in racks if more than one layer high.
- L. Surplus materials are returned to the stockpile.

- M. Materials are at least 2m (5 ft.) from openings, roof edges, excavations or trenches.

### 3.04 HAZARDOUS MATERIAL STORAGE AND DISPOSAL

- A. Flammable material is always stored in separate closed containers.
- B. Incompatible chemical products (which may cause a hazardous reaction if they come in contact) are not stored together.
- C. Flammable liquids are not stored near sources of ignition (sparks, electricity, flames, or hot objects).
- D. Where more than 25 gallons of flammable liquids are present, they are kept in a storage cabinet approved by the National Fire Protection Association (NFPA).
- E. Indoor storage areas for flammable liquids are ventilated and have one clear aisle, at least three feet wide.
- F. Flammable liquids stored outdoors are at least 50 feet from the property line and 10 feet from any public way.
- G. Outdoor flammable liquid storage areas are graded to divert spills away from buildings.
- H. Flammable and combustible scrap, debris, and waste are removed promptly from buildings or structures.
- I. Covered metal waste cans are available for oily and paint-soaked waste.
- J. Appropriate cleanup materials are available for leaks or spills of flammables or other hazardous materials.
- K. Leftover hazardous products and waste are properly stored, labeled, and disposed of according to the instructions on the product's Material Safety Data Sheet (MSDS).

### 3.05 SANITATION

- A. Toilets and washing facilities are clean and sanitary. Toilets are design to ensure user privacy, and are supplied with toilet paper.
- B. Sufficient toilets and washing facilities are available.
- C. Adequate supplies of potable water are available.
- D. Drinking water is stored and dispensed in clearly marked containers that are not used for any other purpose.
- E. All pipes and containers for non-potable water have been clearly labeled, and only potable water is used for washing or drinking.

### 3.06 ENVIRONMENT

- A. Lighting and ventilation are adequate.
- B. Burned out lights are reported and replaced.

END OF SECTION

**SECTION 017110****CLEANING****PART 1 - GENERAL****1.01 SECTION INCLUDES**

- A. Description
- B. Disposal Requirements
- C. Materials
- D. During Construction
- E. Dust Control
- F. Final Cleaning

**1.02 DESCRIPTION**

- A. Contractor will be responsible to execute daily cleaning, during progress of the Work and at completion of the Work, as required by General Conditions. The Contractor is to daily, broom clean debris and remove all refuse, rubbish, scrap material caused by his operation. The Contractor shall remove all excess spoils.

**1.03 CLEANING AND DISPOSAL REQUIREMENTS**

- A. Conduct cleaning and disposal operations to comply with Scope of Work Section 017100 Construction Housekeeping, codes, ordinances, regulations, and anti-pollution laws.

**1.04 MATERIALS**

- A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.
- B. Use only those cleaning materials and methods recommended by the manufacturer of the surface material to be cleaned.
- C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

**1.05 DURING CONSTRUCTION**

- A. Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations or his subcontractor's operations and ensure that building and grounds are maintained free from accumulations of waste materials and rubbish. Do not allow waste materials, rubbish and debris to accumulate and become an unsightly or hazardous condition.

- B. Transport waste materials in a controlled manner with as few handling as possible; do not drop or throw materials from heights. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces. Sprinkle dusty debris with water.
- C. Burning or burying of rubbish and waste materials on the project site is not permitted. Disposal of volatile fluid wastes (such as mineral spirits, oil, or paint thinner) in storm or sanitary sewer systems is not permitted. Remove waste materials, rubbish and debris from the site and legally dispose of at public or private dumping areas off the Owner's property.

#### 1.06 DUST CONTROL

- A. Clean interior spaces prior to the start of finish painting and/or other applicable work, and continue cleaning on as as-needed basis until such work is finished.
- B. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly-coated surfaces.
- C. Broom clean interior building areas when ready to receive finish painting and/or other applicable work, and continue cleaning on as-need basis until building is ready for acceptance or occupancy.

#### 1.07 FINAL CLEANING

- A. At completion of construction and just prior to acceptance or occupancy, the Contractor will conduct a final inspection of exposed interior and exterior surfaces. Perform final cleaning and maintain cleaning until building or portion thereof, is accepted by Owner.
- B. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from interior and exterior surfaces. Repair, patch and touch-up marred surfaces to match adjacent finishes. Broom clean paved surfaces; rake clean other surfaces of grounds.
- C. Clean all glass and all other finish surfaces, replace all broken and scratched glass; remove stains, spots marks and dirt from decorated work; clean all hardware; remove paint spots and smears from all surfaces, clean all fixtures and wash or vacuum all floors; leaving work in a clean and spotless condition.
- D. Mechanical subcontractor shall replace air conditioning filters if units were operated during construction. Clean ducts, blowers, and coils if air conditioning units were operated without filters during construction.
- E. Remove all waste materials and rubbish from and about the Project as well as all tools, construction equipment, machinery, and surplus materials.
- F. Use experienced workmen or professional cleaners for final cleaning.
- G. Comply with cleaning instructions contained in the Specifications. In absence of specific cleaning instructions, follow accepted cleaning practices or the recommendations of the manufacturer of the material to be cleaned.

END OF SECTION

**SECTION 017400**

**WARRANTIES AND BONDS**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES:**

- A. Related Documents
- B. Summary
- C. Definitions
- D. Warranty Requirements
- E. Submittals

**1.02 RELATED DOCUMENTS**

- A. Drawings and general provisions of the contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to this section.

**1.03 SUMMARY**

- A. This section specifies general administrative and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturers' standard warranties on products and special warranties.
  - 1. Refer to the general conditions of the contract for construction of terms of Contractor's warranty of workmanship and materials.
  - 2. General closeout requirements are included in Division-1, Section "Project Closeout".
  - 3. Specific requirements for warranties for the work and products and installations that are specified to be warranted, are included in the individual sections of Divisions-2 through 16.
  - 4. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.
- B. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the work that incorporated the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

**1.04 DEFINITIONS**

- A. Standard product warranties are reprinted written warranties published by individual manufacturers for particular product and are specifically endorsed by the manufacturer to the Owner.
- B. Special warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

## 1.05 WARRANTY REQUIREMENTS

- A. Related Damages and Losses: When correcting warranted Work that has failed, remove, and replace other work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted work.
- B. Reinstatement of Warranty: When Work covered by a warranty has failed and has been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- C. Replacement Cost: Upon determination that work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective work regardless of whether the Owner has benefited from use of the work through a portion of its anticipated useful service life.
- D. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.
- E. The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

## 1.06 SUBMITTAL

- A. Submit written warranties to the Architect prior to the date certified for Substantial Completion. If the Architect's certificate of substantial completion designates a commencement date for warranties other than the date of Substantial Completion of the Work, or a designated portion of the Work, submit written warranties upon request of the Architect.
  - 1. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Architect within fifteen (15) days of completion of that designated portion of the Work.
  - 2. In all other instances, warranty periods will not begin prior to Substantial Completion, regardless of equipment use prior to dates of Substantial Completion.
- B. When a special warranty is required to be executed by the Contractor, or the Contractor and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner through the Architect for approval prior to final execution.
  - 1. Refer to individual sections of Divisions-2 through 16 for specific content requirements, and particular requirements of submittal of special warranties.
- C. Form of Submittal: At final completion, compile two copies of each required warranty and bond properly executed by the Contractor, or the Contractor, subcontractor, supplier or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the project manual.

- D. Bind warranties and bonds in heavy-duty, commercial quality, durable three-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8½" x 11" paper.
  - 1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address and telephone number of the installer.
  - 2. Identify each binder on the front and the spine with the typed or printed title 'WARRANTIES AND BONDS', the project title or name, and the name of the Contractor.
  - 3. When operating and maintenance manuals are required for warranted constitution, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

PART 2 – PRODUCTS (NOT APPLICABLE)

PART 3 – EXECUTION (NOT APPLICABLE)

END OF SECTION





## SECTION 321216 - ASPHALT PAVING

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes provisions for hot-mixed asphalt paving over prepared subbase of the thickness indicated for:
  - 1. Bus lanes and driveways where indicated: 8" thick.
  - 2. Fire lanes where indicated: 8" thick.
  - 3. Parking areas: 6" thick.
  - 4. Other areas: 6" thick unless indicated otherwise.
- B. Follow City Public Works requirements in the construction of drive aprons connecting to public streets.
- C. Proof rolling and visual inspection of prepared subbase is included in this Section.
- D. Work by Owner: Owner's Soils Engineer will observe and report on proofrolling operations.

#### 1.2 SUBMITTALS

- A. Submit the following in accordance with the Conditions of the Contract and Division 01 Specifications.
- B. Material Certificates: Submit material certificates signed by material producer and Contractor, certifying that each material item complies with or exceeds specified requirements.
- C. Proposed mix designs and Marshall characteristics for each class of mix for review no less than ten (10) days prior to commencement of work.
- D. Pavement marking plan indicating lane separations and defined parking spaces. Note dedicated handicapped spaces with international graphics symbol.

#### 1.3 QUALITY ASSURANCE

- A. Asphalt Monitoring: Architect will monitor asphalt placement and compaction operations reporting on compliance with specified requirements.
  - 1. Asphalt is determined to be in non-compliance shall be corrected by the Contractor at no additional cost to the Owner.
- B. Testing: Core samples of asphalt paving, may be taken at the discretion of the Architect to establish compliance with the Contract Documents.
  - 1. If tests are taken and determined to be satisfactory, Owner will pay for costs of tests.
  - 2. If tests are taken and determined asphalt is determined to be unsatisfactory, Contractor shall pay costs for testing and for correcting deficiencies in paving installation at not additional cost to the Owner.
- C. Perform Work in accordance with Kansas Department of Transportation (KDOT) "Standard Specifications", for State Road and Bridge Construction, latest edition. Mixing Plant shall conform to KDOT Standard.
  - 1. Follow City of Shawnee Mission, Kansas "Public Works" requirements for construction of drive aprons connecting to public streets.
- D. Installer Qualifications: Engage an experienced installer who has completed hot mix asphalt paving similar in material, design, and extent to that indicated for this Project and with a record of successful in service performance.
- E. Manufacturer Qualifications: Engage a firm experienced in manufacturing hot mix asphalt similar to that indicated for this Project and with a record of successful in service performance.

#### 1.4 SITE CONDITIONS

- A. Weather Limitations: Apply prime and tack coats when ambient temperature is above 50 deg F and when temperature has not been below 35 deg F for 12 hours immediately prior to application. Do not apply when base is wet or contains an excess of moisture.
  - 1. Place base course when air temperature is above 30 deg F and rising.

2. Place surface course when atmospheric temperature is above 40 deg F and when base is dry.
3. Do not apply pavement markings when ambient or surface temperature exceeds 95 degrees F.

B. Grade Control: Establish and maintain required lines and elevations.

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS**

- A. General: All work as herein called for shall be done in accord with the latest edition of APWA referenced specification Standard Specifications for State Road and Bridge Construction, latest edition published by the Kansas Highway Commission. The work herein required is not of the magnitude of work described in the aforesaid Standard Specification, therefore only applicable limitations will be enforced. However, this is not a relaxing of the requirements for the quality of the work. When work is obviously substandard, necessary tests will be made for compliance to the specifications. Work found to be in noncompliance with the specification shall be removed and replaced -- all at the expense of the Contractor, including the cost of all tests.
1. Use locally available materials and gradations that exhibit a satisfactory record of previous installations.

B. Base Coarse Aggregate: Sound, angular crushed stone, crushed gravel, or properly cured crushed blast furnace slag, complying with ASTM D 692-88.

- C. Base Course Mix: Conform to requirements for mix designations BM-2B, per Sections 603 and 1103 of KDOT Standard Specifications for State Road and Bridge Construction.
1. Thickness: Compacted thickness of base course shall not be less than 4".

D. Wear Course Aggregate: Sharp-edged natural sand or sand prepared from stone, properly cured blast furnace slag, gravel, or combinations thereof, complying with ASTM D 1073.

- E. Wear Course Mix: Conform to requirements for mix designation BM-2, per Sections 603 and 1103 of KDOT Standard Specifications for State Road and Bridge Construction.
1. Thickness: Compacted thickness of wear course shall not be less than 2".

F. Asphalt Cement: Conforming to ASTM D 946 for penetration graded materials and ASTM D 3381 for viscosity-graded material. Provide asphalt cement in accordance with KDOT referenced specification of type as recommended by local paving authorities to suit project conditions.

G. Prime Coat: Cut-back asphalt type, ASTM D 2027; MC-30, MC-70 or MC-250.

H. Tack Coat: Emulsified asphalt; ASTM D 977.

I. Sand: ASTM D 1073, Grade 2 or 3; natural river or bank sand; washed; free of silt, clay, loam, friable or soluble materials, and organic matter.

J. Herbicide Treatment: Commercial chemical for weed control, registered by Environmental Protection Agency. Provide granular, liquid, or wettable powder form.

1. Manufacturers: Subject to compliance with requirements, provide products of one of the following:

a. Dow Chemical U.S.A.

- b. E.I. DuPont de Nemours & Co., Inc.
- c. Thompson-Hayward Chemical Co.
- d. U.S. Borax and Chemical Corp.

K. Lane Marking Paint: Alkyd-resin type, ready-mixed complying with AASHTO M 248, Type I.

1. Colors: Match existing conditions at each project site.

L. Wheel Stops: 2,500-psi compressive strength precast, air-entrained concrete, approximately 6" high, 9" wide, and 7' long. Provide chamfered corners and drainage slots on underside.

M. Crack Filler: Asphalt emulsion SS-1H.

### **2.2 ASPHALT-AGGREGATE MIXTURE**

- A. Provide plant-mixed, hot-laid asphalt-aggregate mixture complying with ASTM D 3515 and as recommended by local paving authorities to suit project conditions.

## **PART 3 - EXECUTION**

### **3.1 SURFACE PREPARATION**

- A. General: Remove loose material from compacted subbase surface immediately before applying herbicide treatment or prime coat.
- B. Proof-roll prepared subgrade surface to check for unstable areas and areas requiring additional compaction. Notify Construction Manager of unsatisfactory conditions. Do not begin paving work until deficient subgrade areas have been corrected and are ready to receive paving and are at proper elevation. Proof-roll prepared subbase surface to check for unstable areas and areas requiring additional compaction.
  - 1. Paving must be installed within 48 hours after proofrolling subgrades.
- C. Notify Contractor of unsatisfactory conditions. Do not begin paving work until deficient subbase areas have been corrected and are ready to receive paving.
- D. Herbicide Treatment: Apply chemical weed control agent in strict compliance with manufacturer's recommended dosages and application instructions. Apply to compacted, dry subbase prior to application of prime coat.
- E. Prime Coat: Apply at rate of 0.20 to 0.50 gal per sq yd, over compacted subgrade. Apply material to penetrate and seal, but not flood, surface. Cure and dry as long as necessary to attain penetration and evaporation of volatile.
- F. Tack Coat: Apply to contact surfaces of previously constructed asphalt or Portland cement concrete and surfaces abutting or projecting into hot-mixed asphalt pavement. Distribute at rate of 0.05 to 0.15 gal per sq yd of surface.
- G. Allow to dry until at proper condition to receive paving.
- H. Exercise care in applying bituminous materials to avoid smearing of adjoining concrete surfaces. Remove and clean damaged surfaces.

### **3.2 PLACING MIX**

- A. General: Place hot-mixed asphalt mixture on prepared surface, spread, and strike off. Spread mixture at minimum temperature of 225deg F. Place areas inaccessible to equipment by hand. Place each course to required grade, cross-section, and compacted thickness.
- B. Paver Placing: Place in strips not less than 10' wide, unless otherwise acceptable to Architect. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Complete base course for a section before placing surface course.
- C. Immediately correct surface irregularities in finish course behind paver. Remove excess material forming high spots with shovel or lute.
- D. Joints: Make joints between old and new pavements, or between successive days' work, to ensure continuous bond between adjoining work. Construct joints to have same texture, density, and smoothness as other sections of hot-mixed asphalt course. Clean contact surfaces and apply tack coat.
- E. Curbs: Construct curbs over compacted pavement surfaces. Apply a light tack coat unless pavement surface is still tacky and free from dust.
  - 1. Place curb materials to cross-section indicated or, if not indicated, to local standard shapes, by machine or by hand in wood or metal forms. Tamp hand-placed materials and screed to smooth finish. Remove forms as soon as material has cooled.

### **3.3 ROLLING**

- A. General: Begin rolling when mixture will bear roller weight without excessive displacement.
- B. Compact mixture with hot hand tampers or vibrating plate compactors in areas inaccessible to rollers.

- C. Breakdown Rolling: Accomplish breakdown or initial rolling immediately following rolling of joints and outside edge. Check surface after breakdown rolling and repair displaced areas by loosening and filling, if required, with hot material.
- D. Second Rolling: Follow breakdown rolling as soon as possible, while mixture is hot. Continue second rolling until mixture has been evenly compacted.
- E. Finish Rolling: Perform finish rolling while mixture is still warm enough for removal of roller marks. Continue rolling until roller marks are eliminated and course has attained 95 percent laboratory density.
- F. Patching: Remove and replace paving areas mixed with foreign materials and defective areas. Cut out such areas and fill with fresh, hot-mixed asphalt. Compact by rolling to specified surface density and smoothness.
- G. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- H. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

#### 3.4 TRAFFIC AND LANE MARKINGS

- A. Cleaning: Sweep and clean surface to eliminate loose material and dust.
- B. Do not apply traffic and lane marking paint until layout and placement have been verified with Architect.
- C. Apply paint with mechanical equipment to produce uniform straight edges. Apply at manufacturer's recommended rates to provide minimum 12 to 15 mils dry thickness.

#### 3.5 WHEEL STOPS

- A. General: Secure wheel stops to hot-mixed asphalt surface with not less than two 3/4" diameter galvanized steel dowels embedded in precast concrete at 1/3 points. Size length of dowel to penetrate at least 1/2 hot-mixed asphalt depth.

#### 3.6 FIELD QUALITY CONTROL

- A. General: Testing in-place hot-mixed asphalt courses for compliance with requirements for thickness and surface smoothness will be done by Owner's testing laboratory. Repair or remove and replace unacceptable paving as directed by Architect.
- B. Thickness: In-place compacted thickness tested in accordance with ASTM D 3549 will not be acceptable if exceeding following allowable variations:
  - 1. Base Course: Plus or minus 1/4".
  - 2. Surface Course: Plus or minus 1/4".
- C. Surface Smoothness: Test finished surface of each hot-mixed asphalt course for smoothness, using 10' straightedge applied parallel with and at right angles to centerline of paved area. Surfaces will not be acceptable if exceeding the following tolerances for smoothness:
  - 1. Base Course Surface: 1/4".
  - 2. Wearing Course Surface: 3/16".
  - 3. Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowable variance from template is 1/4".
- D. Check surface areas at intervals as directed by Architect.

#### END OF SECTION 321216