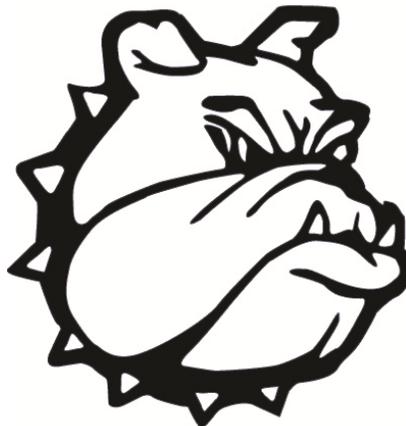
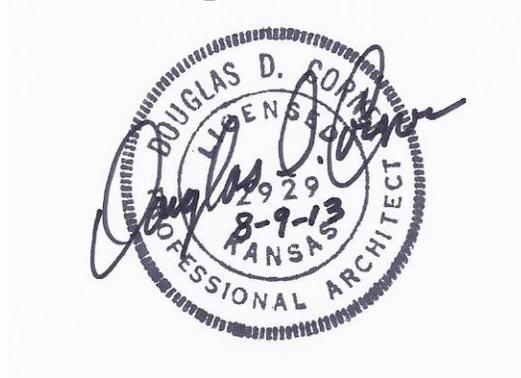


# Project Manual & Specifications

A Project for:

## A BUILDING ADDITION TO SPRING GROVE ELEMENTARY SCHOOL AND A NEW GYMNASIUM AND SCIENCE ADDITION FOR: GALENA HIGH SCHOOL, PACKAGE 01 PREGRADING GALENA UNIFIED SCHOOLS GALENA, KANSAS

August 9, 2013



Galena Unified Schools 499

KS CA #A724

**Corner Greer & Associates, Inc. Architects**

716 S. Main Street Joplin, Missouri 64801 o 417.206.3134 f 417.206.3137

**A BUILDING ADDITION TO SPRING GROVE ELEMENTARY SCHOOL AND A NEW GYMNASIUM AND SCIENCE ADDITION FOR: GALENA HIGH SCHOOL, PACKAGE 01 PREGRADING, GALENA UNIFIED SCHOOLS, GALENA, KANSAS  
GALENA, KANSAS  
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## **INSTRUCTION TO BIDDERS**

1. The Owner has selected Crossland Construction Company, Columbus, Kansas, as the Construction Manager for this project and he shall be responsible for bidding all phases of work, materials and labor. Therefore, the Construction Manager may also be referred to as the Contractor.

1.1 All bidders shall complete the bid form included in this specification. Construction Manager shall be responsible for receiving all bids and the method of receiving. Construction Manager shall be contacted if questions arise regarding responsibility for materials or labor.

1.2 The Construction Manager shall complete all additional bidding requirements during the bidding process.

### **2. ADDENDA AND INTERPRETATIONS.**

2.1 No interpretation of the meaning of the Drawings, Specifications or other documents will be made orally prior to execution of the Contract. No interpretation of the meaning of anything pertaining to a Change Order will be made orally prior to execution of the Change Order.

2.2 Every request for interpretation shall be addressed to the Architect. Interpretations and supplemental instructions will be in the form of written addenda to the Drawings and Specifications and will be delivered or mailed to the Contractor. Addenda so issued shall become part of the contract documents.

### **3. RECEIPT AND OPENING OF BIDS.**

3.1 Bids will be received at a time and date to be announced at a location selected by the Owner.

3.2 The Owner may consider informal any bid not prepared and submitted in accordance with provisions hereof and may waive any informalities and reject any and all bids. Bids may be withdrawn prior to the scheduled time for opening of bids or authorized postponement thereof. Any bid received after time and date specified will not be considered and will be returned unopened. No Bidder may withdraw a bid within **30 days** after actual date of the opening thereof.

3.3 Bidders are required to comply with all requirements set forth by State of Kansas Bidding requirements. Bid affidavits shall be completed and submitted with the Contractor's bid proposal.

### **4. LAWS AND REGULATIONS.**

4.1 The Contractor's attention is directed to the fact that all applicable State laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout and they will be deemed to be included in the contract the same as though herein written out in full.

4.2 The Contractor shall keep himself fully informed of all existing and current ordinances and regulations of the State, County and National laws, if any, limiting or controlling the required construction. He shall at all times observe and comply with all ordinances, laws and regulations and shall protect and indemnify the Owner against any claims of liability arising from or based on any violations of the same.

**5. METHOD OF BIDDING.** Only one (1) date and time shall be set aside for bidding.

### **6. OBLIGATION OF BIDDER.**

6.1 At the time of opening of bids each Bidder will be presumed to have inspected the site and means of access and transportation required and to have read and to be thoroughly familiar with the Drawings, Specifications, bidding documents and contract documents, including all Addenda. The failure of any Bidder to examine any form, instrument or document or to inform himself of conditions relating to the construction of the project shall in no way relieve any Bidder from any obligation in respect to his bid.

6.2 Should a bidder find discrepancies in, or omissions from the drawings, or documents, or should he be in doubt as to their meaning, he should at once notify the Architect, who will send a written instruction to all bidders. Neither the Owner nor Architect will be responsible for any oral instructions.

**7. PRE-BID CONFERENCE:** A Pre-Bid Conference will be held at a date, time and location to be announced.

**8. PERFORMANCE, STATUTORY AND DEFECT BOND:** The Construction Manager shall be required to furnish surety bonds in the principal sum of the contract, payable to the Owner and executed by a Surety Company authorized to do business in the State of Kansas, as surety; said bonds shall be subject to approval by the Owner.

8.1 Successful bidder(s), when requested by Construction Manager, shall furnish surety bonds in the principal sum of their contract.

**9. IDENTIFICATION NUMBERS:** All contractors, prime and general, sub-contractors, independent contractors and any person engaged in contract labor must possess current identification numbers issued by the Kansas Tax Commission, Kansas Employment Security Commission, Internal Revenue Service and Social Security Administration.

**10. BIDDER'S QUALIFICATIONS:**

10.1 This project is to be bid by qualified Contractors familiar with the type of construction required by this project. The General Contractor shall submit with his proposal for approval a list of all Subcontractors proposed for performing work on this project.

10.2 The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein. Low bidder, if requested, must submit a financial statement, experience record, and an equipment schedule. Financial statement must reflect true financial condition of bidder within three months prior to date of bid opening.

10.3 All prime Contractor's who have not bid on a previous Corner, Greer & Associates, Inc. projects must provide for the Architect's review, AIA Form A305 – Contractor's Qualification Statement no less than 10 days prior to the bid opening.

**11. WITHDRAWAL OF BIDS.** No bids may be withdrawn after the scheduled closing time for receipt of bids for at least **thirty (30) days**.

**12. CONTRACT EXECUTION.** Upon award of contract the Contractor shall be required to execute the contract within ten (10) days thereafter or as approved by the Construction Manager.

**13.** The competency and responsibility of bidders and of their proposed sub-contractors will be considered in making the award. The Owner does not obligate himself to accept the lowest or any other bid.

**14. SALES TAX:** It is the policy of the Owner to take advantage of any savings from their "Tax Exempt" status. To this end the Contractor agrees to process proper and adequate paperwork and documentation under the governing laws of the State of Kansas. The Owner will furnish the successful bidder an appropriate exemption certificate. The Contractor shall not include such TAXES in his "Proposal."

**15. POWER OF ATTORNEY:** Attorneys-in-fact who sign bonds must file with each bond a certified and effectively dated copy of their power of attorney.

**16. ALTERNATE BIDS:** May be requested by the Construction Manager.

**17. COMMENCEMENT AND TIME OF COMPLETION OF CONSTRUCTION:** Bids shall reflect the Bidder's price for providing all necessary labor, material, equipment, and supervision to fully complete the

work from the date specified in the Notice to Proceed.

**18. SCOPE OF PROJECT:** The project consists of the construction of A BUILDING ADDITION TO SPRING GROVE ELEMENTARY SCHOOL, GALENA UNIFIED SCHOOLS, GALENA, KANSAS, including Civil, Architectural, Structural, Mechanical, Plumbing and Electrical work and A NEW GYMNASIUM AND SCIENCE ADDITION FOR: GALENA HIGH SCHOOL, PACKAGE 01 PREGRADING. The school will continue to use the existing building throughout construction. Contractor must schedule utility outages with the Owner's Representative to ensure there are no interruptions to their daily operations. This may require work to be completed after class hours or on weekends. Construction traffic shall be carefully coordinated so as not to disturb the traffic flow of students in and out of the buildings of the Project.

**19.** Each proposal includes a **BASE BID AMOUNT** which represents a summary of all costs.

**20. PLANS & SPECIFICATIONS:**

20.1 Plans and specifications may be obtained from USA Print, 311 East 7th Street, Joplin, MO, 417.626.0966, or electronic link set up by the office of Corner Greer & Associates, Inc., 716 South Main Street, Joplin MO, 417.206.3134.

**PROPOSAL**

Date \_\_\_\_\_

Time: \_\_\_\_\_

Place \_\_\_\_\_

PROPOSAL OF

\_\_\_\_\_  
(hereinafter called "Bidder")  
\_\_\_\_\_ and  
(insert Corporation, Partnership, or Individual, as applicable)

existing under the laws of the State of \_\_\_\_\_, doing business as  
\_\_\_\_\_.

TO: **Galena Unified Schools**  
**Galena, Kansas**  
(hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of:

**SPRING GROVE ELEMENTARY SCHOOL ADDITION and A NEW GYMNASIUM AND SCIENCE  
ADDITION FOR: GALENA HIGH SCHOOL, PACKAGE 01 PREGRADING.  
GALENA, KANSAS**

having carefully examined the plans and specifications with related documents and the site of the proposed work, and being familiar with the premises and the condition affecting the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all materials, supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. The prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence Work under this Contract on or before a date to be specified in a written "Notice to Proceed" by the Owner and to fully complete the project within \_\_\_\_\_ calendar days thereafter as stipulated in the specifications.

Bidder acknowledges receipt of the following addendum:

\_\_\_\_\_  
**BASE PROPOSAL:** Bidder agrees to perform all of the work described in the specifications and as shown on the plans, for the following prices:

**TOTAL BASE BID AMOUNT:**

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)  
(Amounts are to be shown in both words and figures. In case of discrepancy, the amounts shown in words will govern.)

**ALTERNATE BID NO. 1:**

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_)  
(Amounts are to be shown in both words and figures. In case of discrepancy, the amounts shown in words will govern.)

Bidder understands and acknowledges that the bid items shown in this Proposal represent a summary of all major components of construction required, and is set forth to facilitate the comparison of bids, and to provide a basis for any future negotiations that may be necessary. The bid price for each item shall include the cost of all adjacent or related items which are shown on the plans, or called for in the specifications, or otherwise necessary to provide a complete and functioning system.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any irregularities in the bidding.

The Bidder agrees that the Owner may reduce the quantities of work required, in order to bring the total contract costs within the available funds.

The Bidder agrees that his bid shall be good and may not be withdrawn for period of thirty (30) calendar days after the scheduled closing time for receiving bids.

The Bidder agrees, if awarded the Contract, to complete the Project within the number of days which is set forth in this Proposal. The Bidder further agrees to commence construction no later than 30 days from date of receiving Notice to Proceed.

Upon receipt of written notice of the acceptance of this bid, Bidder shall execute the formal contract attached within ten (10) days and deliver a surety bond, or bonds, as required and set forth in the GENERAL CONDITIONS.

ATTEST                      Respectfully submitted,

By \_\_\_\_\_  
   Bidder

\_\_\_\_\_

Title \_\_\_\_\_  
   Title

By \_\_\_\_\_

(Seal)  
(If Bid by a Corporation)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State



**BUSINESS RELATIONSHIPS AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
 ) ss..  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the Bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If none of the business relationships hereinabove mentioned exist, affiant should so state)

\_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

**NON-KICKBACK AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
 ) ss..  
COUNTY OF \_\_\_\_\_ )

The undersigned person, of lawful age, being first duly sworn, on oath says that the attached invoice is true and correct and that (s)he is authorized to submit the invoice pursuant to a contract or purchase order. Affiant further states that the work, services, or materials as shown by this invoice have been completed or supplied in accordance with the plans, specifications, orders, requests or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the county, municipality, or school district of money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is submitted.

\_\_\_\_\_  
Contractor, Supplier, Engineer, Architect

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_,

As Principal, and \_\_\_\_\_,  
a corporation organized under the law of the State of Kansas, Surety, are held and firmly bound unto  
\_\_\_\_\_ in the penal sum of \_\_\_\_\_

(State or Other Entity)

dollars (\$\_\_\_\_\_) in lawful money of the United States of America, for the payment of which, well  
and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees,  
successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written Contract with \_\_\_\_\_,  
(State or Other Entity)

dated \_\_\_\_\_, 2013, for \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

all in compliance with the plans and specifications, therefore, made a part of said Contract and on file in  
the office of \_\_\_\_\_  
(Name and address of Agency)

NOW, THEREFORE, if said Principal shall, in all particulars, well, truly, faithfully perform and abide by  
said Contract and each and every covenant, condition, and part thereof and shall fulfill all obligations  
resting upon said Principal by the terms of said Contract and said specifications; and if said Principal shall  
protect and save harmless said \_\_\_\_\_ from any  
(State or Other entity)

pecuniary loss resulting from the breach of any of the items, covenants and conditions of said Contract  
resting upon said Principal, then this obligation shall be null and void, otherwise to be and remain in full  
force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said  
Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of  
releasing the Sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its  
corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these  
presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney - in - fact,  
duly authorized so to do, the day and year set forth below.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

ATTEST:

\_\_\_\_\_

PRINCIPAL:

\_\_\_\_\_

By \_\_\_\_\_

SURETY:

\_\_\_\_\_

By \_\_\_\_\_  
Attorney-in-Fact

**STATUTORY BOND**

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_, as Principal,  
and \_\_\_\_\_, a corporation organized  
under the laws of the State of \_\_\_\_\_ and authorized to transact business in the  
State of Kansas, as Surety, are held and firmly bound unto \_\_\_\_\_ in  
(State or Other Entity)

the penal sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) in lawful  
money of the United States of America, for the payment of which, well and truly to be made, we bind  
ourselves and each of us, our heirs, executors, administrators, trustees, successors, jointly and severally,  
firmly by these presents.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written Contract with \_\_\_\_\_,  
(State or Other Entity)  
dated \_\_\_\_\_, 2013, for \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

all in compliance with the plans and specifications, therefore, made a part of said Contract and on file in  
the office of \_\_\_\_\_  
(Name and address of Agency)

NOW, THEREFORE, if said Principal shall fail or neglect to pay all indebtedness incurred by said  
Principal or subcontractors of said Principal who perform work in the performance of such contract, for  
labor and materials and repairs to and parts for equipment used and consumed in the performance of  
said contract after the same becomes due and payable, the person, firm, or corporation entitled thereto  
may sue and recover on this bond, the amount so due and unpaid.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said  
Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of  
releasing the Sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its  
corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these  
presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney - in - fact,  
duly authorized so to do, the day and year set forth below.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

PRINCIPAL:

\_\_\_\_\_

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

SURETY:

\_\_\_\_\_

By \_\_\_\_\_  
Attorney-in-Fact

**DEFECT BOND**

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_, as Principal, and \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_ and authorized to transact business in the State of Kansas, as Surety, are held and firmly bound unto \_\_\_\_\_ in the (State or Other Entity) penal sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) in lawful money of the United States of America, said sum being equal to One Hundred Percent (100%) of the contract price, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written Contract with \_\_\_\_\_, (State or Other Entity) dated \_\_\_\_\_, 2013, for \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

all in compliance with the plans and specifications, therefore, made a part of said Contract and on file in the office of \_\_\_\_\_ (Name and address of Agency)

NOW, THEREFORE, if said Principal shall pay or cause to be paid to \_\_\_\_\_ (State or Other Entity)

all damage, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of one (1) year from and after the acceptance of said project by \_\_\_\_\_; (State or Other Entity)

then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the Sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney - in - fact, duly authorized so to do, the day and year set forth below.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

PRINCIPAL:

\_\_\_\_\_

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

SURETY:

\_\_\_\_\_

By \_\_\_\_\_  
Attorney-in-Fact

**AGREEMENT**

If notified of the acceptance of his Bid within 30 calendar days of the time set for opening of bids, the Contractor agrees to execute a contract prepared by the Construction Manager.

## GENERAL CONDITIONS

1. General Conditions shall consist of the American Institute of Architects AIA Document #A-201, 2007 Edition, entitled "General Conditions of the Contract for Construction", and are as much a part of these specifications as if bound herein. A copy of the General Conditions is on file and may be examined in the Architect's office.

## SUPPLEMENTARY CONDITIONS

### 1. INSURANCE

1.1 General: The Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved. The Contractor shall not allow any subcontractor to commence work on this subcontract until all similar insurance required of the subcontractors has been obtained. The minimum insurance coverages listed below shall in no way limit the Contractor from any other obligations or liabilities.

1.2 Certificates of Insurance: The Contractor shall furnish Certificates of Insurance to the Owner and the Architect showing that he carries the following insurance:

<u>Workmen's Compensation</u>	<u>Statutory Limit</u>
Personal Injury Liability	\$ 500,000 for each person injured
	\$1,000,000 for each accident
Property Damage Liability	\$ 500,000 for each accident
	\$1,000,000 Aggregate
Insurance Umbrella	\$2,000,000

Insurance in said amounts shall be maintained throughout the life of the contract. The Contractor's insurance shall include coverage against the hazards of explosion, collapse, and underground damage. Failure to file certificates or acceptance by the Owner of certificates of insurance which do not indicate coverage as specified herein, shall in no way relieve the Contractor of his responsibility for maintaining adequate insurance.

1.3 The Contractor shall obtain and maintain Builder's Risk Insurance coverage to protect the interest of the Owner. The limits of the Builder's Risk policy shall be equal to total contract sum. A certificate evidencing the type and amount of Builder's Risk insurance shall be submitted to the Owner at the time of execution of contract.

1.4 Owner's Protective Liability Insurance: The Contractor will purchase an Owner's contingent protective liability policy containing liability and property insurance with same limits as specified above. Corner Greer & Associates, Architects, shall also be named in the policy with like coverage. The policy shall be provided through an agent of the Owner's choice.

1.5 Subcontractor's Insurance: Each subcontractor shall maintain liability insurance same as required to be maintained by the prime Contractor, and the limits of liability shall not be less than those required to be maintained by the prime Contractor, except that the Contractor may elect to permit deviations as follows:

Lesser limits may be maintained by subcontractors if their operations are covered to the specified limits by the insurance maintained by the prime Contractor.

Subcontractors whose work does not involve such hazards are not required to maintain coverage against the hazards of explosion, collapse, and underground damage.

Certificates of such insurance shall be filed with the prime Contractor, but failure to file certificates, or acceptance by the prime Contractor of certificates of insurance which do not indicate coverage as specified herein, shall in no way relieve the subcontractor of his responsibility for maintaining adequate insurance.

NOTE: Nothing in this section shall create any obligation on the part of the Owner or Architect to see that the specified insurance is maintained.

1.6 Automobile Liability Insurance: The Contractor shall take out and maintain during the life of this contract, such Automobile Bodily Injury Liability Insurance in the limits of \$500,000 for injuries, including accidental death to any person, and subject to the same limit for each person, \$1,000,000 for any one accident involving two or more persons, and property damage insurance with a limit of \$100,000 to cover all owned or rented automotive equipment to be used on or about the site.

1.7 Before commencing any work on this project, the Contractor shall submit in duplicate all insurance policies and Certificates of Insurance to the offices of the Owner and the Architect for examination and approval. Any renewals of these insurance documents, policies, and certificates of insurance shall be submitted to the Owner before the original policies and certificates have expired.

**2. SHOP DRAWINGS:** The Architect is under no obligation to check on any shop drawings until the completed (not only in number but also in adequacy of information supplied) drawings for that trade are in his hands. The Contractor is to submit the number of copies of drawings required by the parts of the specifications relating to that trade; if no specific number of copies is mentioned in a particular section, then six (6) copies of shop drawings will be required. The Architect may, at his option, require the tracings of shop drawings to be submitted and after correcting the tracings may have the necessary number of prints made and distributed at the expense of the party submitting the shop drawing for approval. After shop drawings have been approved by the Architect, it shall be the duty of the Contractor to see that all subcontractors or materialmen requiring information regarding work to be done or materials to be supplied, that may be affected by said shop drawings shall be supplied with copies of such drawings and given such information as they may require for their guidance.

**3. RECORD DRAWINGS:** The Contractor shall, during the progress of the work, keep an accurate record of all changes and corrections from the layouts shown on the drawings. Record of changes may be kept by accurately making all changes on a set of prints during the progress of the job. Exact location of all underground utility service entrances and their connections to utility mains, as well as all valves, etc., which will be concealed in the finished work, shall be accurately indicated on the drawings by measured distances. Upon completion of the work and prior to final payment, the Contractor shall furnish to the Architect and the Owner one set of record prints, legibly and accurately marked to indicate all changes, additions, deletions, etc. from the contract drawings.

**4. MEASUREMENT:** Discrepancies shall be called to the attention of the Architect before work is installed. No work which is to be installed in the building shall be laid out according to figured dimensions when work already installed may govern these dimensions; verify all dimensions at job before laying out shop drawings or shop work. The Contractor will be responsible for any mistakes which may be attributed to failure to follow these instructions. The Architect is not responsible for any discrepancies in figured dimensions.

**5. SPECIFICATIONS AND DRAWINGS:** In all cases, large scale details shall take precedence over small scale general drawings. In cases where floor elevations are shown, they are to be checked carefully against detailed sections, and the Contractor will be responsible for all heights shown or marked on small scale drawings.

## **6. LAYING OUT WORK**

6.1 The Contractor shall employ an experienced job superintendent and cause him to establish a permanent bench to which easy access may be had during the progress of the work, and have him also determine all lines and grades and verify same from time to time during the progress of the work.

6.2 A competent foreman or superintendent shall be kept by the Contractor at the building at all times during the progress of the work. He shall receive instructions and act for the Contractor in the accurate laying out and direction of all work.

6.3 The Contractor shall have limited use of the site and shall limit his activities as nearly as possible to areas to receive new work. Contractor shall coordinate all activities, storage areas, and hours for construction with the Owner's Representative.

## **7. OBSERVATION OF WORK BY THE ARCHITECT**

7.1 The Architect and his representative shall at all times have access to the work wherever it is in preparation or progress, and the Contractor shall provide facilities for such access and for building observations.

7.2 Special Test or Approval: If, for any reason, the work requires special tests or approval, the Contractor shall give the Architect timely notice of the work's readiness; and if the observations are by another authority other than the Architect, the Architect shall be notified of the date fixed for such. If any work should be covered up without approval or consent of the Architect, it must, if required by the Architect, be uncovered for examination at the Contractor's expense.

7.3 Re-examination of questioned work may be ordered by the Architect, and if so ordered, the work must be uncovered by the Contractor. If such work be found in accordance with the contract documents, the Owner shall pay the cost of re-examination and replacement. If such work be found not in accor-

dance with the contract documents, the Contractor shall pay such cost.

7.4 Special Observations by the Architect: The Contractor shall notify the Architect when the work reaches the following stages of construction so that special observations of the work may be accomplished prior to the covering up of these items:

- 7.4.1 Removal of existing and site excavated.
- 7.4.2 Site preparation finished and tested to receive new construction.
- 7.4.3 Footing excavations with reinforcing in place.
- 7.4.4 All underground utilities in place and tested, but not covered.
- 7.4.5 Forms completed and reinforcing and embedded items in place for each separate pour.
- 7.4.6 Erection of structural steel.
- 7.4.7 Start of roofing.
- 7.4.8 Two weeks prior to substantial completion of Project.

Contractor's notice to Architect shall be at least twenty-four (24) hours prior to the time set for the viewing.

**8. TEMPORARY TOILETS:** The general construction contractor shall install temporary toilets. Toilets shall be sufficient in number to take care of all workmen. Proper means of waste disposal shall be provided by the Contractor. Sanitary accommodations must conform to health laws and must be used by workmen.

**9. WATER:** The Contractor will furnish and pay for all water for construction purposes.

**10. ELECTRIC POWER:** The Contractor will furnish and pay for temporary electrical power for construction purposes.

**11. CHANGE ORDERS:** Shall be processed by the Contractor in accordance with the General Conditions.

**12. CONTRACT BREAKDOWN:** Within one week after receipt of the Notice to Proceed, the Contractor shall submit a construction "BAR GRAPH" for approval and coordination with the Owner.

### **13. RESPONSIBILITIES OF CONTRACTOR**

13.1 The undertaking of periodic site visits and building observations by the Architect shall not be construed as supervision or actual construction nor make him responsible for providing a safe place for the performance of work by Contractors or Contractor's employees or those of suppliers or subcontractors or for access, visits, use, work, travel, or occupancy by any person.

13.2 All construction procedures and equipment used in the construction of these facilities must meet all of the requirements of the local and national standards and codes. The General Contractor shall be responsible for enforcing those standards and codes.

### **14. TIME FOR COMPLETION**

14.1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraces shall be commenced on a date specified in the NOTICE TO PROCEED.

14.2 The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.

**15. PAYMENT:** The Contractor shall be paid for work complete and properly stored materials on a monthly basis. Only ninety-five percent (95%) of each monthly estimate approved during construction of the project shall be paid by the Owner to the Contractor prior to completion of construction, and the Certificate of Payment shall be for this percentage. Each application for payment shall be made on AIA Document G702 and AIA Document G703. Additionally, with each application, starting with the second application, the Contractor shall submit a notarized Waiver and Release of Lien, in the form attached

hereto, from all manufacturers, materialmen, sub-contractors, and others furnishing services and/or materials for the Project.

**16. WAIVER AND RELEASE OF LIEN AFFIDAVIT:** Prior to Substantial Completion by the CONTRACTOR of the Project, and prior to the receipt of payment of any amount in excess of ninety-five percent (95%) of the total final contract dollar amount, the CONTRACTOR shall obtain and deliver in duplicate to the OWNER, through the Architect, a notarized Waiver and Release of Lien, in the form attached hereto, from all" manufacturers, materialmen, subcontractors, and others furnishing services and/or materials for the Project.

These documents shall be accompanied by an Affidavit, signed and notarized by the CONTRACTOR, or his legal Representative, certifying that all persons providing labor have been paid and listing names of all suppliers, material men, subcontractors, and others providing goods and/or services for the Project.

**ALTERNATES**

The following alternates/allowances shall be used for completing the "Proposal", Section 00300.

**ALTERNATE NO. 1**

DELETE: Specification Section 07400, THERMOPLASTIC POLYOLEFIN ROOFING SYSTEM (TPO).

ADD: Furnish and install ALTERNATE 1 Roofing System in all roof areas where TPO system deleted. Refer Specification Section 07570, SPRAYED ROOF COATING SYSTEM and Section 07571, ROOF FOAM INSULATION.

NOTE: Refer ROOF PLAN for areas of work.

**A BUILDING ADDITION TO SPRING GROVE  
ELEMENTARY SCHOOL  
AND A NEW  
GYMNASIUM AND SCIENCE ADDITION  
FOR: GALENA HIGH SCHOOL  
PACKAGE 01 PREGRADING  
GALENA UNIFIED SCHOOLS  
GALENA, KANSAS**

It is hereby specified that the documents intended to be authenticated by the Architect, Corner Greer & Associates, Inc., and by the undersigned's seal are limited to:

Drawing Sheets: G001, A101, A102, A201, A301, A401, A501 and A502.

Specifications: Divisions 0, 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10.

and we hereby disclaim any responsibility for all other drawings, specifications, surveys, reports or other documents or instruments relating to or intended to be used for any part or parts of this project.



Douglas D. Corner, A.I.A.  
Architect



## GENERAL REQUIREMENTS

### 1. SCOPE

Provide all items, articles, materials, testing, tools, operations, or methods listed mentioned, scheduled on drawings, and/or herein specified.

### 2. GENERAL

2.1 General Contractor and all subcontractors shall coordinate with adjacent work and other trades to facilitate general progress or work. Each trade shall afford their trades reasonable opportunity for installation of work and material storage.

2.1.1 Contractor shall contact all "utilities" and Owner's Representative to verify all utility locations and any buried communication wiring, electrical, gas, storm sewers, etc.

2.2 Provide, maintain, watertight, heated office when required by Architect. Provide with doors, locks and windows, for use of Contractor, subcontractors, and Architect. Provide with telephone at no cost to the Owner.

2.3 Contractor to establish and maintain grades, lines, and levels, using reference point as shown on drawings.

2.4 Verify grades, lines, levels, dimensions shown on drawings. Report errors, inconsistencies to Architect before commencing work. Provide and maintain well built batter boards. Establish two widely separated bench marks.

2.5 Furnish, maintain temporary stairs, ladders, ramps, scaffolds, hoist, runways, chutes, etc., required for execution of all trades; conform to state and local laws applicable.

2.6 General Contractor shall protect all of the Owner's buildings, finishes and equipment from damage. Protection devices such as dust curtains, temporary walls, etc., will be erected and installed in accordance with Owner's requirements. Protection of equipment shall be verified with Owner prior to bidding.

2.7 The General contractor shall furnish and install temporary barricades, fences, signs as required by codes or the Owner to protect any open ditches or hazardous conditions.

2.8 Manufactured articles, material, equipment to be applied, installed, connected, erected, used, cleaned, conditioned as directed by manufacturer

2.9 All work shall comply with all local, state, and national codes and agencies which govern the work to be performed. Unless otherwise stated, or where municipal codes govern, the following codes shall apply:

2.9.1 2006 IBC, as adopted

2.9.2 National Electric Code, latest edition

2.9.3 IBC Plumbing Code, latest edition

2.9.4 IBC Mechanical Code, latest edition

2.10 The Contractor shall have limited access and storage facilities on Owner's property. Storage for construction purposes will be in a central, secured area which must be approved by the Owner. Contractor shall assume full responsibility for protection of stored items.

### 3. SPECIAL CONDITIONS

3.1 The Contractor shall coordinate his construction and use of the site with the Owner prior to start of construction.

3.2 The Owner reserves the right to take possession and use any completed or partially completed portion of the new work regardless of the time of completion of the entire project, providing it does not interfere with the Contractor's work. Such taking possession or use of the project or part thereof shall not be construed as final acceptance or approval, or any portion thereof, or as acknowledgement of the fulfillment of the terms of the contract. The Owner has purchased or has existing materials and equipment that will be installed by others in the project which this contract for construction includes. The Contractor shall coordinate his work with the Owner and other contractors to facilitate the installation of equipment by Owner.

3.3 The Contractor is required to secure area around construction site. Such barriers shall be used for the purpose of preventing injury to those who are not working on the Construction Project at the site and shall not be removed until authorized by Owner's representative. This requirement shall not limit Contractor from any other safety or protective measures he deems necessary to adequately protect those

present at site from injury.

#### **4. SCHEDULES AND REPORTS**

4.1 PRE-CONSTRUCTION CONFERENCE: Prior to beginning construction, after the Notice to Proceed has been issued, a meeting will be held at the place and time designated by the Architect for the purpose of discussing:

- 4.1.1 Construction Schedule
- 4.1.2 Critical areas of the work
- 4.1.3 Reports and tests required
- 4.1.4 Inspection procedures
- 4.1.5 Coordination of prime Contractors
- 4.1.6 Field Orders and Change Orders
- 4.1.7 Shop drawings
- 4.1.8 Other items as deemed necessary by the Architect or Owner.

4.2 The following people or their authorized representative are required in attendance at the Pre-Construction Conference

- 4.2.1 Owner
- 4.2.2 Architect
- 4.2.3 Prime Contractor
- 4.2.4 Major subcontractors

4.3 PROGRESS REPORTS: The Contractor shall submit monthly progress reports to the Architect showing each major item of the work, the current percentage of completion, and whether ahead or behind schedule. Any delays beyond the Contractor's control, such as weather, strikes, etc., that delay the project's completion, are to be documented and turned in along with this report to the Architect. Orders for all materials must be placed within thirty (30) days after award of the contract, and evidence of such orders furnished to the Architect. These requirements will be considered mandatory prior to any approval of monthly pay request by the Architect.

#### **4.4 TESTS OF MATERIALS:**

4.4.1 Furnish materials and equipment that have been properly inspected and tested in accordance with accepted industries standards. Make field or laboratory tests where specified herein, the costs of such being paid for by Contractor.

4.4.2 Should such tests or visual observation indicate failure of the materials or construction to meet requirements of drawings and/or specifications, Contractor shall make and pay for additional tests, as directed by the Architect, until compliance has been proven, and should such work fail to comply, Contractor shall replace it at his expense.