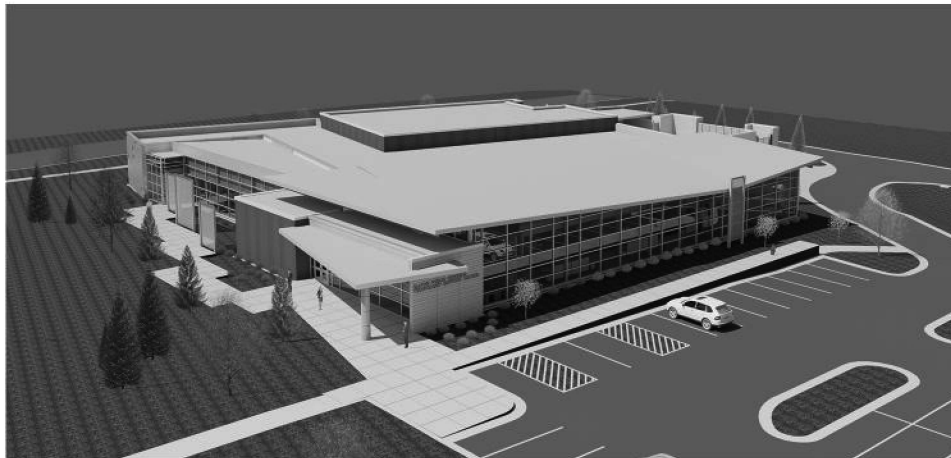


PROJECT MANUAL

Turner

CONSTRUCTION DOCUMENT SPECIFICATIONS
VOLUME 1 - DIVISION 0-12



OLATHE USD 233: NEW TECHNOLOGY SUPPORT CENTER & FOOD PRODUCTION CENTER ADDITIONS

143RD & BLACK
BOB RD.

• OLATHE •

KANSAS 66062

PROJECT MANUAL

Project No. 1206.01/ 1208.09

March 25, 2013

PROJECT

Olathe USD 233: New Technology Support Center & Food Production Center

Additions

W. 143rd & Black Bob Rd.

Olathe, Kansas

OWNER

Unified School District No. 233

14160 Black Bob Road

Olathe, Kansas 66063

913.780.7000

ARCHITECT

HTK Architects, P.A.

9300 W. 110th St., Suite 150

Overland Park, Kansas 66210-1443

913.663.5373

STRUCTURAL ENGINEERS

Bob D. Campbell & Company, Inc.

4338 Belleview

Kansas City, Missouri 64111

816.531.4144

MECHANICAL/ ELECTRICAL/ TECHNOLOGY ENGINEERS

Henderson Engineers, Inc.

8345 Lenexa Drive, Suite 300

Lenexa, Kansas 66214

913.742.5000

CIVIL ENGINEERS

Kaw Valley Engineering, Inc.

14700 W. 114th Terr.

Lenexa, Kansas 66215

913.894.5150

LANDSCAPE ARCHITECT

Rick Barrett Landscaping

7128 Nall Ave

Overland Park, KS 66208

913.362.1200

CONSTRUCTION MANAGER

Turner Construction Company

2345 Grand Blvd., Ste 1000

Kansas City, MO 64108

816.238.0555

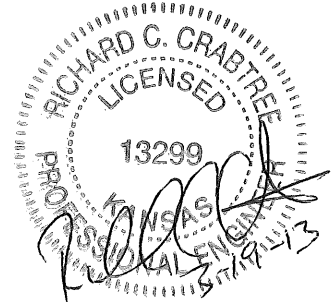
ARCHITECT'S PROFESSIONAL SEAL

The drawings, specifications, and other documents referenced in the enclosed Table of Contents for this project (identified in the header above) have been prepared by or under the direct supervision of the following licensed architect(s), with the exception of the following: portions of Divisions 3, 5, and 31-33 specifications, the entire Divisions 21-28 specifications, and the drawings identified as "Structural", "Mechanical", "Plumbing", and "Electrical". Those documents pertain directly to the work of the consultants involved with this project, who will separately identify and seal the work for which they are responsible.

The Bidding, Contractual and Division One documents have been prepared by the Construction Manager.



STRUCTURAL ENGINEER'S PROFESSIONAL SEAL



MECHANICAL ENGINEER'S PROFESSIONAL SEAL

I, *Elise Kirchoffer*, hereby specify that the Specification Sections intended to be authenticated by my seal are limited to:

220010 GENERAL PLUMBING REQUIREMENTS
220015 COORDINATION
220500 COMMON WORK RESULTS FOR PLUMBING
220513 COMMON MOTOR REQUIREMENTS FOR PLUMBING EQUIPMENT
220515 BASIC PIPING MATERIALS AND METHODS
220519 METERS AND GAUGES FOR PLUMBING PIPING
220523 GENERAL-DUTY VALVES FOR PLUMBING PIPING
220529 HANGERS AND SUPPORTS FOR PLUMBING PIPING
220553 IDENTIFICATION FOR PLUMBING PIPING & EQUIPMENT
220700 PLUMBING INSULATION
221100 WATER DISTRIBUTION PIPING & SPECIALTIES
221111 MECHANICALLY JOINED PLUMBING PIPING SYSTEMS
221123 DOMESTIC WATER PUMPS
221300 SANITARY DRAINAGE & VENT PIPING & SPECIALTIES
221400 STORM DRAINAGE PIPING & SPECIALTIES
223300 ELECTRIC DOMESTIC WATER HEATERS
223400 FUEL FIRED DOMESTIC WATER HEATERS
224000 PLUMBING FIXTURES
227000 NATURAL GAS SYSTEMS

230010 GENERAL MECHANICAL REQUIREMENTS
230015 ELECTRICAL COORDINATION FOR MECHANICAL EQUIPMENT
230500 COMMON WORK RESULTS FOR HVAC
230510 BASIC PIPING MATERIALS AND METHODS
230513 COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT
230514 VARIABLE FREQUENCY DRIVES
230516 EXPANSION FITTINGS & LOOPS FOR HVAC PIPING
230519 METERS AND GAUGES FOR HVAC PIPING
230523 GENERAL-DUTY VALVES FOR HVAC PIPING
230529 HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT
230550 VIBRATION ISOLATION FOR HVAC PIPING AND EQUIPMENT
230553 IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT
230593 TESTING, ADJUSTING, AND BALANCING FOR HVAC
230700 HVAC INSULATION
230923 DIRECT-DIGITAL CONTROL FOR HVAC
232113 HYDRONIC PIPING
232300 REFRIGERANT PIPING
233113 METAL DUCTS
233300 AIR DUCT ACCESSORIES
233416 CENTRIFUGAL HVAC FANS
233423 HVAC POWER VENTILATORS
233600 AIR TERMINAL UNITS
233713 DIFFUSERS, REGISTERS & GRILLES
233723 HVAC GRAVITY VENTILATORS
236500 COOLING TOWERS
236533 LIQUID COOLERS
237339 DIRECT-FIRED HEATING AND VENTILATING UNITS
237413 OUTDOOR PACKAGED HEATING AND COOLING UNITS

238000 VARIABLE REFRIGERANT SYSTEMS
238123 COMPUTER ROOM AIR-CONDITIONERS
238200 TERMINAL HEATING AND COOLING UNITS
238500 ELECTRIC HEATING UNITS

and I hereby disclaim any responsibility for all other drawings, specifications, estimates, reports, or other documents or instruments relating to or intended to be used for any part or parts of the Olathe USD 233: New Technology Support Center & Food Production Center Additions.



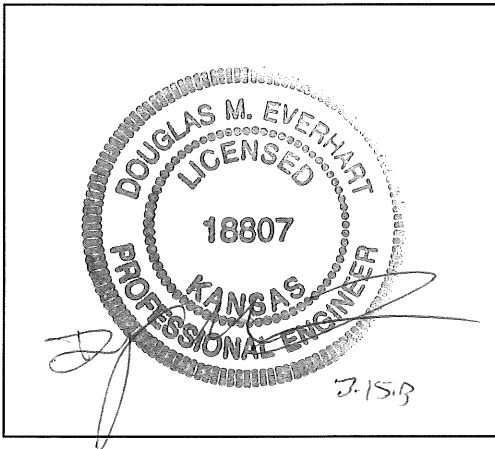
ELECTRICAL ENGINEER'S PROFESSIONAL SEAL

I, *Douglas M. Everhart*, hereby specify that the Specification Sections intended to be authenticated by my seal are limited to:

260010 GENERAL ELECTRICAL REQUIREMENTS
260500 COMMON WORK RESULTS FOR ELECTRICAL
260502 EQUIPMENT WIRING SYSTEMS
260504 PROVISIONS FOR ELECTRICAL UTILITY SERVICE
260519 LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES
260526 GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS
260529 HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS
260533 RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS
260543 UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS
260553 IDENTIFICATION FOR ELECTRICAL SYSTEMS
260573 OVERCURRENT PROTECTIVE DEVICE COORDINATION STUDY
260923 LIGHTING CONTROL DEVICES
260943 NETWORK LIGHTING CONTROLS
262200 LOW-VOLTAGE TRANSFORMERS
262413 SWITCHBOARDS
262416 PANELBOARDS
262500 INDOOR BUSWAY DISTRIBUTION SYSTEM
262600 POWER DISTRIBUTION UNITS
262726 WIRING DEVICES
262813 FUSES
262816 ENCLOSED SWITCHES AND CIRCUIT BREAKERS
263213 PACKAGED ENGINE-DRIVEN GENERATORS
263353 STATIC UNINTERRUPTIBLE POWER SUPPLIES

263623 AUTOMATIC TRANSFER SWITCHES
265100 INTERIOR LIGHTING
265600 EXTERIOR LIGHTING

and I hereby disclaim any responsibility for all other drawings, specifications, estimates, reports, or other documents or instruments relating to or intended to be used for any part or parts of the Olathe USD 233: New Technology Support Center & Food Production Center Additions.

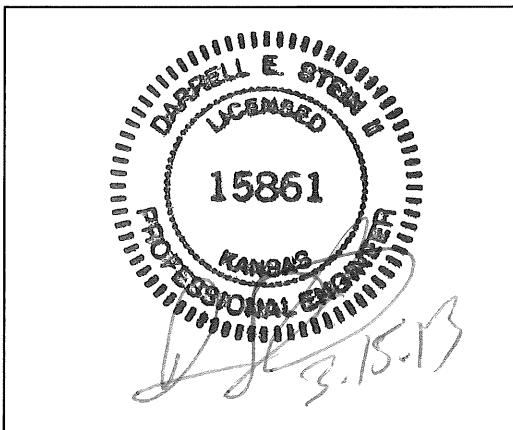


FIRE PROTECTION ENGINEER'S PROFESSIONAL SEAL

I, *Darrell E. Stein II*, hereby specify that the Specification Sections intended to be authenticated by my seal are limited to:

211000 WATER-BASED FIRE-SUPPRESSION SYSTEMS
212200 CLEAN-AGENT FIRE EXTINGUISHING SYSTEMS
283111 DIGITAL, ADDRESSABLE FIRE-ALARM SYSTEM

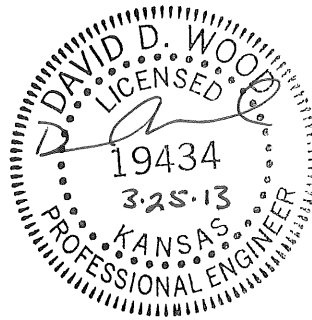
and I hereby disclaim any responsibility for all other drawings, specifications, estimates, reports, or other documents or instruments relating to or intended to be used for any part or parts of the Olathe USD 233: New Technology Support Center & Food Production Center Additions.



CIVIL ENGINEERS' PROFESSIONAL SEALS

I, David D. Wood, hereby certify, that the following specification sections were prepared by me or under my direct supervision.

221113 Facility Water Distribution Piping
221313 Facility Sanitary Sewers
311000 Site Clearing
312000 Earth Moving
321216 Asphalt Paving
321313 Concrete Paving
321373 Concrete Paving Joint Sealants
321723 Pavement Marking
334100 Storm Utility Drainage Piping



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PARTIAL LIEN WAIVER

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BAILMENT RECEIPT

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BILL OF SALE

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FINAL LIEN WAIVER

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SWPPP

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(SEE DRAWING INDEX ON SHEET G101 OF DRAWING SET)

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DOCUMENT 000100 - INVITATION TO BID

Issued: March 25, 2013

You are hereby invited to Bid on the Building Package for New Technology Support Center & Food Support Center Additions, the Bid being signed and sealed in an envelope. Accompanying the Bid in the envelope shall be a signed Scope of Work and/or Bid Package Number as it applies in addition to the Bid Security. The envelope shall be clearly marked, "BID - NEW TECHNOLOGY SUPPORT CENTER & FOOD SUPPORT CENTER ADDITIONS AND BID PACKAGE NUMBER", prior to the time of public Openings of Bids.

Project: New Technology Support Center & Food Support Center Additions
143rd Street & Black Bob Road
Olathe, Kansas

Owner: Board of Education
Unified School District No. 233
1500 West 56 Highway
Olathe, (Johnson County) Kansas 66061

Time and Place of Bid Opening: 2:00 p.m. (Local Time), on
Tuesday, April 16, 2013, at
Operations Service Center
Conference Room
1500 West 56 Highway
Olathe, Kansas 66061

Pre-Bid Conference: Pre-Bid Conferences will be held at the Food Production Center, located at
14140 Black Bob Road, Olathe, Kansas on, Thursday, April 4, 2013 starting at 2:00 p.m.

The purpose of this Conference will be to review general project requirements, scheduling, walk the site and answer Bidder's questions. Attendance is strongly encouraged.

Time of Completion: Time is of the essence for this Project and Substantial Completion must be achieved no later than December 2013, unless set forth otherwise in the agreement between the Owner and Contractor. The New Technology Support Center & Food Support Center Additions must be completed in accordance with the following Construction Milestone Schedule as established by the Construction Manager. Refer to Section 0133216 - Construction Schedule.

Contractors Qualifications: The Construction Manager and Architect will review the Bidders list for each Bid Package with the Owner. The Owner has the right to take such steps as he deems necessary, to determine the ability of the Contractor to perform the work. The Contractor shall furnish to the Owner such additional information and data for this purpose as he may request. The right is reserved to reject any Bid or Bidder, after an investigation or consideration of the information submitted by such Contractor.

Procurement of Bidding Documents: Plans and Specifications will be available from Drexel Technologies (913) 371-4430, Lane
Blueprint (913)-529-2500 or KC Blue Print (816) 527-0900

A deposit is not required. Contractors may download a set of plans and specifications or at Contractor's option, may purchase a complete set of plans and specifications on a single disk or may purchase paper copies (complete sets only). Cost for purchasing sets on disk or as paper prints is non-refundable. Payment shall be made to print company providing the service.

Plans also will be available at the following locations for review only at no cost to the Contractor:

- | | |
|--|--|
| 1. HTK Architects, PA
9300 W. 110 th Street, Suite 150
Overland Park, Kansas 66210
Telephone: (913) 663-5373 | 2. Turner Construction Company
2345 Grand Boulevard, Suite 1000
Kansas City, Missouri 64108
Telephone: (816) 283-0555 |
| 3. Dodge/Scan
6366 College Boulevard
Overland Park, Kansas 66211
(913) 327-5901 | 4. Builders Association
632 West 39th Street
Kansas City, Missouri 64111-2991
(816) 531-4741 |
| 5. Kansas Construction News Report
230 Laura, #101
Wichita, Kansas 67211
(316) 263-0265 | |

Bid Security: Contractors providing labor and materials with Bids of \$40,000.00 or greater are to submit Bids accompanied by a Bid Bond, (or Cashier's or Certified Check) in the amount of five percent (5%) of the total Bid submitted, and made payable to the Owner: "Unified School District No. 233". Suppliers are not required to furnish a Bid Security.

All Bids will be publicly opened and read aloud. Bids received after said time will be returned to the Bidder unopened. Bids shall not contain any recapitulation of the work to be done. No oral, telegraphic or telephonic proposals or modifications will be considered.

No Bidder may withdraw his Bid for a period of sixty (60) days after the time of actual Opening of Bids. All securities, as applicable, will be retained in escrow by the Construction Manager until an Agreement is signed and a satisfactory Performance Bond and Payment Bond as applicable are received by the Owner.

Bids shall be made upon the Proposal Form or Combination Proposal Form provided in the Project Manual. The signature shall be in longhand and the completed form shall be without interlineation, alteration or erasure. All spaces in the forms are to be filled in, including acknowledgment of any Addenda received by the Bidder, Base Bid and Unit Prices.

Should a Bidder find any discrepancies in, or omissions from, any of the documents or be in doubt as to their meaning, he shall advise the Architect, who will issue the necessary clarifications to all prospective Bidders by means of Addenda.

Bid Package - Scopes of Work are included in this Project Manual in Document 002400. Additional Copies of the Bid Package - Scopes of Work are available from the Construction Manager.

Successful Contractors providing labor and materials whose contracts are for \$40,000.00 or greater shall furnish to the Owner a Bond in the Amount of 100 percent of the Contract Sum on the standard form of the American Institute of Architects, Performance and Payment Bond, AIA Document A312, as modified by the Owner, with such Sureties as may be approved. Suppliers are not required to furnish Performance and Payment Bonds. The successful Bidder shall also file a Kansas Public Works (Statutory Payment) Bond in the amount of 100 percent of the Contract Sum with the Clerk of the District Court in the County where the Project is located. Furnish two (2) copies of all bonds.

The Contract Form will be the Standard Form of Agreement Between Owner and Contractor (Stipulated Sum), AIA Document A132, as modified by the Owner. Copies of the Contract are available for review at the office of the Construction Manager. Refer to Document 005200.

Bidders are advised that the School District is tax exempt pursuant to State of Kansas Statutes. The School District will furnish a Tax Exemption Number from the State of Kansas for the construction of this Project. A copy of the Tax Exemption letter will be furnished to each successful Contractor, who shall furnish the Tax Exemption letter to his subcontractors and material suppliers, as authorization to purchase materials for this Project on a sales Tax-Exempt basis".

Bidders are advised that bids shall be based upon Davis Bacon wage determination rates. Bidder acknowledges that monthly payment certificates will be required. Wage determination rates are attached at the end Section 002200.

Schedule and Late Charges: A Construction Schedule from the Construction Manager is attached (Refer to Section 008400) and is a part of the Bidding Documents. Each Bid Package contains specific scheduled dates which must be met. Failure to meet these dates (except for conditions beyond your control) will result in Late Charges in the amount of \$1,000.00 per day to help offset damages incurred by the Owner, Architect, Construction Manager, and other subcontractors including such expenses as overtime, Weekend Work, Shift Work or Extra Manpower, etc., required to bring the job back on schedule. This construction schedule is intended to be a guideline and will be revised periodically throughout the project as necessary. The schedule updates will automatically become part of the Contractor's contract agreement.

The following Jobsite Services will be provided by the Owner or Construction Manager and are not to be included in bid package(s):

- Project Management (each Contractor shall have a Project Manager)
- Site Surveying (limited)
- Temporary Toilets
- Temporary Barricades
- Final Job Site Cleanup (Each Contractor is responsible for final cleaning of his work and area at its conclusion).

Each Contractor shall carefully coordinate his work with the work of other trades to ensure efficient progress of the overall project. Time is of the essence in the execution of the work, therefore, sufficient men, material and equipment must be provided by each Contractor to meet the job schedule.

Contractor acknowledges that he shall meet the requirements of all sections of the Specifications, Invitation to Bid, Scope of Work, General and Supplementary Conditions and all listed documents.

Safety requirements including barricades, guardrails, etc., required by governing bodies for the protection of Contractor's personnel and the general public shall be provided by each Contractor.

Each Contractor shall promptly notify the Construction Manager of any obstacles that would hinder the installation of their work.

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the work. The Contract Documents are complementary, and what is required by one shall be binding as if required by all. Work not covered in the Contract Documents will not be required unless consistent therewith and is reasonably inferred therefrom as being necessary to produce the intended results.

The selected Bidder shall, within three (3) days after Award of Contract, submit the following post-Bid information:

1. A statement of costs of the major portions of the work included in the Bid and any specific item of cost requested.
2. A designation of the Work to be performed by the Bidder with his own forces.
3. A list of names of any Subcontractors or other persons or organizations proposed for such portions of the Work as may be designated by the Architect and Construction Manager. The Bidder will be required to establish to the satisfaction of the Owner, Architect and Construction Manager the reliability and responsibility of the proposed Subcontractors to furnish and perform their Work. Prior to the Contract, if the Owner, Architect or Construction Manager has a reasonable and substantial objection to any person or organization on such list, and refuses in writing to accept such person or organization, the Bidder may, at his option, withdraw his Bid without forfeiture of Bid Security. If the Bidder submits an acceptable substitute with any increase in his Bid price to cover the difference in cost occasioned by such substitution, the Owner may, at his discretion, accept the increased Bid price or he may disqualify the Bidder. Subcontractors and other persons and organizations proposed by the Bidder and accepted by the Owner, Architect and Construction Manager must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the Owner with concurrence of Architect and Construction Manager.

The Owner reserves the right to reject any and all Bids and waive any technicalities therein.

END OF DOCUMENT 000100

SECTION 001000 – SPECIAL PROVISIONS

PART 1 - GENERAL

1.1 GENERAL

- A. This Section is included for the purpose of briefly summarizing the Work included in this Project and is not intended to supersede in any manner the work indicated on the Drawings, described in other Sections of the Specifications or described in the Scopes of Work.
- B. This Section includes administrative and procedural requirements governing the Work in general.

1.2 PROJECT WORK IDENTIFICATION

- A. Project name is "New Technology Support Center & Food Support Center Additions", located in Olathe, Kansas, as shown in the Contract Documents prepared by HTK Architects PA. Drawings and Specifications are dated March 25, 2013.
- B. The Work includes providing all labor, materials, equipment, supervision, accessories, appliances, hauling, storage, tools and incidentals necessary for the construction and completion of the work according to the Contract Documents.
- C. Contract Documents indicated the work of the Contractor and the related requirements and conditions that have an impact on the project. Requirements and conditions that are indicated in the Contract Documents include, but are not necessarily limited to, the following:
 - 1. Existing site conditions and restrictions on use of the site.
 - 2. Coordination with existing work being performed under separate contracts.
 - 3. Requirements for partial Owner occupancy prior to Substantial Completion of the Contract Work.
- D. Summary by References: Work of the Contract can be summarized by references to the Contract, General Conditions, Supplementary Conditions, Specification Sections, Drawings, Addenda, and Modifications to the contract documents issued subsequent to the initial printing of the contract documents and including, but not necessarily limited to, printed materials referenced by any of these. It is recognized that the work of the Contract is also unavoidably affected or influenced by governing regulations and building costs.

1.3 SUMMARY OF WORK

- A. General: The Work consists of limited earthwork, civil, architectural, structural, mechanical, electrical, plumbing and special building systems work as set forth in the Contract Documents.

1.4 COORDINATION OF WORK

- A. Each Contractor shall carefully coordinate the work of his forces, Subcontractors and Material Suppliers, keep the Construction Manager and Architect informed of all actions, respond and adhere to the requirements of applicable governing authorities, work diligently to meet the scheduling needs of the Owner, and deliver the Work in strict accord with the Contract Time.
 - 1. Time is of the essence in the execution of the work; therefore, sufficient men, material and equipment must be provided by this Contractor to meet the job schedule.
- B. Each Contractor will be required to visit the site prior to commencing their portion of the work and inform themselves of all conditions presently existing, work by others already in place, and coordination required with other Contractors in order to carry out their portion of the work. Coordinate sequencing of construction operations that are interdependent for proper installation, connection and operation.
- C. Each Contractor shall be responsible for coordinating his work with the work being performed under other Contracts. All reasonable precautions shall be taken to prevent covering up or blocking access to spaces or areas requiring access for work performed under separate Contracts.
- D. Contractors shall promptly notify the Construction Manager of any obstacles that would hinder the installation of the work to be furnished hereunder.

1.5 WORK UNDER OTHER PRIME CONTRACTS

- A. The Owner will award a separate Contract(s) for certain construction operations at the site, refer to individual Bid Package - Scopes of Work included in Document 002400. The following work will be performed by other Contractors under separate Prime Contracts:
1. Steel Package.

1.6 USE OF THE SITE

- A. Each Contractor is responsible for the control of air pollution caused by dust and dirt related to their work; Contractor is to comply with codes, ordinances and governing regulations regarding air pollution. Each Contractor is also responsible for all necessary steps required to maintain public roads clean of mud and dirt from vehicles and equipment used for this Contractor's work.
- B. Contractors shall not interfere with normal traffic on roads, streets, walks, and other adjacent occupied or used facilities. Contractor shall provide traffic control devices and methods, alternate routes as required by codes, ordinances, and governing regulations. Each Contractor is responsible for all permits and/or fees associated with traffic control or moving equipment.
- C. Contractors shall locate existing utilities within the Contract Limit Lines and take necessary precautions to protect utilities during the course of construction.
- D. Each Contractor shall be responsible for the behavior of all construction related personnel. Abusive or foul language and inappropriate behavior will not be tolerated. All construction personnel will be required to remain fully clothed at all times. Any instances of violation of these behavior standards will result in the removal from the project of the personnel involved.
- E. Construction of Work:
1. Each Contractor shall investigate and verify plan locations and elevations of underground utilities and shall be responsible for any damage to utilities, property, or bodily injury that is a result of this operative contact with utilities.
 2. Each Contractor will be responsible for protecting their portion of the project and for correcting any damage they do to work of other Contractors already in place.
- F. Site Staging Areas:
1. Refer to the "Site Logistics Plan", located at the end of this Section, for designated areas to be utilized for entrances, staging, parking and dumpster locations.
 2. Locations shown will be enforced.

1.7 CONSTRUCTION START

- A. Contractor Approval: The Contract between the Owner and the Contractors must be approved and executed by all parties involved before each Contractor can move on site or start construction. A Contractor's mobilization or commencement of his portion of the Work, without having a signed Contract, will be construed as his acceptance of the Conditions and Terms of his Contract with the Owner.
- B. Insurance Certificate: Each Contractor will be required to provide evidence of insurance before moving on site or starting work. Two (2) Certificates of Insurance are to be submitted to the Construction Manager, within seven (7) calendar days of Notice of Award.
- C. Performance and Payment Bond: Each Contractor whose contract amount is \$40,000.00 or greater shall be required to submit two (2) copies of Performance and Payment Bonds to the Construction Manager, within seven (7) calendar days of Notice of Award and, prior to moving on site or beginning work. These Bonds must be issued by a Surety Company that is listed in the latest edition of the Federal Register as holding a certificate of authority and an underwriting limit large enough for the project. The Surety must also be licensed to do business in the State of Kansas. The Bonds must be in an amount equal to 100 percent of the Contract amount.

D. Scheduled Start Date: Following the Bid evaluation, each successful Bidder will be issued a Notice of Award or Contract. Within seven (7) calendar days of the Notice of Award or Contract, the successful Bidder is required to furnish a Certificate of Insurance and Performance and Payment Bonds. Prior to beginning work or moving onto the project site, successful Bidders shall furnish all required information to the Construction Manager.

1.8 PRE-INSTALLATION CONFERENCES

A. The Construction Manager, as he deems necessary and when specified, shall conduct pre-installation conferences at the site before each construction activity that requires coordination with other Contractors. 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 of scheduled meeting dates.

1. Review the progress of other construction activities and preparations for the particular activity under consideration at each pre-installation conference including requirements for:

- a. Contract Documents.
- b. Options.
- c. Related Change Orders.
- d. Deliveries.
- e. Possible conflicts.
- f. Compatibility problems.
- g. Time schedule.
- h. Weather limitations.
- i. Manufacturer's recommendations.
- j. Compatibility of materials.
- k. Acceptability of substrates.
- l. Temporary facilities.
- m. Space and access limitations.
- n. Inspection and testing requirements.
- o. Protection.

2. The Construction Manager shall record significant discussions and agreements and disagreements of each conference, along with the approved schedule. Distribute the record of the meeting to everyone concerned, promptly, including the Owner and Architect.

B. Pre-Installation Conference Schedule: Unless specifically noted otherwise in this individual Specification Sections, conduct the following "Pre-Installation Conferences".

1. Site Clearing and Earthwork.
2. Concrete Footings, Foundations and Interior Slabs.
3. Sewerage and Drainage.
4. Landscaping Work.
5. Masonry.
6. Air Barrier Coatings.
7. Roofing.
8. Lockers.
9. Operable Walls.
10. Food Service Equipment.
11. Modular Casework.
12. Bleachers.
13. Mechanical.
14. Plumbing.
15. Electrical.

1.9 PROGRESS COORDINATION MEETINGS

A. The Construction Manager shall conduct Progress Meetings at the Project Site at regularly scheduled intervals. Notify the Owner and Architect of scheduled meeting dates. Schedule one of the dates of meetings with preparation of the payment request.

1. Refer to Section 013100 for additional requirements.

1.10 PERMITS

- A. The Grading Permit will be obtained by the Site Contractor. All other permits including mechanical, electrical and utility will be the responsibility of the Contractor(s).
- B. The general Building Permit will be obtained by the Construction Manager. All other permits including mechanical, electrical and utility will be the responsibility of the Contractor(s).
- C. The Owner will apply for and obtain a Developmental/Water Service Fee for the Project from the City of Olathe, Kansas.
- D. Each Contractor will be responsible to call for all necessary inspections as may be required by the governing agency including the Health Department.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 001000

DOCUMENT 002100 - INSTRUCTION TO BIDDERS

1.1 APPLICABLE DOCUMENTS

- A. The American Institute of Architects Document A701, "Instructions To Bidders" current edition, is part of the Contract Documents and is included by reference, as amended by Document 002200 - Supplementary Instructions To Bidders.

END OF DOCUMENT 002100

DRAFT AIA[®] Document A701[™] - 1997

Instructions to Bidders

for the following PROJECT:

(Name and location or address):

THE OWNER:

(Name and address):

THE ARCHITECT:

(Name and address):

TABLE OF ARTICLES

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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.

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 DEFINITIONS

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

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

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

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

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

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

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

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

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

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 The Bidder by making a Bid represents that:

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

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

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

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

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 COPIES

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

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

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

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

§ 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

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

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

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

§ 3.3 SUBSTITUTIONS

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

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

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

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

§ 3.4 ADDENDA

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

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

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

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

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 PREPARATION OF BIDS

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

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

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

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

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

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

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

§ 4.2 BID SECURITY

§ 4.2.1 Each Bid shall be accompanied by a bid security in the form and amount required if so stipulated in the Instructions to Bidders. The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. The amount of the bid security shall not be forfeited to the Owner in the event the Owner fails to comply with Section 6:2.

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

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

§ 4.3 SUBMISSION OF BIDS

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

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

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

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

§ 4.4 MODIFICATION OR WITHDRAWAL OF BID

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

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

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

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

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 OPENING OF BIDS

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

§ 5.2 REJECTION OF BIDS

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

§ 5.3 ACCEPTANCE OF BID (AWARD)

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

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

ARTICLE 6 POST-BID INFORMATION

§ 6.1 CONTRACTOR'S QUALIFICATION STATEMENT

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

§ 6.2 OWNER'S FINANCIAL CAPABILITY

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

§ 6.3 SUBMITTALS

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

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

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

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

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

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 BOND REQUIREMENTS

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

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

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

§ 7.2 TIME OF DELIVERY AND FORM OF BONDS

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

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

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

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

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

DOCUMENT 002200 – SUPPLEMENTARY INSTRUCTION TO BIDDERS

The following Supplements apply to the above AIA Document A701, "Instructions to Bidders". The Article numbers used herein refer to the same Article numbers in that Document. Modification of these Articles, whether wholly or partially changed herein, takes precedence over any statement contained in AIA Document A701.

ARTICLE 1 – DEFINITIONS

ADD the following new Paragraph 1.10:

- "1.10 The use of the word Contractor in this Document refers to the individual Contractor, Trade Contractor or Material Supplier who furnishes a Bid Proposal for labor and/or materials for the Project."

ARTICLE 2 - BIDDER'S REPRESENTATIONS

ADD the following new Subparagraphs:

- "2.1.5 The Bidder will not later request and will not later expect to receive additional payment for work related to conditions which can be determined by examination of the site and the Bidding Documents".
- "2.1.6 Prevailing Wage: The Bid is based upon Davis Bacon wage determination rates. Bidder acknowledges that monthly payment certificates will be required. Wage determination rates are attached at the end of this Section.

ARTICLE 3 - BIDDING DOCUMENTS

ADD the following to the end of Subparagraph 3.3.1:

"Substitutions will be allowed only by procedures specified refer to Section 013300. Materials, products, equipment and systems proposed by substitution are subject to approval of the Architect, his judgment and decision will be final. Submission of Bidder's Bid shall be taken as prima facie evidence of Bidder's compliance with these instructions."

DELETE Subparagraph 3.3.2 and SUBSTITUTE the following:

- "3.3.2 Bidders proposing substitutions for materials, products, equipment or systems other than those specified in the proposed Contract Documents under the 'or equal' provisions, shall submit request for substitution in writing to the Construction Manager for initial review, recommendation and subsequent transmittal to the Architect. Submittals for proposed substitutions must be received prior to the date established for the Receipt of Bids, and no later than 5:00 p.m. on April 8, 2013. Each request shall include the name of the material, product, equipment or system for which it is to be substituted and all basic data and characteristics of the proposed item, so that a direct comparison can be readily made. It is the sole responsibility of the Proposer to submit complete descriptive and technical information necessary for the evaluation. The burden of proof of the merit of proposed substitution is upon the Proposer."

ADD Clause 3.3.2.1 as follows:

- "3.3.2.1 Requests for substitution shall include the completed 'Substitution Request Form' located at the end of Section 013300. The substitution request form shall be incorporated as the first page of each submittal. Failure to submit this form will lead to disapproval of the proposed substitution."

ADD the following Subparagraph 3.3.5:

- "3.3.5 Whenever substitutions alter the design or space requirements indicated on the plans, the Contractor shall include all items of cost of the revised design and construction; including costs all allied trades involved."

ARTICLE 4 - BIDDING PROCEDURES

DELETE Subparagraph 4.1.1 and SUBSTITUTE the following:

- "4.1.1 Bids shall be submitted on forms identical to the form included with the Bidding Documents without modification, alteration, or reservation".

DELETE the first sentence of Subparagraph 4.2.1 and SUBSTITUTE the following:

- "4.2.1 Each Contractor and Supplier with a Bid of \$40,000.00 or greater shall submit Bids be accompanied by a Bid Bond written on AIA Document A310, certified check, or cashier's check acceptable to and payable without condition to the Unified School District No. 233, 1500 West 56 Highway, Olathe, Kansas 66062, in an amount at least equal to five (5) percent of Bidder's Proposal, including all additive alternates. Suppliers are not required to furnish a Bid Security."

DELETE Subparagraph 4.2.2 & 4.2.3 and SUBSTITUTE the following:

- "4.2.2 If the Bidder elects to provide a Bid Bond on AIA Document A310, it must also include a certified and current copy of the Power of Attorney by the Attorney in Fact who executes the Bond on behalf of the Surety".
- "4.2.3 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."
- "4.2.4 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 have been furnished;
 - b. The specified time has elapsed so that Bids may be withdrawn: or
 - c. All Bids have been rejected."

DELETE Subparagraph 4.3.1 and SUBSTITUTE the following:

- "4.3.1 Bidders are to submit one signed original proposal accompanied by a signed Bid Package - Scope of Work to the Owner at the address stipulated in the Invitation To Bid in an opaque, sealed envelope, bearing the title of the Work (Bid package number(s) and title), the name of the Bidder, and shall be addressed as follows:"

Unified School District No. 233
c/o Turner Construction Company
Operations Service Center
1500 W. 56 Highway
Olathe, Kansas 66061

Bids sent by mail shall be enclosed in a separate mailing envelope with a notation "Bid - New Technology Support Center & Food Support Center Additions" and Bid Package Number(s)" on the face thereof.

DELETE the first sentence of Subparagraph 4.3.2 and SUBSTITUTE the following:

- 4.3.2 Bidders shall be responsible for actual delivery of Bid and it is not sufficient to show that it was mailed in time to be received before the scheduled closing time for receipt of Bids."

ADD the following Subparagraphs 4.3.5, 4.3.5.1 and 4.3.6:

- "4.3.5 The proposal form, as shown in these Contract Documents, must be followed by each Bidder. Bid shall state the total lump sum price to do all Work described in the Bidding Documents under a single Contract. Dollar amounts shall be stated in both words and numbers, and in the case of a discrepancy between the two, the amount written in words shall govern.
- 4.3.6 The Owner reserves the right to waive irregularities in the Bids and reject any and all Bids."

DELETE the first sentence of Subparagraphs 4.4.1 and 4.4.2 and SUBSTITUTE the following:

- 4.4.1 Any Bidder may withdraw his Bid at any time prior to the scheduled closing time for the receipt of Bids, but no Bid shall be withdrawn, modified or canceled for a period of sixty (60) days following the time and date finally designated for the receipt of Bids.
- 4.4.2 Only telegrams, letters, and other written requests for modifications or corrections of previously submitted proposals, which are addressed in the same manner as the original submitted proposals and received by the Owner prior to the scheduled closing time for receipt of Bids, will be accepted and proposals will be corrected in accordance with such written requests provided that:

ADD Clause 4.4.2.1 as follows:

- “4.4.2.1 Any such written request is contained in a sealed envelope which is plainly marked and must plainly state “Modification of Bid on (Project Title, Bid Package Number(s) and Bid Date)” and be sent to the following address:”

Unified School District No. 233
c/o Turner Construction Company
Operations Service Center
1500 W. 56 Highway
Olathe, Kansas 66061

ARTICLE 5 - CONSIDERATION OF BIDS

DELETE Subparagraph 5.1.1 and SUBSTITUTE the following:

- 5.1.1 Properly identified Bids received on time will be opened publicly and read aloud.

DELETE Subparagraph 5.2.1 and SUBSTITUTE the following:

- “5.2.1 The Owner reserves the right to reject any and/or all Bids and further to waive all informalities in Bidding when deemed in the best interests of the Owner.”
- 5.3.1 DELETE the first sentence from this Subparagraph.

ADD Subparagraphs 5.3.3, 5.3.4, 5.3.5 and 5.3.6 as follows:

- 5.3.3 In awarding the Contract, the Owner may take into consideration the Contractor’s skill, facilities, capacity, experience, responsibility, previous work record, financial standing, and, in the necessity of prompt efficient completion of the Work herein described. Inability of any Contractor to meet the requirements mentioned above may be cause for rejection of this proposal. The Owner reserves the right to let other Contracts in connection with the Work at the Project Site.
- 5.3.4 The Construction Manager, together with the Architect, may interview the apparent low Bidders before Contracts are awarded. The interview will enable the Construction Manager and/or Architect to ask the Contractor questions about materials, labor, duration, scope of the work, or any other information necessary to evaluate those considerations enumerated in Paragraph 5.3.3 above.
- 5.3.5 The Owner shall have the right to accept alternates in any order or combination unless otherwise specifically provided for in the Bidding Documents, and to determine the low Bidder on the basis of sum of the Base Bid and the Alternates accepted.
- 5.3.6 Bidder to whom award of Contract is made shall execute an agreement with the Owner within seven (7) days after written receipt of Contract. Contractor’s mobilization or commencement of his Work, without having a signed Contract, will be construed as his acceptance of the Conditions and Terms of his Contract with the Owner.

ARTICLE 6 - POST-BID INFORMATION

MODIFY Subparagraph 6.3.1 as follows:

- 6.3.1 DELETE, in the first line, the phrase "as soon as possible" and in lieu thereof, INSERT "within seven (7) days".

ARTICLE 7 - PERFORMANCE BOND AND PAYMENT BOND

DELETE Article Seven in its entirety, in lieu thereof, INSERT the following:

7.1 BOND REQUIREMENTS

- 7.1.1 Performance and Payment Bonds will be required from successful Bidders furnishing labor and materials whose Contract amounts are \$40,000.00 or greater. Bonds may be secured through the Bidder's usual sources. Suppliers are not required to furnish Performance and Payment Bonds.
- 7.1.2 Cost of furnishing such Bonds shall be included in the Bid.
- 7.1.3 Bonds (Bid, Payment, Performance & Public Works) must be written by a Surety Company that is listed in the latest edition of the Federal Register as holding a certificate of authority and an underwriting limit large enough for the Project. The Surety must also be licensed to do business in the State of Kansas. Two copies of all bonds shall be delivered no later than the date of execution of the Contract. If 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. Failure of the Contractor to provide and deliver the required Bonds to the Owner upon the date of execution of the Contract shall be grounds for setting aside its order awarding the Contract and if the award is set aside, the Bid security may be forfeited and retained by the Owner as liquidated damages.
- 7.1.4 Unless otherwise provided, the Bonds shall be written on AIA Document A312, Performance Bond and Payment Bond, as amended and modified. Both Bonds shall be written in the full amount of the Contract Sum.

7.1.5 The Bonds shall be dated on or after the date of the Contract.

ARTICLE 8 - FORM OF AGREEMENT

DELETE Article 8 in its entirety, in lieu thereof, INSERT the following:

- "8.1 The Agreement for the Work will be written on AIA Document A132 - 2009 edition, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Advisor Edition as modified by the Owner; where the Basis of Payment is a Stipulated Sum, as amended and modified. Within seven (7) calendar days of receipt of Contract, Bidder must return to the Construction Manager the Contract properly executed. Failure to execute and return the Agreement within the time stated will result in forfeiture of the Bidder's Bid Security as liquidated damages."

ADD New Article 9 as follows:

ARTICLE 9- MISCELLANEOUS PROVISIONS

9.1 MISCELLANEOUS PROVISIONS

- 9.1.1 The Bidder may be requested to submit AIA Document A305 Construction Qualification Statement.
- 9.1.2 The Owner desires to avoid payment of sales tax on supplies, material and equipment incorporated in this project. Accordingly, all Bids shall be made without sales and use tax. The School District will provide each Contractor with the sales tax exemption number for this Project.

9.1.3 Upon completion of the Project, each Contractor will be required to complete the following forms as listed below:

- Asbestos-free Letter
- Consent of Surety
- Contractors Affidavit
- Certificate of Substantial Completion (forms to be furnished to Contractor at Substantial Completion)
- Written warranty/guaranty
- Operation and Maintenance Manuals
- Final Lien Waiver

All closeout documents must be submitted to the Construction Manager within thirty (30) days of established Substantial Completion date.

9.1.4 The Bidder is hereby notified that the Immigration Reform and Control Act makes it illegal for an employer to hire, recruit, or refer for a fee someone not authorized to work in the United States. The Bidder is further notified that the Olathe School District (Olathe USD 233) has a policy against using someone else's unauthorized workers.

9.1.5 Olathe USD 233 wishes to inform the Bidder that our District likewise has a policy against hiring any person who is not authorized to work in the United States. Olathe USD 233 will not and does not knowingly employ unauthorized workers.

END OF DOCUMENT 002200

