

STATE OF KANSAS
BID & CONSTRUCTION DOCUMENTS

**KANSAS STATE UNIVERSITY
WEST MEMORIAL STADIUM
STADIUM RENOVATION
36700-00105
MANHATTAN, KANSAS
A-011776REV**

AUGUST 2013

STATE OF KANSAS
DEPARTMENT OF ADMINISTRATION
OFFICE OF FACILITIES & PROCUREMENT MANAGEMENT



SET NO. _____
VOLUME 1 OF 2 (DIVISIONS 1 -10)

SEAN ZAUDKE, PROJECT MANAGER
GOULD EVANS ASSOCIATES
706 MASSACHUSETTS
LAWRENCE, KS 66044
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West Memorial Stadium Renovation at Kansas State University

A-011776 Rev.

STRUCTURAL

I hereby specify that the documents intended to be authenticated by my seal are limited to the Specification Sections and Drawing Sheets listed below, 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 architectural project unless such documents bear my signed and dated seal.

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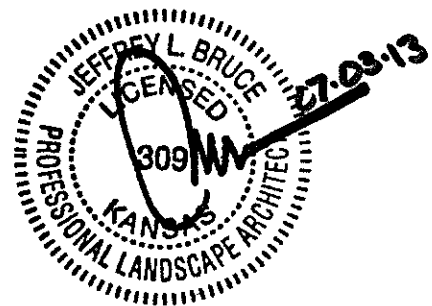
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ARCHITECTURAL:

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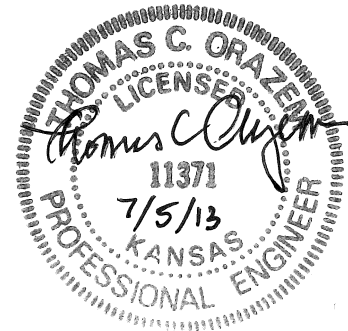


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DOCUMENT A - NOTICE TO BIDDERS**PART 1 - GENERAL****1.1 ANNOUNCEMENT OF REQUEST FOR BIDS:**

- A. The Secretary, Department of Administration announces his request that Bids be submitted for the following construction:

KANSAS STATE UNIVERSITY
WEST MEMORIAL STADIUM
STADIUM RENOVATION
BUILDING NUMBER: 36700-00105
MANHATTAN, KANSAS
A-011776REV

- B. Award, when made, will be single Contract for the "Project as a whole" including all Work for total construction.

1.2 RECEIVING, PUBLIC OPENING AND READING OF BIDS:

- A. Sealed bids will be received by the Director, Procurement and Contracts, Department of Administration, Suite 600, 800 S.W. Jackson Street, Topeka, Kansas 66612-1216 until 2:00 p.m. (local time) on **September 19, 2013** and will at that time and place be publicly opened and read aloud.

1.3 ELECTRONIC BID DOCUMENTS:

- A. All parties interested in obtaining bid documents are responsible for registering on the Integrated Digital Technologies (IDT) website: <http://kansasdfm.contractorsplanroom.com/>
- B. Bidders may view the bid documents on the IDT website, download the bid documents for viewing or printing "in-house" or have the electronic files sent to a printing company of their choice.
- C. Bidders will be solely responsible for the cost of printing the bid documents. OFPM will not issue any printed bid documents for bidding.
- D. Only parties registered on the IDT website for a project will receive issued Addendums.
- E. All tiers of bidders are responsible for understanding the full scope of work covered by the bid documents.
- F. Upon award of a contract, the Contractor will be provided ten (10) sets of printed bid documents.
- G. The quantity available is limited and will be distributed on a first come, first serve basis.

1.4 OBTAINING INFORMATION FOR BIDDERS:

- A. Questions concerning the Instructions to Bidders, Form of Contract, Insurances and Bonds shall be addressed to Procurement and Contracts, Department of Administration, Suite 600, 800 S.W. Jackson Street, Topeka, Kansas 66612-1216, telephone (785) 296-0408, fax (785) 296-7240.
- B. **If there is a disclaimer of any responsibility by the Project Architect/Engineer for construction documents other than those specifically authenticated by their seal, it in no way waives their contractual obligation to coordinate all the construction documents on the project.**

- C. Questions concerning the Construction Contract Documents (Drawings and Specifications) shall be addressed to the Design Team at:

**SEAN ZAUDKE, PROJECT MANAGER
GOULD EVANS ASSOCIATES
706 MASSACHUSETTS STREET
LAWRENCE, KS 66044
785-842-3800**

1.5 BID RESULTS:

- A. Bid results will not be given to individuals over the phone. Results can be obtained by attending the public bid opening, or by obtaining a bid tabulation from Procurement and Contracts. Bid results can be obtained by sending (do not include with bid) a check for \$3.00, payable to the State of Kansas, with a self-addressed, stamped envelope to Procurement and Contracts, ATTN: Bid Results/Copies, 800 S.W. Jackson, Suite 600, Topeka, Kansas 66612-1216. Copies of individual bids may be obtained under the Kansas Open Records Act by calling (785) 296-0002, requesting an estimate of the cost to reproduce the documents, and remitting that amount to the above address. Upon receipt of the funds, the documents will be sent.
- B. Bid results may also be obtained from the Office of Facilities and Property Management; Design, Construction & Compliance. Results will be available three (3) working days after the bid opening by accessing the Division's web site at: <http://www.da.ks.gov/fp/>.

END OF DOCUMENT A

DOCUMENT B - INSTRUCTIONS TO BIDDERS**PART 1 - GENERAL****1.1 METHOD OF BIDDING AND AWARDING:**

- A. Bids must be submitted on the Form of Bid issued with each set of Construction Contract Documents.
- B. A single Contract will be awarded for the "Project as a whole," including the following classification(s) of work:
 - 1. DEMOLITION
 - 2. GENERAL
 - 3. SITEWORK
 - 4. ROOFING
 - 5. MECHANICAL
 - 6. ELECTRICAL
 - 7. PLUMBING
 - 8. FIRE PROTECTION
- C. Note: Kansas Statute K.S.A. 75-3741 as amended requires each bidder to list and identify the "major subcontractors" for mechanical and electrical construction as part of the bid when a single Contract for the "Project as a whole" is to be awarded.

1.2 CONTRACTOR PRE-QUALIFICATION

- A. This project requires that all contractors wishing to bid as the prime must be pre-qualified by the Office of Facilities and Property Management.
- B. Plans will not be sent to prime contractors that are not pre-qualified.
- C. For more information on pre-qualification please visit our website at <http://www.da.ks.gov/fp/> and follow the links to contractor pre-qualification or call (785) 296-8899.
- D. Bids submitted by contractors not pre-qualified will be returned to the bidder unopened.

1.3 BIDDER QUALIFICATIONS:

- A. Any or all bidders may be required by the Director, Procurement and Contracts to furnish information to support the bidder's capability to comply with conditions for bidding and to fulfill the Contract if awarded the Contract. Such information may include, but not be limited to, the following:
 - 1. Proof of registration with the Kansas Director of Taxation by non-resident Bidders (K.S.A. 79-1009).
 - 2. Proof of registration with the Kansas Secretary of State by foreign corporations.
 - 3. List of projects of similar size and type the bidder has constructed or in which the bidder has been engaged in a responsible capacity.
 - 4. Evidence the bidder maintains a permanent place of business.
 - 5. A current financial statement.

6. Contractor's Compliance Report and Plan of Action in accordance with provisions of the Kansas Act Against Discrimination (K.S.A. 1978, Supp. 44-1030 and 44-1031).
7. When applicable, provide proof of bidder's authorization for removal, handling and disposal of friable asbestos containing material by attachment of a copy of the Kansas Department of Health and Environment's license to perform said activities. (Ref. K.S.A. 65-5301 et seq.)

1.4 EXAMINATION OF DOCUMENTS AND SITE:

- A. Before submitting a bid, each bidder shall carefully examine all Construction Contract Documents pertaining to the work and visit the location of the work to verify conditions under which the work will be performed. Submission of a bid will be considered presumptive evidence the bidder is conversant with local facilities and difficulties, requirements of the Construction Contract Documents and pertinent State and/or local codes and the labor and material markets and that he has made due allowances in his bid for all contingencies. Failure to visit the location of the work may be grounds to reject a bid.
- B. Include in bid all costs for labor, materials, equipment, fees, taxes, insurances and other contingencies, with overhead and profit, as necessary to produce a complete installation of the work specified under headings covered by the bid (including all trades specified) without further cost to the Owner.

1.5 PROJECT DOCUMENTS:

- A. The Project documents consist of the following items:
 1. Document A - Notice to Bidders
 2. Document B - Instructions to Bidders
 3. Document C - Form of Bid
 4. Document D - General Conditions of the Contract (DA-144)
 5. Document E - Supplemental General Conditions
 6. Document F - Form of Contract (executed)
 7. Document G - Form of Performance Bond (executed)
 8. Document H - Form of Public Works Bond (executed)
 9. Document I - Form of Appointment of Process Agent by Nonresident Contractor (executed)
 10. Drawings (when included)
 11. Technical Specifications
 12. Addenda to Drawings and/or Specifications, duly issued
 13. Bid Guaranty
 14. Proof of required insurance coverages
 15. Notice to Proceed
 16. Change Orders
 17. Laws and regulations
 18. Certificate of Project Completion
 19. Project Guarantee

20. Code Footprint

21. Certificate of Occupancy

1.6 INTERPRETATION OF PROJECT DOCUMENTS:

- A. Should a bidder find discrepancies in or omissions from the Specifications and/or Drawings, or if there is doubt as to their meaning, the bidder shall advise the Project Architect/Engineer at once.
- B. Requests for **clarifications and interpretations** of the Construction Contract Documents (Technical Specifications and Drawings) shall be presented to the Project Architect/Engineer in writing at least ten (10) days prior to the date on which bids are to be opened.
- C. **Clarifications and interpretations** of the Construction Contract Documents will be made **only** by Addenda issued to all known persons having same. The Project Architect/Engineer, state agency personnel or Procurement and Contracts will not be responsible for providing **any other** explanation or interpretation of the Construction Contract Documents.
- D. Any clarification or interpretations of the meaning of the Drawings, Specifications, or other pre-Bid Documents made orally to any Bidder shall not be used by the bidders in preparation of a bid amount unless confirmed in writing via an addendum
- E. Receipt of all Addenda shall be acknowledged on the Form of Bid and upon execution of the Contract, all addenda will become a part of the agreement.

1.7 BID AND PERFORMANCE GUARANTY:

- A. Each bid submitted in connection with this Project shall be accompanied by a certified check, cashier's check or bid bond in the amount of five percent (5%) of the base bid, payable without condition to the State of Kansas.
- B. The bid bond shall be accompanied by a Power of Attorney showing the authority of the person executing the bond on behalf of the Surety Company and should be approved by the Director, Procurement and Contracts prior to opening of bids.
- C. An annual bid bond on file with the Director, Procurement and Contracts, may be acceptable for this transaction providing it is equal to or greater than five percent (5%) of the base bid and is payable without condition to the State of Kansas. This bond must be accompanied by a Power of Attorney showing the authority of the person executing the bond on behalf of the Surety Company.

Note: Use of an annual bid bond must be approved by the Director, Procurement and Contracts a minimum of five (5) days prior to the opening of bids. The Director of Procurement and Contracts may disapprove the use of an annual bid bond if said bond is being used as a bid guaranty on more than one (1) project at the same time.

- D. In the event of an award, the responsible bidder offering the lowest bid price meeting Specifications will be required to enter into a Contract and provide proof of insurance in the amount required for the project. Said bidder shall also provide a Performance Bond for the full amount of the Contract. In addition, the bidder will be required to furnish a Public Works Bond for a project of \$100,000 or greater, for the full amount of the contract. A Certificate of Deposit, in an amount of 100% of the Contract amount, may be substituted for a Performance and Public Works Bond. All the above documents must be completed and returned within fifteen (15) calendar days after their receipt. Failure to return these documents within the required time period may cause a cancellation of the award and a forfeiture of the full amount of the bid guaranty. Procurement and Contracts may also suspend a bidder from bidding State construction work for six (6) months for failure to comply with this section.
- E. Bond forms will be provided by Procurement and Contracts and must be executed with a surety company licensed to do business in the State of Kansas.

- F. Bid Guaranties (submitted by certified or cashier's checks) will be returned to unsuccessful bidders when the successful bidder is determined and a Contract executed. The Bid Guaranty of the successful bidder will be returned when the contract, required Bonds and Insurances are furnished and accepted by Procurement and Contracts. Bid guaranties submitted in the form of a certified or cashier's check will be returned on a State of Kansas warrant.

1.8 APPOINTMENT OF PROCESS AGENT BY NONRESIDENT CONTRACTOR:

- A. Pursuant to provisions of K.S.A. 16-113, as amended, a nonresident individual, partnership or unincorporated association, if awarded a Contract, will be required to appoint an agent who is a resident of Kansas who may receive process in any civil action arising from the Contract.
- B. The appointment form will be provided by the Procurement and Contracts and must be executed and filed with the Secretary of State as provided by K.S.A. 60-306 and amendments thereto, with a receipt therefore provided to Procurement and Contracts.

1.9 PREPARATION AND SUBMISSION OF BID:

- A. Each bid shall be made on the Form of Bid accompanying these instructions. All blank spaces on the Form of Bid shall be filled in. Quote the prices for alternate bids and unit prices as requested.
- B. Bid shall not contain recapitulation of work to be done.
- C. Bid shall be presented under sealed cover, plainly marked with title of Agency, Building Name, Project Title, Location and, Project number.
- D. Bid must be received by the Director, Procurement and Contracts not later than the scheduled closing time.
- E. **Prior to the complete execution of a construction contract this project may be canceled at any time by the State. Neither the State of Kansas nor any of its agencies, employees or agents shall be responsible for any bid preparation costs, or any costs or charges of any type, should all bids be rejected or the project canceled for any reason prior to the complete execution of a construction contract.**

1.10 SIGNING FORM OF BID:

- A. Bids which are not signed by the individuals making them shall have attached to them a Power of Attorney evidencing authority to sign the bid in the name of the person for whom it is signed.
- B. Bids which are signed for co-partnerships shall be signed by all of the co-partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the bid a Power of Attorney evidencing authority to sign the bid.
- C. Bids which are signed for corporations shall have the correct corporate name signed in handwriting or in typewriting and the signature of the president or other authorized officer of the corporation shall be manually written below the written corporate name, above the words "by (signature)." If such a bid is manually signed by an official other than the president of the corporation, a resolution of the board of directors evidencing the authority of the official to sign the bid shall be attached.
- D. If bids are signed for any other legal entity, the authority of the person signing for the legal entity shall be attached to the bid.

1.11 SUBCONTRACTS:

- A. Bidders must submit the names and addresses of the major subcontractors for the project as identified on the Form of Bid. If awarded a Contract for the project, the names of the subcontractors will be included as part of the contract. Any changes in listed subcontractors shall be subject to approval by the Secretary of Administration. Only one subcontractor may be listed for each category.
- B. If project alternates are listed in the Construction Contract Documents, and the choice of major subcontractors is dependent upon the combinations of alternates the Owner elects to include as a part

of the work, a separate sheet shall be attached to the Form of Bid designating the different combinations of such major subcontractors.

1.12 FAX MODIFICATIONS OF BID:

- A. Facsimile (fax) transmissions of bids will not be accepted. However, fax modifications to previously submitted bids will be acceptable. When making fax modifications, state only the ADD or DEDUCT amount to be ADDED to the base bid, alternate bid, or unit price. Do not give a new total price for the selection. Fax modifications can also be made of any other information requested on the Form of Bid. Procurement and Contracts fax number is (785) 296-7240.

1.13 PUBLIC BID OPENING:

- A. On the date and at the hour scheduled for closing, the Director, Procurement and Contracts or an authorized representative will open and read the bids publicly for interested bidders or others who may be present.
- B. Information obtained at public openings is preliminary only and it shall not be construed the apparent low bidder has met all conditions and Specifications of the bid.
- C. If the Topeka/Shawnee County state offices should be closed due to inclement weather or any unforeseen condition, and we have a project scheduled to bid, the following procedures will apply.
 - 1. A note will be added to the on-line plan room indicating the bids will be opened at a later date to be determined when employees return to work.
 - 2. It is the responsibility of the contractors and other plan holders to visit the online plan room to view this information. <http://kansasdfm.contractorsplanroom.com/secure/>.
 - 3. OFPM and Procurement and Contracts, in coordination with the agency, will select the revised bid date once we return to work. An addendum will be published on the above website confirming the new bid date.

1.14 WITHDRAWAL OF BIDS:

- A. Any bidder may withdraw a bid at any time prior to the scheduled closing time for receipt of bids, but after the scheduled closing time for receipt of bids, no bid may be withdrawn for a period of **thirty (30)** calendar days subject to the provisions of K.S.A.75-6901 et seq. If a bid is withdrawn after the scheduled closing time, it may result in the forfeiture of all or part of the bid guaranty.

1.15 AWARD OF CONTRACT:

- A. A Contract will be awarded to the lowest responsible bidder meeting conditions and specifications imposed in the call for bids, but the Director, Procurement and Contracts reserves the right to accept any or all bids or to reject any or all bids for sufficient reason(s) and to waive all technicalities if deemed to be in the best interest of the State of Kansas.
- B. At the time of award, Procurement and Contracts will provide the successful bidder with the Contract Forms, the Performance and Public Works Bond Forms and Appointment of Process Agent Form, if applicable, accompanied by instructions for execution, and will also request submission of proof of certain Insurance coverages.
- C. The executed Contract, Bonds, and Insurance documents as well as a receipt for filing the Public Works Bond and the Appointment of Process Agent Form with the Clerk of the District Court in the county where the work is to be performed, must be returned to and received by Procurement and Contracts within fifteen (15) working days.
- D. Failure on the part of the Contractor to provide the executed documents within fifteen (15) working days may result in withdrawal of the award, re-awarding to the next lower bidder or rebidding the contract and forfeiture of all or part of the bid guaranty.

1.16 NOTICE TO PROCEED:

- A. A Notice to Proceed will be issued by the Office of Facilities and Property Management upon receipt by Procurement and Contracts of the Contractor's signed copy of the Contract and required approved insurance documents.
- B. The Contractor will also be required to submit the required bonds and Appointment of Process Agent Form (if applicable) to Procurement and Contracts. The Contractor will be allowed to proceed prior to receipt of the bonds and Process Agent Form, but no payments will be made until all these documents are submitted. If appropriate bonds are not provided, no payment will be made.
- C. The Procurement and Contracts and Office of Facilities and Property Management reserve the right to withhold issuance of a Notice to Proceed until all documents are received if they are uncertain of the Contractor's ability to obtain the required bonds.
- D. Prior to the issuance of the Notice to Proceed, the State of Kansas shall not be liable for any expenses relating to the bid or Contract, or any expenses related to their preparation.

1.17 CHANGE ORDERS:

- A. Changes to the initial Contract are to be made by the Project Architect/Engineer with the approval of the owner and the Director of the Office of Facilities and Property.

1.18 LAWS AND REGULATIONS:

- A. All applicable laws of the State of Kansas, municipal ordinances and rules and regulations of all authorities having jurisdiction over construction of this Project shall apply to any Contract resulting from a bid on this Project as though herein written out in full.

1.19 PROJECT CLOSE OUT:

- A. When the Contract is satisfactorily complete and authorized by the Owner and the Office of Facilities and Property Management, the Project Architect/Engineer will forward a formal Certificate of Project Completion and an Affidavit of Contractor to the Contractor.
- B. The contractor will sign the Certificate of Project Completion and sign/notarize the Affidavit of Contractor to certify that all debts and claims against this project have either been paid in full or otherwise satisfied. The contractor will forward both along with the final application for payment back to the architect/engineer.

1.20 PROJECT GUARANTEE:

- A. The date of the Certificate of Project Completion shall be the starting date for the guarantee/warranty period, unless partial occupancy requires an earlier date to be set. In that case the guarantee/warranty period for work and equipment serving the occupied area shall begin on the date the Owner takes partial occupancy of that portion of the project.

1.21 REQUESTS FOR SUBSTITUTION PRIOR TO BID DATE:

- A. Should a bidder or a manufacturer's representative wish to incorporate, in the base proposal, brands or products other than those named in the Specifications, he shall submit written request for substitution approval to the Project Architect/Engineer ten (10) calendar days prior to date proposals are due. Approved substitutions will be set forth in an addendum. Bidders shall not rely upon approvals made in any other manner.

END OF DOCUMENT B

DOCUMENT C - FORM OF BID**PART 1 - GENERAL**

SUBMITTED BY:

NAME OF COMPANY (Please print or type)ATTACH CERTIFIED OR CASHIER'S CHECK HERE
IF FURNISHED IN LIEU OF A BID BOND

SUBMITTED TO:

Tracy Diel, Deputy Director
Procurement and Contracts
Room 600
Department of Administration
800 S.W. Jackson Street
Topeka, Kansas 66612-1216

SUBMITTED FOR:

Kansas State University
West Memorial Stadium
Stadium Renovation
36700-00105
Manhattan, Kansas
A-011776Rev

Sir:

In response to your Notice to Bidders and in compliance with the Instructions to Bidders, the undersigned herewith submits his offer to provide all labor, materials, equipment, tools of trades and labor, accessories, appliances, warranties and guarantees and to pay all royalties, fees, permits, licenses and applicable taxes necessary to complete the following construction work:

BASE BID (LUMP SUM):

For the referenced project and in accordance with the Construction Contract Documents as prepared by the Project Architect/Engineer for a total lump sum price of:

DOLLARS (\$_____).**ALTERNATE BIDS (Reference Sections 012300):**

The undersigned offers for the Owner's consideration and use the following prices for specific alternate bids and unit prices. These prices include all costs to the Owner, including those for labor, materials, equipment, tools of trades and labor, appliances, accessories, warranties, guarantees, royalties, fees, permits, licenses, applicable taxes, insurances, haulage, storage, superintendency, overhead and profit and are to be added to the above quoted base bid price as noted.

ALTERNATE NO. 1	Drama Therapy Space: cost to provide concrete slab and sprung floor. Provide and install ceilings, lighting, plumbing, and finishes indicated by the contract documents. Lump sum price for all.	ADD (\$_____)
ALTERNATE NO. 2	Audio/Visual Systems: cost to provide and install the full A/V system, including conduit to all spaces. Lump sum price for all.	ADD (\$_____)

ALTERNATE NO. 3 Finish Upgrades: cost to provide and install; wood wall pulley display system at the Lobby north wall, tile floors, and perforated metal in the Theater. Lump sum price for all.

ADD (\$_____)

MAJOR SUBCONTRACTORS:

The undersigned hereinafter identifies as part of this bid the major subcontractors he proposes to use in the performance of work under the contract. If the bidder will perform the work of a subcontractor with his own forces, he must so indicate by writing his company name in the space where the subcontractor would have been listed. If the choice of major subcontractors is dependent upon the combinations of alternates the owner elects to include as a part of the work, a separate sheet shall be attached to the Form of Bid designating the different combinations of such major subcontractors. No change or substitution may be made in the listed subcontractors without the prior approval of the Secretary of Administration. In order to obtain this approval a written request shall be made to the Director of the Office of Facilities and Property Management.

MECHANICAL CONSTRUCTION (List one (1) only)

Name

Address

ELECTRICAL CONSTRUCTION (List one (1) only)

Name

Address

PLUMBING CONSTRUCTION (List one (1) only)

Name

Address

FIRE PROTECTION CONSTRUCTION (List one (1) only)

Name

Address

TIME OF COMPLETION:

The undersigned agrees to have the work of the project to a point of final completion, including all punch list items, ready for the Project Architect/Engineer's final inspection and the Owner's and Office of Facilities and Procurement Management's acceptance, in **426 Calendar days** (or less) following issuance of the written Notice to Proceed.

ADDENDA:

The undersigned acknowledges receipt of the following Addenda:

#1(____) #2(____) #3(____) #4(____) #5(____) #None(____)

STATE TAX:

The undersigned attests this Bidder is not in arrears in taxes due the State of Kansas.

This project has been determined to be exempt from Kansas sales tax, in accordance with the rules of the Kansas Department of Revenue. The cost of said Tax must be **EXCLUDED FROM** all Bid and Contract Prices. Sales tax includes all applicable state, county and city sales taxes. The Owner's Business Office will provide the Contractor with a copy of the project exemption certificate with the project number for the contractor's and subcontractor's use.

FEDERAL TAX:

The undersigned has included in all quoted prices the cost of federal excise tax on all items of construction and equipment subject to said tax.

AGREEMENTS:

The undersigned agrees to the following terms and conditions:

1. An incomplete bid or other information not requested which is written on or attached to this Form of Bid, may be cause for rejection of the bid.
2. For a bid to be considered responsive, every blank must be filled in. Failure to do so may result in the disqualification of the bid.
3. A bid may be considered incomplete and non-responsive that does not indicate a price for any alternate bid or unit price described and identified on the Form of Bid. A typed or printed "no bid" entered in the space provided for an alternate bid or unit price may lead to the bid being considered non-responsive and be grounds for rejection of the bid. A typed or printed "no charge" entered in the space provided for an alternate bid or unit price will be considered a valid bid, as will the figure "0.00."
4. He has read the Notice to Bidders and the Instructions to Bidders carefully.
5. The accompanying bid security (bond) (certified check) (cashier's check) in the amount of:

DOLLARS (\$_____).

is payable without condition to the State of Kansas, the sum of which it is agreed will be forfeited as liquidated damages for the delay and extra expense caused the owner if the undersigned fails to execute the Contract and to furnish the bonds and insurances required by the Construction Contract Documents.

6. The Director, Procurement and Contracts reserves the right to reject any or all bids and to waive all technicalities should such action be deemed to be in the best interest of the State of Kansas.
7. The Owner reserves the right to accept or reject any or all alternate bids and unit prices.
8. Subject to the provisions of K.S.A.75-6901 et seq. this bid may not be withdrawn for a period of thirty (30) calendar days following the receipt, opening and public reading thereof.

9. Failure to acknowledge receipt of any addendum issued may be cause for a bid rejection.
10. **Prior to the complete execution of a construction contract this project may be canceled at any time by the State. Neither the State of Kansas nor any of its agencies, employees or agents shall be responsible for any bid preparation costs, or any costs or charges of any type, should all bids be rejected or the project canceled for any reason prior to the complete execution of a construction contract.**

CERTIFICATION REGARDING IMMIGRATION REFORM & CONTROL

All Contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-subcontractor. The usual method of verification is through the Employment Verification (I-9) Form. With the submission of this bid, the Contractor hereby certifies without exception that Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination and any applicable damages.

Contractor certifies that, should it be awarded a contract by the State, Contractor will comply with all applicable federal and state laws, standards, orders and regulations affecting a person's participation and eligibility in any program or activity undertaken by the Contractor pursuant to this contract. Contractor further certifies that it will remain in compliance throughout the term of the contract.

At the State's request, Contractor is expected to produce to the State any documentation or other such evidence to verify Contractor's compliance with any provision, duty, certification, or the like under the contract.

Contractor agrees to include this Certification in contracts between itself and any subcontractors in connection with the services performed under this contract.

By signing this Form of Bid, the Contractor agrees to follow the Immigration and Reform Control Act of 1996 and any and all amendments to the Act.

DECLARATIONS:

The undersigned hereby declares he has carefully examined the Drawings and Specifications, has visited the actual location of the work, has satisfied himself as to all conditions and understands that, in signing this Form of Bid, he waives all right to plead any misunderstanding regarding same and agrees to be bound by the provisions of said Drawings and Specifications and all statements made therein.

The undersigned proposes to enter into Contract and to furnish and pay for the specified bonds and other required documents within fifteen (15) working days after award of the contract.

The undersigned certifies that he does not have any substantial conflict of interest sufficient to influence the bidding process on this bid. A conflict of substantial interest is one which a reasonable person would think would compromise the open competitive bid process.

All bidders and major sub-contractors listed on the bid form shall **not** be in arrears in taxes due the state of Kansas.

1. All bidders and major sub-contractors listed on the Form of Bid must submit with their bid, current **Certificate of Tax Clearance** obtained from the Kansas Department of Revenue. Bidders and listed major sub-contractors can obtain the Certificate of Tax Clearance through the following website:
<http://www.ksrevenue.org/taxclearance.html> .
2. The prime bidder shall also attach to his Form of Bid, signed **State of Kansas - Tax Clearance Status** forms (DC form 322) from each of the major sub-contractors listed on the Form of Bid. The State of

Kansas Tax - Clearance Status form is located at www.da.ks.gov/fp/, "Forms & Documents"

3. Failure to attach the Certificate of Tax Clearance or State of Kansas - Tax Clearance Status forms may be grounds for rejection of the bid.

The undersigned attests this Bidder is not in arrears in taxes due the State of Kansas, has attached Kansas Department of Revenue Certificate of Tax Clearance for the Bidder and all major sub-contractors listed on the Form of Bid, and has attached signed State of Kansas - Tax Clearance Status forms from all listed major sub-contractors.

SIGNATURE AND SEAL:

DATED THIS _____ DAY OF _____, 20____.

LEGAL NAME OF PERSON, FIRM OR CORPORATION

FEDERAL EMPLOYEE IDENTIFICATION NUMBER

MAILING ADDRESS for the above

CITY, STATE and ZIP CODE

TELEPHONE NUMBER / FAX NUMBER

CELL PHONE NUMBER / E-MAIL ADDRESS

CONTACT PERSON FOR TAX ISSUES

If the bid is submitted
by a Corporation, affix seal here

BY (SIGNATURE)

TITLE

BIDDER'S CONTRACTING IDENTIFICATION NUMBER:

To help facilitate the awarding of the Contract and subsequent payment(s) processes, the bidder gives the FEIN (Federal Employers Identification Number) or the SSN (Social Security Number) planned for use when making application for partial or full work compensation. (Use space provided above.)

DCC FORM 322
Issued January 1, 2011

State of Kansas - Tax Clearance Status

Department of Administration, Division of Facilities Management

To those trades listed on the Form of Bid:

Upon advertisement of a project for bidding and at least one week prior to the bid date, the above trades should obtain their Kansas Department of Revenue Certificate of Tax Clearance. Fill out, sign and attach this form (DDC 322) to the KDOR Certificate; forward both in ample time prior to the bid opening to all bidding Prime Contractors. (Note: Certificates of Tax Clearance are valid for 90 days.)

LEGAL NAME OF PERSON, FIRM OR CORPORATION

FEDERAL EMPLOYER IDENTIFICATION NUMBER

MAILING ADDRESS for the above

CITY, STATE and ZIP CODE

TELEPHONE NUMBER

FAX NUMBER

CELL PHONE NUMBER

E-MAIL ADDRESS

CONTACT PERSON for TAX ISSUES

SIGNATURE

TITLE

DATE (DD/MM/YYYY)

Attachment: State of Kansas Department of Revenue Tax Clearance Certificate

This form is available at <http://da.ks.gov/fp/manual.htm#PlanningForms>

END OF DOCUMENT C

DOCUMENT D - GENERAL CONDITIONS OF THE CONTRACT
DA-144 (3-1-01)**ARTICLE INDEX**

- | | |
|--|--|
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| 2. Specifications and Drawings | 25. Right of Owner to Terminate Contract |
| 3. Additional Instructions | 26. Bonds |
| 4. Reference Standards | 27. Substitute Bonds |
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1. DEFINITIONS

The following terms as used in this contract are respectively defined as follows:

- A. The term **Project Architect/Engineer** refers to the Project Architect/Engineer employed or designated by the Secretary of the Kansas Department of Administration for professional services in accordance with K.S.A. 75-1253, 75-1254, 75-1256 or employed by the Owner pursuant to K.S.A. 75-5801 et seq., as amended or any designee of the Secretary of Administration who is vested with the authority and responsibility to act as Project Architect/Engineer for this project.
- B. **As directed**, rejected, approved, and other words of similar meaning which authorize any exercise of judgment, shall be distinctly understood to mean that such power to direct, reject, and approve shall be vested only in the Project Architect/Engineer, Owner, and the Office of Facilities and Property Management.
- C. The **construction representative** or inspector is appointed by and responsible to the Office of Facilities and Property Management. He inspects capital improvement projects ensuring construction is in accordance with approved code footprints, building codes and accessibility laws.
- D. **Contract**: The agreement between the Contractor and the Owner covering the work to be done.
- E. **CONTRACT DOCUMENTS**
 - 1. The **Contract Documents**, enumerated in the table of contents of this project manual shall form a part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were fully set forth.

2. The **Contract Documents** are complementary, and what is required by one shall be as binding as if required by all. The intention of the documents is to include all labor, materials and equipment necessary for the proper execution of the Work.
 3. **Contract Documents** consist of the Notice to Bidders, Instructions to Bidders, Form of Bid, Contractor's Performance Bond, Contractor's Public Works Bond to the State, the Contract, General Conditions, Supplemental General Conditions, Specifications, Drawings, Maps, Plats, etc., prepared or furnished by the Project Architect/Engineer, and Addenda, including additions and/or modifications therein incorporated before the execution of the Contract. Contract Documents shall also include written clarifications, Change Orders and written interpretations by the Project Architect/Engineer which are made after execution of the Contract which are not included in Change Orders.
- F. The **Contractor** is a person, firm or corporation with whom the Contract is made by the Owner.
- G. The **Contractor's superintendent** is the Contractor's chief representative at the Project site or related work area.
- H. The **Director** is the head of the Office of Facilities and Property Management and, under certain delegated authority, acts on behalf of the Secretary of Administration.
- I. The **Office of Facilities and Property Management** is a unit of the Department of Administration of the State of Kansas authorized to administer, enforce or interpret laws relating to construction on state property.
- J. **Final Project Completion** is the date upon which the Contractor shall be completed with all punch list items to the satisfaction of the Owner, Project Architect/Engineer and Office of Facilities and Property Management and all systems are fully tested, balanced, corrected and functional. **Final** completion is to occur on or before the adjusted contract completion date. It is at this point that the Contractor may apply for final payment of the contract sum at which point a Certificate of Project Completion shall be written.
- K. The **Owner** is the State agency, representing the State of Kansas, with whom the agreement with the contractor is executed.
- L. The **Owner's Representative** is the person(s) appointed by and responsible to the Owner. He acts on behalf of the Owner in matters relating to the execution of the contract.
- M. **Partial Occupancy** (for phased projects only) is the date that a separate wing or portion of the building receives final completion as designated above.
- N. Wherever the word "**Plan**" is used, the word "Drawing" may be substituted, and vice versa.
- O. The **Prime Contractor** is that Contractor identified in the Contract to serve as coordinator and director of all work when separate contracts are awarded for different portions of the project.
- P. The term "**provide**" shall be interpreted to mean, "furnish and install in place."
- Q. A **Subcontractor** is a person or organization who has a contract with the Contractor to perform any of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative. A lower-tier Subcontractor is a person or organization who has a contract with a Subcontractor or another lower-tier Subcontractor to perform any of the Work at the site. Nothing contained in the Contract Documents shall create contractual relationships between the Owner or the Project Architect/Engineer and any Subcontractor or lower-tier Subcontractor, of any tier.
- R. **Substantial completion** is the point at which the Owner, Office of Facilities and Property Management, and the Project Architect/Engineer agree the work, or a designated portion thereof, is sufficiently complete so that the Owner may occupy or use the premises for its intended purpose. Substantial completion will not occur until all items relating to fire exiting, notification, detection, separation or suppression on the fire code footprint of record are completed.

- S. The term “**supplier**” also is applicable to those furnishing materials, equipment or supplies to be incorporated in the project whether work performed is at the site or in the factory, or both.
- T. A **suitable warehouse** shall be approved by the Project Architect/Engineer, and Owner’s Representative and must comply with the following.
 - 1. The facility shall be an independent, commercial warehouse not owned by the Contractor or Supplier.
 - 2. The facility must have established material warehousing procedures.
 - 3. The warehouse shall be located within an acceptable distance of the project site, as established by the Project Architect/Engineer, and Owner’s Representative.
 - 4. The Project Architect/Engineer and Owner’s Representative shall be provided with all documentation required by Article 30 - Payments to Contractor.
 - 5. All materials for the Owner’s project must be stored in the name of Owner.
- U. **Surety:** Approved surety bound with and for the Contractor to insure his acceptable performance of the Contract and for his payment of all obligations under the Contract.
- V. The term “**Work**” includes all labor necessary to complete the construction required by the Contract Documents for this Contract, and all materials, equipment and supplies incorporated or to be incorporated in such construction.
- W. **Written notice** will be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, if delivered at or sent by mail to the last business address shown to the party giving notice, or if transmitted via e-mail or facsimile to the e-mail address or facsimile number provided by the firm or entity.

2. SPECIFICATIONS AND DRAWINGS

- A. These Specifications are of an abbreviated form and contain incomplete sentences. Omissions of words or phrases such as “the Contractor shall,” “shall be,” “as noted on the Drawings,” “according to the Drawings,” “a,” “an,” “the” and “all” are intentional. Omitted words and phrases shall be supplied by inference in the same manner as when “note” occurs on the Drawings.
- B. Owner, Contractor, Project Architect/Engineer, are those mentioned as such in the Contract Documents. They are treated throughout the Contract Documents as if each were of singular number and masculine gender.
- C. Specifications are separated into titled divisions for convenience of reference, and to facilitate letting of contracts and subcontracts. Such separations will not, however, operate to make the Project Architect/Engineer an arbiter to establish limits of subcontracts or to establish jurisdiction.
- D. The drawings, herein referred to consist of drawings prepared by the Project Architect/Engineer and are identified and incorporated in these Contract Documents.
- E. Drawings are intended to show general arrangements, design, and extent of work and are partly diagrammatic. As such, they shall not be scaled.
- F. Details take precedence over smaller scale general drawings.
- G. In case of conflict between drawings and specifications, or between drawings and other drawings, the project architect is to be contacted for clarifications.
- H. Any specific provision in any of the Contract Documents which may be in conflict or inconsistent with any of the articles in these General Conditions or the Supplementary General Conditions shall be controlling for that specific project.
- I. Should conflicts in Contract Documents occur, either in quality or quantity of work required, the

Contractor shall, unless clarification has been issued by addenda prior to receipt of bids, furnish, and install work in accordance with either of the conflicting provisions of the documents as the Project Architect/Engineer may direct.

- J. If the Contractor observes that drawings and specifications are at variance with any laws, ordinance, rules, regulations, or codes applying to the Work, he shall promptly notify the Architect Owner, and Office of Facilities and Property Management in writing, and any necessary changes will be adjusted as provided in Contract Documents. However, it is not the responsibility of the Contractor to make certain that the Contract Documents are in accordance with applicable laws, statutes, building codes, and regulations.
- K. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results
- L. Drawings consist of sheets enumerated in these Contract Documents and of such detailed drawings and instructions as will be provided during the progress of the Work, to fully explain and carry out the requirements of these specifications and the drawings.
- M. Drawings, specifications, and copies thereof furnished by the Owner are and shall remain its property. They are not to be used on another project and, with the exception of one contract set for each party to the Contract, shall be returned to the Owner's Representative on request, at the completion of the Work.

3. ADDITIONAL INSTRUCTIONS

- A. The Contractor may be furnished additional instructions, clarifications, and/or detail drawings by the Project Architect/Engineer as necessary to carry out the intent of the Work included in the Contract. The additional Drawings and/or instructions thus supplied will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the Work in accordance with the additional detail drawings and/or instructions.

4. REFERENCE STANDARDS

- A. For products or workmanship specified by association, trade or Federal standards, comply with requirements of the standard, except when more rigid requirements are specified.
- B. Obtain copy of standards when required by Contract Documents.
- C. Should specified reference standards conflict with Contract Documents, request clarification from the Project Architect/Engineer before proceeding.
- D. References to known Standard Specifications mean and intend the latest edition of said Specifications adopted and published as of the date of invitation to submit Bids. References to technical society, organization or body are made in the Specifications.
- E. Codes, industry standards and guidelines referenced in the Contract Documents include but are not limited to the following acronyms:

ADAAG	Americans with Disabilities Act Accessibility Guidelines
ACI	American Concrete Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
ANSI	American National Standards Institute (all publications)
ARI	American Refrigeration Institute
ASHRAE	American Society of Heating, Refrigeration & Air-Conditioning Engineers, Inc.
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing Materials

AWI	Architectural Woodwork Industry
AWSC	American Welding Society Code
CBM	Certified Ballast Manufacture
FM/IRI	Factory Mutual/Insurance Rating Institute
GCEHMF	Guidelines for Construction and Equipment of Hospital and Medical Facilities
IBC	International Building Code
ICEA	Insulated Cable Engineers Association
IEEE	Institute of Electrical and Electronics Engineers
IFC	International Fire Code
IFGC	International Fuel Gas Code
IMC	International Mechanical Code
IPC	International Plumbing Code
JCAHO	Joint Commission on Accreditation of Healthcare Organizations Kansas Boiler Safety Act Rules and Regulations
LSC	Life Safety Code
MRCA	Midwest Roofing Contractors Association
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NESC	National Electrical Safety Code
NFPA	National Fire Protection Association
NIST	National Institute of Standards & Technology
NRCA	National Roofing Contractors Association
OSHA	Occupational Safety and Health Act
SIGMA	Sealed Insulating Glass Manufacturers Association
SMACNA	Sheet Metal Air Conditioning National Association
UL	Underwriters Laboratories, Inc.

5. SURVEYS, PERMITS AND REGULATIONS

- A. If additional site information is required beyond that shown in the Contract Documents, the Contractor shall be responsible for all site, topography and property surveys not provided.
- B. The Contractor shall pay all fees and shall procure all applications, permits, licenses and approvals necessary for the execution of his Contract. See K.S.A. 75-3741c.
- C. The Contractor shall give all notices and comply with all State and Federal laws, codes, rules and regulations relating to the performance of the Work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.
- D. If charges for water, sewer and other utility connections made by municipalities are costs which the State is obligated to pay, the Contractor shall pay these charges where required by the Specifications.

6. SHOP DRAWINGS AND SAMPLES

- A. Shop drawings shall consist of drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are prepared by the Contractor or any Subcontractor, manufacturer, supplier or distributor, and which illustrate some portion of the work.
 1. All shop drawing submittals shall be accompanied by a transmittal letter identifying the project and listing each item being submitted. Each item submitted shall be identified by reference to the Project identification number, Specifications number and/or Drawing sheet numbers.
 2. Contractor shall submit to the Project Architect/Engineer a list of shop drawings and a tentative submittal schedule prior to the first partial payment. Submittal schedule must be updated if requested.
 3. All subcontractors, material or equipment suppliers shall submit through the Contractor-shop drawing items comprising brochures, manufacturer's catalog sheets and data specifications. After the Project Architect/Engineer's approval, one (1) copy shall remain on file with the Project

Architect/Engineer, one (1) copy shall be transmitted to the Office of Facilities and Property Management, one (1) copy shall be sent to the Owner, one (1) copy shall be kept on file in the Contractor's job. In addition to the distribution listed above, the contractor shall determine the number of additional copies required for construction use, including subcontractors and suppliers. Additional copies that may be required for the project shall be identified at the pre-construction conference. Contractor shall distribute the construction copies as required.

- B. Samples shall consist of physical examples furnished by the Contractor in sufficient size and quantity to illustrate materials, equipment or workmanship, and to establish standards by which the work will be judged. Samples shall be submitted on items called for in the Specifications or as requested by the Project Architect/Engineer.
 - 1. Submit samples in sufficient quantity to permit Project Architect/Engineer to make all necessary tests and of adequate size to show quality, type, color range, finish, and texture. Label each sample stating materials, type, color, thickness, size, project name, identification number, and Contractor's name.
 - 2. Submit transmittal letter requesting approval, and prepay transportation charges to Architect/Engineer's office on samples forwarded.
 - 3. Materials installed shall match approved samples.
- C. The Contractor shall review shop drawings and samples and shall place his stamp and/or signature thereon as evidence that he has checked each item, and shall submit same with reasonable promptness and in orderly sequence so as to cause no delay in the Work or in the work of any other Contractor. The Contractor shall inform the Project Architect/Engineer in writing of any deviation in the shop drawings or samples from the requirements of the Contract Documents. Contractor shall be responsible for all corresponding changes due to deviations in details, dimensions, and costs involved with other trades.
- D. By stamping and submitting shop drawings and samples, the Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers, and similar data, and that he has checked and coordinated each shop drawing and sample with the requirements of the work and of the Contract Documents. Drawings not so noted will be returned without being examined by the Project Architect/Engineer.
- E. The Project Architect/Engineer will review and approve shop drawings and samples with reasonable promptness so as to cause no delay, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents. The Project Architect/Engineer's approval of a separate item shall not indicate approval of an assembly in which the item functions, nor shall the Project Architect/Engineer's approval relieve the Contractor from responsibility for errors or omissions in shop drawings or samples.
- F. The Contractor shall make any corrections required by the Project Architect/Engineer and shall resubmit the required number of corrected copies of shop drawings or new samples until approved. Resubmitted items shall be identified as such on the items and the transmittal letter.
- G. The Contractor shall direct specific attention in writing on resubmitted shop drawings to revisions other than the corrections requested by the Project Architect/Engineer on previous submissions. Corrections or changes indicated on shop drawings shall not be considered an extra work order.
- H. No work requiring a shop drawing or sample submission shall be commenced until the submission has been approved by the Project Architect/Engineer. All such work shall be in accordance with approved shop drawings and samples.
- I. The Contractor shall keep on the site of the Work, an approved or confirmed copy of the shop drawings, Drawings and Specifications, and shall at all times give the Owner access thereto.
- J. All drawings for any one Contract should be numbered consecutively and shall bear the name, project identification number, and location of the project, the name of the Contractor, the date of the drawing, and the date of each correction or revision.

- K. The Contractor submitting late, inadequate or incorrect shop drawings shall be responsible for damages and delays should submittals be rejected by the Project Architect/Engineer.

7. MATERIALS AND WORKMANSHIP

- A. Materials and fixtures shall be new and of latest design and current manufacture unless otherwise specified as approved by the Project Architect/Engineer. All Work shall be performed by competent workers and shall be of best quality.
- B. The Contractor shall carefully examine the plans and specifications and shall be responsible for the proper fitting of his material, equipment, and apparatus into the building.
- C. The Contractor shall base his bid only on the Contract Documents. Contractor may make a written proposal to the Project Architect/Engineer to use alternate materials or fixtures, but the Project Architect/Engineer's decision shall be final. Refer to Article 10 - "Or Approved Substitute" Clause.
- D. Should the Contract Documents fail to adequately describe materials or goods to be used, it shall be the duty of the Contractor to inquire of the Project Architect/Engineer what is to be used and to supply it at the Contractor's expense or else thereafter replace it to the Project Architect/Engineer's satisfaction. As a minimum, the Contractor shall provide the quality of materials as generally specified throughout the Contract Documents.
- E. Materials and workmanship shall be subject to inspection, examination, and test by the Project Architect/Engineer, the Construction Representative and the Owner's Representative at any and all times during manufacture, installation, and construction on any of them, at places where such manufacture, installation, or construction is carried on. The Project Architect/Engineer shall have the authority and right to reject defective materials and workmanship or to require correction.
- F. Materials prohibited by governmental authority or regulation from being used in construction shall not be used on this project.
- G. The Contractor shall promptly remove, at his expense, all rejected materials from work site.
- H. When a material has been approved, no change in brand or make will be permitted unless:
1. Manufacturer cannot make satisfactory delivery, or
 2. Material delivered fails to comply with contract requirements.
 3. No change can be made without the Project Architect/Engineer's approval
- I. In order that ready availability of materials, parts, or components for repair, replacement, or expansion may be assured, all such materials, parts and components shall be obtained where feasible from sources which maintain a regular, domestic stock.
- J. Reference to "standard" specifications of any association or manufacturer, or codes of State authorities, refers to the most recent printed edition or catalog in effect on the date which corresponds with date of the Contract Documents.
- K. Whenever reference is made in the Specifications that work shall be "performed," "applied," "installed," "finished," "tested," or "connected," in accordance with the "manufacturer's directions or instruction," the Contractor to whom those instructions are directed shall furnish printed copies of such instructions when requested by the Project Architect/Engineer before execution of the work.

8. ALLOWANCES

- A. The Contractor shall include in the contract sum all allowances stated in the Contract Documents. Items covered by these allowances shall be supplied for such amounts and by such persons as the Owner may direct, but the Contractor will not be required to employ persons against whom he makes a reasonable objection.
- B. Unless otherwise provided in the Contract Documents:

1. These allowances shall cover the cost to the Contractor, less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes;
2. The Contractor's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the contract sum and not in the allowance;
3. Whenever the cost is more than or less than the allowance, the contract sum shall be adjusted accordingly by Change Order, the amount of which will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses.

9. INSPECTION AND TESTING OF MATERIALS

- A. All work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records shall be made available by the Contractor to authorized representatives and agents of State government.
- B. If a portion of the Work is covered contrary to the Project Architect/Engineer's request or to requirements specifically expressed in the Contract Documents, it shall, if required in writing by the Project Architect/Engineer or the Owner's Representative, be uncovered for the Architect's observation and be replaced and recovered at the Contractor's expense with the proper personnel in a timely manner as approved by the Owner, without change in the Contract Time.
- C. If a portion of the Work has been covered which the Architect or the Owner's Representative has not specifically requested to observe, prior to its being covered, the Project Architect/Engineer or the Owner's Representative may request to see such Work, and it shall be uncovered by the Contractor who will furnish the necessary facilities, labor and materials. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work is not in accordance with the Contract Documents, the Contractor shall pay such costs unless the condition was caused by the Owner or a separate contractor in which event the Owner will be responsible for payment of such costs.
- D. Unless otherwise provided, Contractor shall provide all testing as outlined in the Contract Documents by approved independent testing agencies. Copies of tests reports shall be sent to Office of Facilities and Property Management, the Owner, and the Project Architect/Engineer and the Contractor by the testing agency.
- E. If any work is required to be specially tested or approved, the Contractor shall give the Project Architect/Engineer, Construction Representative and the Owner's Representative a minimum of five working days notice of date for such inspection. Such materials and equipment requiring testing, shall be tested in accordance with accepted or specified standards, as applicable. Unless otherwise called for in the Specifications, the laboratory or inspection agency shall be accepted by the Project Architect/Engineer and the Contractor will pay all costs incurred by the specified testing and laboratory procedures. Should retesting be required, due to failure of initial testing, the cost of such retesting shall be borne by the Contractor.
- F. The cost of any testing performed by manufacturers or contractors for the purpose of substantiating acceptability of proposed substitution of materials and equipment, or the necessary conformance testing in conjunction with manufacturing processes or factory assemblage, shall be borne by the Contractor or manufacturer responsible.
- G. On the basis of the test results, materials, equipment, or accessories may be rejected even though general approval has been given. If items have been incorporated in the Work, the Project Architect/Engineer will have the right to cause their removal and replacement, without cost to the Owner, by items meeting contract requirements or to demand and secure such reparation to the Owner from the Contractor as is equitable.
- H. The Project Architect/Engineer reserves the right to require the Contractor to furnish a certificate guaranteeing that material or equipment as submitted complies with contract requirements. If statement originates with manufacturer, the Contractor shall endorse all claims and submit statement

in his own name.

10. "OR APPROVED SUBSTITUTE" CLAUSE

- A. Whenever in the Contract Documents any article, appliance, device, or material is designated by the name of a manufacturer, vendor, or by any proprietary or trade name, the words "or approved substitute", shall automatically follow and shall be implied unless specifically indicated otherwise. The standard products of manufacturers other than those specified will be accepted when, it is proven in writing via product literature to the satisfaction of the Project Architect/Engineer they are equal in design, spare parts availability, strength, durability, usefulness, serviceability, operation cost, maintenance cost, and convenience for the purpose intended. The written product literature shall include information to allow a complete comparison of the proposed product. Any changes required in the details and dimensions indicated in the Contract Documents for the substitution of standard products other than those called for shall be properly made and approved by the Project Architect/Engineer at the expense of the Contractor requesting the substitution or change. No substitutions will be permitted for components of extensions to existing systems when, in the opinion of the Project Architect/Engineer, the named manufacturer must be provided in order to insure compatibility with the existing systems, including, but not limited to, fire alarms, smoke detectors, controls, etc.
- B. No substitution shall be purchased or installed by the Contractor without the Project Architect/Engineer's written approval. Requests for approval of substitutions must be made in a timely manner. (See applicable section of the "Instructions to Bidders").
- C. It shall be understood that the use of materials or equipment other than those specified, or approved substitute by the Project Architect/Engineer, shall constitute a violation of Contract, and that the Project Architect/Engineer shall have the right to require the removal of such materials or equipment and their replacement with the specified materials or equipment at the Contractor's expense.

11. SUBSURFACE AND LATENT CONDITIONS FOUND DIFFERENT

- A. Should the Contractor encounter subsurface or latent conditions at the site materially differing from those indicated in the Contract Documents, he shall immediately stop work in the area where differing conditions are found and give notice to the Project Architect/Engineer, Owner, and Office of Facilities and Property Management, of such conditions before they are further disturbed. The Project Architect/Engineer will thereupon promptly investigate the conditions, and if he finds that they materially differ from those indicated in the Contract Documents, he will at once make such changes as he may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Article 12 - Changes in Work, of the General Conditions.

12. CHANGES IN WORK

- A. No changes in the work covered by the Contract Documents shall be made without having such change executed in writing by Contract Change Order and approved by the Project Architect/Engineer, Owner, Director of Office of Facilities and Property Management and the Director of Accounts and Reports. Any change in the work performed by the Contractor without signed approval shall be done at the Contractor's expense.
- B. In cases of emergency, or as needed to expedite the work in a timely manner, the Project Architect/Engineer may authorize, in writing, changes in, or additions to, Work to be performed or material to be furnished pursuant to the provisions of the Contract. These field orders shall be incorporated into formal Contract Change Orders at a later date.
- C. Changes in the work covered by Contract Change Order include, but are not limited to: extension or reduction in project completion time, charges or credits resulting from changes in construction. A Change Order is the sole remedy for the contractor. No request may reserve the right to additional compensation or remedies related to work in the request regardless of any language to the contrary. Charges or credits to the contract sum for work covered by the approved change order shall be determined by one or more, or a combination of the following methods:
 - 1. By an acceptable unit price or lump sum proposal from the Contractor and the Subcontractors of

any tier. Proposal shall include all take-off sheets of each Contractor and Subcontractor of any tier. Breakdowns shall include a listing of each item of material with unit prices and number of hours of labor for each task. Labor cost per hour shall identify the base labor rate and applicable fringe benefits plus associated expenses for social security, worker's compensation, and federal and state unemployment.

2. By a cost-plus-fixed-fee (percentage) basis with maximum price, total cost not to exceed maximum specified.
 3. By unit prices contained in the Contractor's original proposal and incorporated in the Construction Contract. Unit prices contained in the Contractor's original proposal are understood to include the Contractor's overhead and profit. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order that application of such unit prices to quantities of the Work proposed will cause substantial inequity to the Owner or to the Contractor, the applicable unit prices shall be equitably adjusted.
- D. Overhead and profit on Change Orders shall be applied as follows:
1. The overhead and profit charged by the Contractor shall be considered to include, but not limited to, performance bond, builder's risk and public liability insurance, job site office expense, incidental job supervision, field supervision, company benefits, general office overhead, and cost associated with the preparation of design documents, layout drawings, or shop drawings. The percentages for overhead and profit charged on Change Orders shall be negotiated and may vary according to the nature, extent, and complexity of the Work involved but in no case shall exceed the following:

OVERHEAD AND PROFIT FOR ADD CHANGE ORDERS

	Overhead	Profit	Fee
To Contractor on work performed by other than his own forces:	0%	0%	10%
To First level subcontractor on work performed by his subcontractors:	0%	0%	10%
To Contractor and/or his sub contractors for that portion of work performed with their respective forces:	10%	10%	0%

2. On proposals covering both increases and decreases in the amount of the Contract, the application of overhead and profit shall be on the net change indirect cost for the Contractor or Subcontractor of any tier performing the Work.
 3. The percentages for overhead and profit credit to the Owner on Change Orders that are strictly decreases in the Quantity of work or material shall be negotiated and may vary according to the nature, extent, and complexity of the Work involved.
- E. No claim for an addition to the Contract sum will be valid unless authorized as aforesaid in writing by the Project Architect/Engineer. In the event that none of the foregoing methods are agreed upon, the Project Architect/Engineer may require the contractor to complete the work by force account. The cost of such Work will be determined by the Contractor's actual labor and material cost to perform the work plus applicable overhead and profit as outlined above recorded on a daily basis. The Owner's Representative and the Project Architect/Engineer will verify daily the Contractor's time and material for the Work.
- F. Any work completed by the Contractor outside the original project scope without written approval from the Project Architect/Engineer will be deemed as a waiver by the Contractor for additional compensation for said work.

- G. The Owner will either accept or reject a change order within (14) calendar days after receipt of complete change order pricing and documentation from the Contractor as outlined in this Article.

13. SEPARATE CONTRACTS

- A. When separate Contracts are awarded for different portions of the Project or other work at the site, the term Contractor in the Contract Documents in each case shall mean the contractor who executes each separate Contract with the Owner. The term Prime Contractor shall mean that specific contractor established by the Contract to serve as coordinator and director of all work, and all contractors placed under the contractual authority of the prime contractor shall provide work for the project in accordance with the direction of the prime contractor. Failure to abide by this provision shall constitute a breach of Contract.
- B. The Owner reserves the right to perform work related to the project with his own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar conditions of the Contract. All contractors shall fully cooperate with each other and carefully fit the work to that provided under other contracts as may be directed by the Owner. It shall be the duty of each Contractor to whom Work may be awarded, as well as all Subcontractors of any tier employed by them, to communicate immediately with each other in order to schedule Work, locate storage facilities, etc., in a manner that will permit all Contractors to work in harmony in order that Work may be completed in the manner and within the time specified in the Contract Documents.
- C. No Contractor shall delay another Contractor by neglecting to perform his work in the proper sequence. Each Contractor shall be required to coordinate his work with other Contractors so as to afford others reasonable opportunity for execution of their work. Any costs caused by defective or ill-timed work, including actual damages, if applicable, shall be borne by the Contractor responsible therefore.
- D. The Contractor shall not claim from the Owner money damages or extra compensation under this Contract when delayed in initiating or completing his performance hereunder, when the delay is caused by labor disputes, acts of God, or the failure of any other Contractor to complete his performance under any Contract with the Owner, where any such cause is beyond the Owner's reasonable control.
- E. Progress schedule of the Contractor for the Work shall be submitted to other Contractors as necessary to permit coordinating their progress schedules.

14. SUBCONTRACTS

- A. The Contractor may utilize the services of specialty subcontractors on those parts of the Work, under normal contracting practices, as performed by such subcontractors.
- B. Unless otherwise required by these Contract Documents or the Bidding Documents, the Contractor, within ten (10) days after the award of the Contract, shall furnish to the Project Architect/Engineer and the Director of Office of Facilities and Property Management in writing the names of the persons or entities proposed for each of the principal subcontracted portions of the work. The Contractor shall not award any work to any subcontractor found unqualified by the Project Architect/Engineer, Office of Facilities and Property Management, or the Owner.
- C. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- D. Nothing contained in Contract Documents shall create any contractual relation between any subcontractor and the Owner.
- E. The Contractor, by written agreement, shall require each subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to the Contractor by the terms of these Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these documents, assumes toward the Owner and the Project Architect/Engineer. Said agreement shall preserve and protect the rights of the Owner under the Contract Documents. Where

appropriate, the Contractor shall require each subcontractor to enter into similar agreements with his sub-subcontractors.

15. MUTUAL RESPONSIBILITY OF CONTRACTORS

- A. If, through acts of neglect on the part of the Contractor, any other contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to promptly settle with such other contractor or subcontractor by agreement or otherwise to resolve the dispute. If such other contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and hold harmless the Owner against any such claim.

16. PROJECT ARCHITECT/ENGINEER'S AUTHORITY

- A. The Project Architect/Engineer is retained by and is responsible to the Secretary of Administration and the Office of Facilities and Property Management.
- B. The Project Architect/Engineer shall determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are provided under this Contract and shall decide all questions which may arise in relation to said Work and the construction thereof. In case any question shall arise between the parties hereto relative to said Contract or Specifications, the determination or decision of the Project Architect/Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this Contract affected in any manner or to any extent by such question.
- C. The Project Architect/Engineer shall decide the meaning and intent of any portion of the Contract Documents where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this Contract and other contractors performing work on this Project for the Owner shall be adjusted and determined by the Project Architect/Engineer.
- D. The Project Architect/Engineer shall provide responsible Construction Administration. After consultation with the Owner and Office of Facilities and Property Management he has authority to stop the Work whenever such stoppage may be necessary to insure proper execution of the Contract.
- E. The Project Architect/Engineer is the interpreter of the conditions of the Contract and the judge of its performance; as such, he shall side neither with the Owner nor with the Contractor, but shall use his powers under the Contract to enforce its faithful performance by both.
- F. He shall, within a reasonable time, act on submittals and make decisions on all matters relating to the progress of the Work or the interpretation of the Contract Documents.
- G. The Project Architect/Engineer's decisions are subject to review by the Director of the Office of Facilities and Property Management.
 - 1. All claims must be brought to the attention of the Director within ten (10) days of the Project Architect/Engineer's decision which is being reviewed. The Director or his designee shall meet with the Contractor and Project Architect/Engineer to hear the positions of both parties. The director may designate alternative procedures to receive and review the positions of the parties. If a negotiation committee was assembled to select the Project Architect/Engineer, the director may delegate the decision making power to those individuals. The director, his designee or the negotiating committee shall render a decision within thirty (30) days of the hearing.

17. DUTIES OF THE CONTRACTOR

- A. The Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, and superintendence, and coordination of subcontractors necessary to execute, complete, and deliver the work within the specified time. Whenever the Contract Documents indicate work to be performed by the Contractor, it shall mean at the Contractor's expense.
- B. Properly prepare all Work to receive subsequent Work or finish. Notify the Project Architect/Engineer if

any Work is unsatisfactory to receive such subsequent Work or finish and receive his instructions before proceeding.

- C. The Contractor shall supply sufficient and competent supervision and personnel, and sufficient material, plant, and equipment to prosecute the Work with diligence to insure completion thereof within the time specified in the Contract Documents, and shall pay when due any laborer, Subcontractor of any tier, or supplier.
- D. The Contractor, if an individual, shall give the Work an adequate amount of personal supervision, and if a partnership or corporation or joint venture the Work shall be given an adequate amount of personal supervision by a partner or executive officer, as determined by the Owner's Representative.
- E. The Project Architect/Engineer, Office of Facilities and Property Management, and the Owner's Representative shall, at all times, have access to the Work; and Contractors shall provide proper facilities for such access.
- F. The Contractor and each of his Subcontractors of any tier shall submit to the Owner such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data as the Owner may request concerning work performed or to be performed under the Contract.
- G. The Contractor shall be represented at the site by a competent superintendent or foreman from the beginning of the Work until its final acceptance, unless otherwise permitted by the Owner's Representative. The superintendent or foreman for the Contractor for the general building Work shall exercise general supervision over all Subcontractors of any tier engaged on the Work with decision making authority of the Contractor. It is understood that such representative shall be acceptable to the Project Architect/Engineer, Owner, and the Office of Facilities and Property Management, and shall not be replaced without written permission before the project is completed unless he ceases to be on the Contractor's payroll. The superintendent shall be replaced upon request of the Owner.
- H. The Contractor shall attend preconstruction conference with all of his appropriate subcontractors.
- I. The Contractor shall attend all project meetings with all of his appropriate subcontractors.
- J. The superintendent or foreman shall establish and maintain a permanent benchmark to which access may be had during the progress of the Work, shall give all lines and levels, and shall be responsible for the correctness of such. The contractor shall retain the services of a registered land surveyor for the project construction staking and layout if referenced in the Supplemental General Conditions.
- K. No pleas as to act, orders or supervision of the Architect, the Owner, or any other person shall be admitted in justification of any errors in construction or departure from terms of the Contract, except for duly executed change orders, additional instructions or additional supplemental contracts, in writing, signed by the Owner.
- L. The Contractor shall be responsible for layout of his own work and for any damage which may occur to work of any other Contractor or subcontractors of any tier, because of errors or inaccuracies on the part of this Contractor and his Subcontractor of any tier as well as be responsible for unloading, uncrating, and handling of all materials and equipment to be erected or placed by him, whether furnished by the Contractor or others. The Contractor is further responsible that the layout of work by Subcontractors of any tier which shall be coordinated with layouts of all general construction Work and all other subcontract work. Unless otherwise directed by the Owner's Representative, salvage materials, waste, and scrap resulting from such work shall be promptly removed from the site by the Contractor, at his expense.
- M. The Contractor shall limit operations and storage of materials to the area within the project limit lines shown on drawings, except as necessary to connect to existing utilities, shall not encroach on neighboring property, and shall exercise caution to prevent damage to existing structures.
- N. The contractor shall follow procedures outlined below for all utility outages/tie-ins:
 - 1. All shutting of valves, switches, etc shall be in conjunction with or by the Owner's personnel.

2. The Contractor shall request an outage/tie-in meeting at least two weeks before the outage/tie-in is required.
 3. The Owner's Representative will schedule an outage/tie-in meeting at least one week prior to the outage/tie-in.
 4. The following individuals shall attend this meeting:
 - (a) Owner's Representative
 - (b) Contractor's Superintendent
 - (c) Subcontractor's of any tier performing the Work
 5. The Contractor shall be prepared to discuss the following at this meeting:
 - (a) Date and time of proposed outage/tie-in.
 - (b) Detailed work plan to be followed during the outage and the total time required to complete all work.
 - (c) Work force to be employed during the outage.
 - (d) Owner and/or utility responsibilities during the outage.
 - (e) Contingency plan in case of complications (i.e., the availability of additional personnel and materials) during the outage.
 6. The Contractor shall be aware that the outage/tie-in time and date is subject to approval by the Owner's Representative.
- O. The Contractor shall coordinate all Work so there shall be no prolonged interruption of existing equipment and services. Any existing plumbing, heating, ventilation, air conditioning, or electrical disconnection necessary, which affect portions of this construction or building or any other building, must be scheduled with the Owner's Representative to avoid any disruption of operation within the building under construction or other buildings or utilities. In no case shall utilities be left disconnected at the end of a work day or over a weekend. Any interruption of utilities, either intentionally or accidentally, shall not relieve the Contractor from repairing and restoring the utility to normal service. Repairs and restoration shall be made before the workers responsible for the repair and restoration leave the job.
- P. The Contractor shall promptly remedy damage and loss to property referred to in this Article caused in whole or in part by the Contractor, a Subcontractor of any tier, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable, and for which the Contractor is responsible under this Article.
- Q. The Contractor shall be responsible for protection, including weather protection, and proper maintenance of all equipment and materials installed, or to be installed by him.
- R. The Contractor shall be responsible for care of his finished Work and must protect same from damage or defacement until acceptance by Owner. All damaged or defaced work shall be repaired or replace to the Owner's satisfaction, without cost to the Owner.
- S. The Contractor shall comply with all applicable ordinances and regulations. The Contractor shall save the Owner and the Project Architect/Engineer harmless as a result of any failure to do so.
- T. Required Code inspections necessary for Occupancy

It is the responsibility of the Contractor to coordinate with the OFPM inspectors to schedule required code inspections. The agency and the project architect/engineer are to be informed of all scheduled required code inspections.

Code inspections (if component is included in the project) are required to be performed by OFPM prior to covering work. These inspections include but are not limited to:

1. Footings and Foundations
2. Underfloor/Underslab
3. MEP Underground (not associated with underfloor/underslab)
4. Framing
5. In-Wall
6. Fire-resistive assemblies and fire-resistant penetrations
7. Above Ceiling
8. Fire Alarm
9. Sprinkler and Standpipe
10. Emergency Lighting
11. Back-up Power Sources
12. Fire Pump
13. Elevator
14. Roof inspections (including tear-off, insulation, membrane placement, flashing)
15. Emergency Power
16. Smoke Control Systems
17. Pressure testing of all piping
18. Locking systems
19. Final Inspections (including exit path and ADAAG verification)

(This information is also outlined on the Occupancy Checklist form located on our website at www.da.ks.gov/fp/.)

The required code inspections shall be coordinated with OFPM inspector via individual cell telephones. Telephone contact is to be a minimum of 3 work days prior to anticipated inspection. Inspection confirmation may occur via e-mail after telephone coordination. Failure to coordinate a scheduled inspection with a minimum of 3 work days may result in no inspection and subsequent denial of a Certificate of Occupancy.

An **Inspection Record** will be issued by OFPM inspectors for each required inspection. The Inspection Record will indicate when the inspection is approved. If a deficiency is noted, it will be the responsibility of the contractor to coordinate solution of the deficiency with the Project Architect/Engineer and to correct all noted deficiencies as directed by the Project Architect/Engineer. Issuance of the Certificate of (Partial) Occupancy is dependent on resolution of all deficiencies.

(Please note: The inspector, noted in Item 1 above, is to be notified of each required inspection. The inspector, at his discretion, may defer this inspection. The inspector will inform the contractor and agency representative regarding who will be performing the inspection.)

- U. When requested by the Project Architect/Engineer, Construction Representative, and the Owner's Representative, the Contractor, at no extra charge, shall provide a safe means for examination of work in progress or completed.
- V. No project signs shall be erected without the approval of the Owner's Representative.
- W. The Contractor shall verify all measurements. No extra charges or compensation will be allowed as a result of the failure to verify dimensions before ordering materials or fabricating items.
- X. The Contractor shall provide, at the proper time, such material as required for support of the Work. If openings or chases are required, whether shown on drawings or not, the Contractor shall see they are properly constructed. If required openings or chases are omitted by the Contractor, the Contractor shall provide them at the Contractor's own expense, but only as directed by the Project Architect/Engineer.
- Y. The Contractor shall maintain at his own cost and expense, adequate, safe and sufficient walkways, platforms, scaffolds, ladders, hoists, and all necessary, proper, and adequate equipment, apparatus, and appliances useful in carrying on the Work and to make the place of work safe and free from

avoidable danger, and as may be required by safety provisions of applicable laws, ordinances, rules, regulations, and building and construction codes.

- Z. The Contractor shall be responsible for removal of all rubbish, debris, and dirt resulting from the Work and shall clean up as requested by the Project Architect/Engineer, Construction Representative, and the Owner's Representative. The Contractor shall be responsible for the cost of clean up and removal from premises. All debris resulting from said removal shall be disposed of off State owned property at an authorized dump site. The building and premises shall be kept clean, safe, in a workmanlike manner, and in compliance with OSHA standards at all times. At completion of Work, all dirt, stains, and smudges shall be removed from every part of the building, all glass in doors and windows shall be washed, and entire Work shall be left broom clean in a finished state ready for occupancy. The Contractor shall advise his Subcontractors of any tier of this provision, and the Contractor shall be fully responsible for leaving the premises in a finished state ready for use to the satisfaction of the Owner's Representative. In detention facility projects, the contractor shall return all security related shop drawings to the Owner.
- AA. The Contractor shall accurately record on blue line prints all changes to the original plans made during the installation of the work. The Contractor shall also record all changes to the original specifications made during the installation of the work. The Contractor shall maintain an updated set of Record Documents (both drawings and specifications) at the job site throughout construction (if there is an on-site office). This set of Record Documents shall include all addenda, change orders, field revisions, changes, and alterations that occur during construction and shall be furnished, in good condition, to the Project Architect/Engineer prior to completion of the project.
- BB. The Contractor shall establish and be responsible for wall and partition locations. Other Contractors and Subcontractors of any tier shall observe these locations and be responsible for setting their sleeves, openings, or chases.
- CC. The Contractor for construction work shall pump, bail, or otherwise keep general excavations free of water. Subcontractors of any tier shall keep their individual excavations free of water in an approved manner. The Contractor shall keep all areas free of water before, during, and after concrete placement.
- DD. The Contractor shall be responsible for cutting, fitting or patching required to complete the work or to make its parts fit together properly.
- EE. The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching, or otherwise altering such construction or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and such separate contractor, such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or separate contractor the Contractor's consent to cutting or otherwise altering the Work.
- FF. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the Contract Documents, and shall complete the entire Work to the extent of quality and workmanship implied by the Contract Documents and in a manner which will warrant acceptance by the Project Architect/Engineer, the Owner, and the Office of Facilities and Property Management.
- GG. Contractors and Subcontractors employed upon Work shall be required to conform to labor and employment laws of the State of Kansas and various acts amendatory and supplementary thereto and to other laws, ordinances and legal requirements applicable thereto.
- HH. The Contractor shall be responsible for the conduct of Contractor's employees and the employees of subcontractors and suppliers on the work site. The Contractor shall take immediate steps to remedy any activity which may be construed as discriminatory or which creates a hostile work environment. Activities covered by this provision include, but shall not be limited to, signs or language that are vulgar, profane or racially or sexually derogatory.
- II. The contractor shall inspect the building and complete deficiencies before the Project Architect/Engineer's final inspection in order to avoid long and multiple punch lists. The building shall

be cleaned before the final inspection to allow all defects to be noticed at the final inspection and reduce late additions to the punch list.

18. PROTECTION OF WORK AND PROPERTY

- A. In the event of temporary suspension of work, or during inclement weather, or whenever the Project Architect/Engineer shall direct, the Contractor shall, and shall cause his subcontractors to carefully protect his and their work and materials against damage from the weather. If, in the opinion of the Project Architect/Engineer, any work or materials that have been damaged by reason of failure on the part of the Contractor or any of his subcontractors to protect the work, such materials shall be removed and replaced at the expense of the Contractor.
- B. The Contractor shall at all times safely guard the Owner's property from damage or loss in connection with his Contract. He shall at all times safely guard and protect his own work, and that of adjacent property, from damage. The Contractor shall replace or make good any such damage or loss unless such be caused directly by errors contained in the Contract Documents, or by the Owner, or his duly authorized representative.
- C. In case of an emergency which threatens loss or damage of property, or safety of life, the Contractor will be allowed to act, without previous instructions from the Project Architect/Engineer, in a diligent manner. He shall notify the Project Architect/Engineer promptly thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Project Architect/Engineer for approval as provided for in Article 12 - Changes in Work, herein.
- D. The Contractor shall be responsible for and shall pay for all damage to building, walks, pavement, steps, plantings, lawns and any other property which is caused by construction activity. Any such damage shall be corrected by repair or replacement as directed by the Project Architect/Engineer and in a manner acceptable to the Owner.
- E. Transport, handle, store and erect materials in a manner to keep them free from damage.
- F. Support no runways, ramps or construction equipment on or transport over any items or assemblies subject to displacement, disfigurement or other damage.
- G. Protect Work in place which requires job-finishing until said finishing has been completed.
- H. Protect previously placed Work with suitable coverings or other protections during installation of subsequent Work. Remove any foreign materials from surfaces, and then clean same immediately with materials that will not damage finished Work (brick, aluminum, etc.) to the satisfaction of the Project Architect/Engineer.

19. RECEIVING AND STORING MATERIALS AND EQUIPMENT

- A. Upon receipt of materials and equipment at the job site or another authorized point of delivery, Contractor shall have an authorized person present to check all items for in-transit damage and to make arrangements to replace any damaged materials or equipment in ample time to prevent delay to its scheduled installation.
- B. At the point of receipt of materials and equipment, the Contractor shall have sufficient experienced personnel present to unload all items and prepare and locate them for proper storage prior to their installation.
- C. Wherever possible, deliver materials and equipment in manufacturers' original crates, boxes or packages, keeping identifying labels intact until installation and final acceptance and cleaning. Where items are to be job-assembled, label, tag, mark or otherwise properly identify each component part until incorporated in the Work.
- D. Provide waterproof, well-ventilated enclosures for storage of materials and equipment subject to damage by dampness, frost, freezing, etc. Location for said enclosures shall be where approved by the Owner.

- E. Storage of materials and equipment outside on pallets with any type of covering material over them will not be allowed, unless permission to do so has been documented in writing by the Architect or Engineer.
- F. Remove from the premises and replace with new, any materials and equipment determined, in writing, by the Project Architect/Engineer to be in any condition not acceptable for use on the Project.

20. SAFETY

- A. The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner's Representative and Architect.
- B. Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws and building and construction codes shall be observed. Machinery, equipment and hazardous conditions shall be guarded, including warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America; and Occupational Safety and Health Standards, published by Occupational Safety and Health Administration, U.S. Department of Labor; or their successor publications., latest and best edition, amendments or addenda.
- C. All contractors/suppliers hereby agree to comply with all applicable occupational safety, health and environmental laws, regulations, standards, codes and/or ordinances at all times from inception through completion of this Contract. This includes, but is not limited to, the Hazard Communication Standard under the Occupational Safety and Health Act (for information and free assistance, contact the Kansas Department of Labor, Division of Industrial Safety and Health, 512 S.W. 6th Street, Topeka, Kansas 66603-3150, telephone 913-296-4386); and the Emergency Planning and Community Right-to-Know Act (for information and free assistance, contact the Kansas Department of Health and Environment Right-to-Know Program, 109 S.W. 9th Street, Suite 501, Topeka, Kansas 66612-1290, telephone (785-296-1690).
- D. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of authorities having jurisdiction bearing on safety of persons or property or their protection from damage, injury, or loss.
- E. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- F. The Contractor shall be responsible for the safety of all persons while on the construction site. The Contractor shall maintain construction area safety which may include providing and maintaining warning signs, lights, signal devices, barricades, guard rails, fences, and other devices appropriately located on site which shall give proper and understandable warning to all persons of danger, entry onto land, structure, or equipment as required by code and all other regulatory requirements.
- G. If the Contractor encounters on the site, material believed to be hazardous which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Architect and the Owner's Representative in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Architect and Contractor if in fact the material is hazardous and has not been rendered harmless. Hazardous materials are those as defined by Kansas Department of Health and Environment's response list.
- H. The Contractor shall promptly take precautions which are necessary and adequate against conditions created during the progress of the Contractor's activities hereunder which involve a risk of bodily harm to persons or a risk of damage to property. The Contractor shall continuously inspect Work, materials, and equipment to discover any such hazardous conditions and shall be solely responsible for correction of any such conditions.
- I. It shall be the sole responsibility of the Contractor to enforce or direct safety rules or procedures. It

shall not be the responsibility of the Owner or Project Architect/Engineer to enforce or direct safety rules or procedure.

- J. Contractor shall hold harmless and indemnify the Owner and Project Architect/Engineer from damages and expenses from any and all claims related to this Article for bodily injury or property damage or expenses incurred by any person or firm.
- K. The Contractor shall properly execute the work before proceeding to the next step in sequence so as not to endanger the safety of all persons while on the construction site.

21. CORRECTION OF THE WORK

- A. The Contractor shall promptly correct Work rejected by the Project Architect/Engineer for failing to conform to the requirements of the Contract Documents, whether observed before or after final completion. The Contractor shall bear costs of correcting such rejected Work, including additional testing and inspections and compensation for the Project Architect/Engineer's services and expenses made necessary thereby.
- B. The Contractor shall remove from the site, at his expense portions of the Work which are not in accordance with the requirements of the Contract Documents and not accepted by the Project Architect/Engineer.
- C. If the Contractor defaults or neglects to carry out the work in accordance with the Contract Documents or fails to perform any provision of the Contract, the Owner may, after ten (10) days written notice from the Project Architect/Engineer to the Contractor and without prejudice to any other remedy he may have, make good such deficiencies. In such case, an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including the cost of the Project Architect/Engineer's additional services made necessary by such default, neglect or failure. Such Change Order **shall not** require the approval of the Contractor.
- D. The Contractor and his surety shall be and remain liable to the Owner for any excess cost or damages occasioned to the Owner as the result of the actions set forth in this Article.
- E. If the Project Architect/Engineer accepts Work which is not in accordance with the Contract Documents, he may do so instead of requiring its removal and correction, in which case the Contract Sum will be adjusted as appropriate and equitable. Such adjustment shall be made whether or not final payment has been made.

22. CONSTRUCTION SCHEDULE AND REPORTS

- A. At the Pre-construction conference, the Contractor shall present to the Project Architect/Engineer a construction schedule and a Schedule of Values. The Contractor (or designated prime contractor) shall coordinate each contractor's or subcontractor's schedule and establish a mutually acceptable schedule for the entire progress of the Work and shall deliver the schedule to the Project Architect/Engineer in a form satisfactory to the Office of Facilities and Property Management and the Owner. Schedule shall be coordinated with and approved by the Project Architect/Engineer, the Owner, and Office of Facilities and Property Management.
- B. Include in the construction schedule the number of allowed adverse weather days as noted in Document E, Article 50 of this manual.
- C. The construction progress schedule shall include as a minimum the following detail:
 - 1. The proposed schedule for tasks identified in the Schedule of Values in bar chart form.
 - 2. Important milestones which may impact the construction progress schedule shall be identified by a critical path schedule using either bar chart or the Critical Path Method. Projects with construction costs below \$250,000 shall require a bar chart schedule. Projects with construction costs above \$250,000 shall require both a bar chart schedule and a Critical Path Method schedule.

3. Anticipated monthly payments for the duration of the project by the Owner based on the rate of progress proposed by the Contractor upon request.
 4. Submission dates of all details and shop drawings.
 5. Procurement and delivery dates for all equipment and material.
 6. Weekly breakdown of work and activities for each major component of work. Define special items as directed by the Project Architect/Engineer.
 7. Intended time for starting and completing each activity including indication of float time.
- D. There will be no payment of any periodic estimate until the Contractor's list of Material Suppliers, Construction Progress Schedule, and Schedule of Values have been approved by the Project Architect/Engineer.
- E. The construction progress schedule shall be maintained current at all times by the Contractor (or the designated prime contractor). Revisions shall be made in the same detail as the original and shall be accompanied by written explanation of the reasons for the revision and shall be subject to the approval of the Project Architect/Engineer. Copies of the revised construction progress schedule shall be delivered to the Project Architect/Engineer, Owner, and the Office of Facilities and Property Management monthly during the course of the Work.
- F. The Contractor (or designated prime contractor) shall submit monthly to the Project Architect/Engineer progress reports showing actual percentage of each activity completed, estimated future progress and anticipated completion time of such activity.
- G. Should the Contractor fail to meet completion dates required by the progress schedule, the Owner's representative may issue a written notice to the Contractor requiring the Contractor to submit a written plan for expediting the Work to comply with the progress schedule. The plan shall be submitted to the owner's representative within ten (10) days after the Contractor's receipt of such notice. The Contractor's plan shall specify the dates and means by which the Contractor will bring the work back on schedule. Means may include, but are not limited to, hiring additional workers, working additional hours, utilizing additional equipment, or expediting delivery of materials. If the Contractor fails to submit a written plan or fails to comply with dates specified in the plan for bringing the Work back on schedule, the owner's representative may, by written notice, require that additional workers, plant and equipment be placed on the Work or require that hours, in addition to regular hours, be worked until progress is as scheduled, with no additional cost to the Owner. The Contractor shall immediately implement requirements of the notice.

23. TIME FOR COMPLETION

- A. Time limits stated in the Contract Documents are of the essence of the Contract. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the Work, described in the Contract is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industry conditions prevailing in this locality. Unless otherwise provided in the Contract, the time for completion is measured by calendar days, not work days.
- B. If the Contractor's schedule provides for an earlier completion date than the established contract completion date, and the agency desires to change the contract completion date to the earlier date, this may be done through a change order to the contract. This change order does not require the approval of the Contractor.
- C. Except in cases of emergency or by agreement or instruction of the Project Architect/Engineer in writing, the Contractor shall not knowingly, prematurely commence operations on the site or elsewhere prior to the effective date of insurance as required to be furnished by the Contractor, and by the effective date of the Notice to Proceed.
- D. The Contractor shall proceed expeditiously with adequate forces and shall achieve Final Completion within the time specified on Contract Documents. A delay in the delivery to the site of any materials or

equipment will not be considered as a valid reason for a time extension to the Contract.

- E. At the end of the time for completion, all equipment and systems shall be fully operational and functioning as required by the specifications. Testing shall be completed and all defects discovered as a result of this testing shall be corrected before the completion date.
- F. It is further agreed that time is of the essence of each and every portion of this Contract wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract. These are not compensable delays. Time extensions, only if they impact the progress of the Work in a negative manner, may be granted if the delay is due:
 - 1. To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not limited to, acts of God, or of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes or embargoes. For weather delays, see (G) below.
 - 2. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsection 1) of this article.
 - 3. The Contractor shall, within ten (10) days from the beginning of such delay, notify the Project Architect/Engineer, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of his decision in the matter.
- G. Claims for delay due to "unusually severe weather" affecting the completion time shall only be considered when meeting the following criteria:
 - 1. Definitions:
 - (a) "Adverse weather" – weather conditions during a definite time and place that are unfavorable to construction activities.
 - (b) "Unusually severe weather" – weather that is more severe than the "adverse weather" anticipated for the season at the location of the construction project.
 - 2. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather to be anticipated for the project location during any given month.
 - 3. The delay must be related to the unusually severe weather and not due to the Contractor's fault, negligence, or his failure to maintain the approved construction schedule.
 - 4. The unusually severe weather must cause actual delay to the completion time of the project. A claim for unusually severe weather delay must document actual delay to a scheduled critical path construction activity for at least 50% or more of the Contractor's scheduled workday. On projects without critical path scheduling, the Owner may withhold final determination of the delay claim until the Contractor submits an updated construction schedule for approval.
 - 5. Anticipated "adverse weather" days. The Contract includes and anticipates that adverse weather conditions, including rain, snow, wind and extreme temperatures, will occur during the period of the Contract and will delay the Work. The schedule of monthly anticipated "adverse weather" delay days shall be incorporated in the "Time of Completion" for the project.
 - 6. To meet the criteria for an unusually adverse weather delay day, one of more or the following requirements must be met within the work day and cause and delay a scheduled critical path construction activity, as noted in G4 above.
 - (a) Rainfall equal to or greater than 0.10 inches.
 - (b) Average temperatures less than 20 degrees Fahrenheit.
 - (c) Snowfall in excess of 1.0 inches.

- (d) Sustained wind speed in excess of 25 mph.
- 7. Evaluation of a claim for delay caused by unusually severe weather shall be as follows:
 - (a) Claims for delay shall be submitted no later than ten (10) days after the end of the month to be evaluated.
 - (b) The Contractor shall submit documentation indicating cause, affect and delay including the weather criteria on each adverse weather delay day that occurred during the month to be evaluated. Any day that is submitted that does not meet the criteria shall be deemed not to qualify as an adverse weather delay day.
 - (c) Documentation of adverse weather criteria shall be submitted in their original form from a recognized weather recording station, newspaper, computer information service, or other Owner approved source. In the event there is no weather recording source at or near the project location, the contractor shall record the daily weather information in a format meeting the criteria in G6 above. The weather documentation source will be determined at the pre-construction meeting.
 - (d) In order to calculate the delay from the supplied tables, deduct the number of anticipated adverse weather delay days listed for the month being evaluated.
 - (e) If the monthly total of qualifying adverse weather delay days exceeds the number of anticipated adverse weather delay days, the net difference in qualifying delay days will constitute unusually severe weather. The number of qualifying delay days will be added to the Contract as an adjustment to the "Time of Completion". There shall be no change in the Contract amount for this type of claim.
- H. Acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, that will cause delay to this Contractor, shall be brought to the attention of the Project Architect/Engineer in writing within ten (10) calendar days. Failure to notify the Project Architect/Engineer immediately will cause the Contractor to waive his right to extra days or damages therefrom.
- I. Permitting the Work or any part of it to continue after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of the Owner of any of his rights under the Contract.
- J. Liquidated damages are prescribed in Document E, Article 49 - Liquidated Damages, and are hereby agreed to by all parties.
- K. The Contractor, and any of its subcontractors, suppliers, material men or any other such party, shall have no claim for monetary compensation, monetary claims, or damages, of whatever kind or nature, for delay, hindrance, or inefficiency. The Contractor's only claim and the Contractor's only remedy for such delay, hindrance or inefficiency shall be for an extension of time as provided in Article 23 unless the claim is the result of (a) a negligent act, error or omission of the Project Architect/Engineer; (b) an unforeseeable site condition materially differing from that shown in the construction documents; or, (c) a negligent act or omission or breach of contract by the Owner. In these cases the Contractor shall receive compensation as provided in Article 12 - Changes in the Work.
- L. At such time as the Contractor believes the project to be substantially complete, the Contractor shall notify the Project Architect/Engineer and request an inspection. The Project Architect/Engineer shall conduct an inspection and prepare a list of all items that have not been completed (if the Project Architect/Engineer determines that the construction is not complete and ready for the inspection, he shall so inform the Contractor). The Contractor shall complete all the items listed by the Project Architect/Engineer before the adjusted completion date in the contract (contract completion date with change orders adjustments). Upon completion of all such items, the Contractor shall request a final inspection which shall be conducted by the Project Architect/Engineer.
- M. If the Project Architect/Engineer determines that any of the items listed have not been completed by the adjusted completion date of the contract, the Contractor shall be responsible for the cost of the additional Project Architect/Engineer's services beyond the adjusted completion date of the contract.

The Contractor shall not be responsible for the cost of any additional inspections if the failure to complete listed items is caused by the Project Architect/Engineer or Owner. Such costs shall be covered by a change order and shall be paid to the Project Architect/Engineer. Such change order shall not require the approval of the Contractor.

24. RIGHT OF OWNER TO SUSPEND CONTRACT

- A. The Owner may, without cause, order the Contractor in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as the Owner may determine.
- B. An adjustment will be made for increases in the cost of performance of the Contract caused by suspension, delay or interruption. No adjustment will be made to the extent:
 - 1. that performance is, was, or would have been so suspended, delayed or interrupted by another cause for which the Contractor in whole or in part is responsible, or
 - 2. that an equitable adjustment is made or denied under another provision of this Contract.
- C. Should the Owner be prevented or enjoined from proceeding with the work either before or after the start of construction by reason of any litigation, act of God, or other reason beyond the control of the Owner, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay; such determination to be set forth in writing. The Contractor will not be required to hold his bid price for longer than three months. The Owner may either negotiate a Change Order with the Contractor for any additional costs, or terminate the Contract following the three-month period. Should the Contract be terminated, the Contractor will be compensated for all work performed to date on the Contract.

25. RIGHT OF OWNER TO TERMINATE CONTRACT - CAUSE AND CONVENIENCE

- A. In the event that any of the provisions of this Contract are violated by the Contractor, or by any of his subcontractors, the Director of the Office of Facilities and Property Management, on behalf of the Secretary of Administration, may serve written notice upon the Contractor and the surety of their intention to terminate the Contract for cause. Such notice shall contain the reasons for such intention, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement or correction be made the Contract shall upon expiration of said ten (10) days, cease and terminate.
- B. In the event of any such termination for cause the Director of the Office of Facilities and Property Management shall immediately serve notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the Contract, provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such surety of notice of termination, the Owner may take over the Work and prosecute the same to completion by Contract at the expense of the Contractor, and the Contractor and his surety shall be liable to the Owner for any excess cost above the original Contract amount occasioned the Owner thereby. In such event, the Owner may take possession of and utilize in completing the Work, such materials, appliances and plant as may be on the site of the Work and necessary therefore.
- C. The Director of the Office of Facilities and Property Management, on behalf of the Secretary of Administration may, at any time, terminate the contract for convenience and without cause. Upon service of written notice the contractor shall:
 - 1. cease operations as directed by the Director in the notice,
 - 2. take actions necessary or as directed in the notice for the protection and preservation of the Work, and
 - 3. except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts or purchase orders.

- D. All materials previously paid for by the Owner shall be delivered to or remain on the construction site.
- E. In case of termination for convenience the contractor shall be entitled to payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed, not to exceed 10% for each.

26. BONDS

- A. A Performance Bond shall be furnished to the Owner by the Contractor in an amount equal to one hundred percent (100%) of the Contract price as security for the faithful performance of this Contract and as security for the payment of all persons performing labor and furnishing materials in connection with this Contract. Bonds are to cover all claims discovered during construction or prior to the end of the warranty period.
- B. A Public Works Bond as required by K.S.A. 60-1111 shall be furnished to the Owner by the Contractor in the amount of one hundred percent (100%) of the contract price and shall be filed with the Clerk of the District Court in the county where the Project is being constructed. A Public Works Bond is **not** required for projects with a contract price below \$100,000.
- C. Bonds shall be issued by a surety company authorized by Kansas law and returned within 15 calendar days.

27. SUBSTITUTE BONDS

- A. If at any time the Owner for justifiable cause, shall become dissatisfied with the surety bound by the Performance and Public Works Bond, the Contractor shall within fifteen (15) days after notice from the Owner so do to, substitute an acceptable bond in such form and sum and signed by such other surety as may be satisfactory to the Owner.
- B. No further payments shall be deemed due nor shall be made until the new surety shall have furnished such an acceptable bond to the Owner.
- C. The credit due on premiums for unused portion of canceled bond shall be applied to premiums on the substitute bond and the difference for remaining premium cost will be paid by the Owner.

28. SALES TAXES

- A. If the project is exempt, the Owner will secure a project exemption certificate for the project in accordance with the rules of Kansas Department of Revenue. The Contractor shall refer to the Form of Bid and Supplemental General Conditions to determine the tax exemption status of the project.
- B. If the project is tax exempt, the Owner shall obtain a project exemption certificate, and furnish a copy of the same to the Contractor. The Contractor shall furnish a copy of the project exemption certificate to all suppliers from whom purchases are made, and to all subcontractors. Suppliers who supply materials for the project shall execute invoices covering the same bearing the project number from such certificate. Upon completion of the Project, each Contractor, and each Subcontractor who used the project exemption certificate to claim exemption, shall furnish to the Owner a sworn statement, on a form provided by the Director of Taxation, that all its purchases made exempt under the project exemption certificate were entitled to exemption. All invoices shall be held by the Contractor and Subcontractors for a period of five (5) years and shall be subject to audit.
- C. If a project is not exempt, the Contractor and each Subcontractor shall pay all sales tax required by law on labor and materials purchased to perform the contract. The Contractor shall include in his bid all such sales tax that is required to be paid on the material and labor needed to perform the contract. The type of project, the status of its owner, and the existence of a project exemption certificate will determine whether the contractor and subcontractor are required to pay sales tax on labor or material or are exempted for paying tax on labor or material or on both.

29. QUANTITIES OF ESTIMATES

- A. Wherever the estimated quantities of work to be done and materials to be furnished under this

Contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved to increase or diminish them as they may be deemed reasonably necessary or desirable to complete the Work contemplated by this Contract, and such increase or diminution shall in no way vitiate this Contract, nor shall any such increase or diminution give cause for claims or liability for damages.

30. PAYMENTS TO CONTRACTOR

- A. The Owner will make partial payments to the Contractor for the value, proportionate to the amount of the Contract, of all labor and material incorporated in the work during the preceding calendar month upon receipt of certification from the Project Architect/Engineer and approval of the Owner and the Office of Facilities and Property Management. No payment will be made to the Contractor until Procurement and Contracts has received all documentation required to be submitted by the Contractor.
- B. The Contractor shall submit to the Project Architect/Engineer a request for certification for each payment, on current AIA documents G702 and G703. Contractors shall be responsible for securing their own AIA forms. Each item identified on the Schedule of Values shall be broken down into material and labor as separate items on the G703. This request for certification shall be submitted in the number of copies directed, and shall include the Contractor's detailed estimate of all items and activities of work to be performed, in the space provided on the form. If requested, the statement shall be supported by such evidence as may be required, showing the Contractor's right to the payment claimed.
 - 1. Project architect/engineer will review, approve and forward undisputed requests to the Owner within seven (7) days of receipt.
- C. Periodic estimates of Work completed shall be correlated with the schedule of values and furnished to the Project Architect/Engineer with requests for partial payment.
- D. Request for payment for preparatory work and materials delivered and suitably stored at the site to be incorporated into the work at some future period, will be given due consideration. The Project Architect/Engineer may, under certain circumstances, approve payment up to ninety percent (90%) of the value of manufactured products delivered to a suitable warehouse at or near the locale of the project. Stored products shall be insured to one hundred percent (100%) of their value. Proof of said insurance shall be given to the Project Architect/Engineer. A bill of sale and their costs, including an itemized inventory of all stored products, shall be obtained and provided the Project Architect/Engineer. Approval of the surety company of the Contractor shall also be obtained and provided to the Project Architect/Engineer before these items are stored. Insurance for stored materials shall include transportation from the warehouse to the job site.
- E. Payments by the Owner will be due within thirty (30) days after receipt of certified request for payment from the Project Architect/Engineer.
- F. Ten percent (10%) of the Work Completed to Date will be retained on each payment request until final completion and acceptance of all Work covered by the Contract.
 - 1. Upon 50% completion, the Office of Facilities and Property Management, Owner and Project Architect/Engineer **may** reduce retainage to a minimum of 5% of the total project cost upon the following conditions:
 - (a) Reduction of retainage is not automatic. Any reduction must be requested. Approval may be withheld for a variety of reasons, to include progress not on schedule, concerns about quality of work, etc. Applications for payment that assume a reduction before it is approved will be returned for correction, thus delaying payment.
 - (b) Retainage of 10% is mandatory if the critical path progress of the work is not on schedule, including previously agreed upon change order days. If retainage had been reduced on previous applications for payment, and work falls behind the critical path schedule, retainage will revert back to the full 10% of the total invoiced cost to date on all applications until the work is back on schedule.

2. Retainage will be released on any undisputed payment within thirty (30) days after Substantial Completion of the project. When a subcontractor continues to work on the project after Substantial Completion, the Owner may withhold that portion of the retainage attributed to the subcontractor until thirty (30) days after the work is completed.
- G. All material and work covered by partial payments shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and adequate protection from weather, damage, vandalism, theft, and fire of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the Contract.
- H. If overpayment occurs, the Owner has the right to stop payment applications until the actual Work completed is equal to the payment applications and certified by the Project Architect/Engineer to be in compliance with the contract documents.
- I. Final payment will be made within thirty (30) days after final completion of the work.
- J. Prior to the issuance of final payment, the Contractor shall submit a certification that all debts and claims against this project have either been paid in full or otherwise satisfied in the form of an Affidavit of Contractor.
- K. No recourse shall be had against any individual employee or agents of the State of Kansas, or officer thereof, for any payment under the contract or any claim based thereon.

31. PAYMENTS BY CONTRACTOR

- A. The Contractor shall pay within seven (7) days of receipt of payment from the Owner, each subcontractor out of the amount paid to the Contractor on account of each subcontractor's work, the amount to which said subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of each subcontractor's work. The Contractor shall, by an appropriate agreement with each subcontractor, require each subcontractor to make payments to his sub-subcontractors in similar manner.

32. SUBCONTRACTOR PAYMENT INDEMNIFICATION

- A. The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material suppliers, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, incurred in the furtherance of the performance of this Contract.

33. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

- A. The making of final payment shall constitute a waiver of all claims by the Owner except those arising from:
 1. unsettled liens
 2. faulty or defective work appearing after Final Project Completion
 3. failure of the Work to comply with the requirements of the Contract Documents, or
 4. terms of any special guarantees or warranties required by the Contract Documents.
- B. The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unsettled.

34. USE AND OCCUPANCY PRIOR TO ACCEPTANCE

- A. If the construction schedule is current, the Contractor agrees to the Owner's use and occupancy of a portion or unit of the Project before the date of final completion, provided:

1. The Owner assumes all costs for maintenance of heat, electricity and water, and provides custodial care and maintenance of the occupied portions.
 2. The Owner accepts all work as fully complete within that portion or unit of the Project to be occupied, at time of occupancy.
- B. If the Construction schedule is not current, the Contractor agrees to the Owner's use and occupancy of all or a portion of the project:
1. Contractor is responsible for completing scheduled Work as noted on inspection report listing any incomplete work and Work as defined in the Contract Documents.
 2. Contractor is responsible for cleaning up dust and debris caused by work completed in the occupied areas.
 3. Contractor is responsible for a final clean-up in all areas where occupancy has occurred prior to final completion.

35. GENERAL GUARANTEE

- A. The Contractor shall remedy and make good all defective workmanship and materials and pay for any damage to other work or property resulting therefrom, which appear within a period of one year from the date of final project completion, providing such defects are not clearly due to abuse or misuse by Owner. The Owner will give notice of observed defects with reasonable promptness. The one (1) year period will not apply to defective workmanship and materials not discovered within the one year period.
- B. Neither the final certificate for payment nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any expressed warranties or responsibility for faulty materials or workmanship.
- C. The guarantee on all work covered under this contract shall begin on the date of Final Project Completion or substantial completion if applicable. If the building is partially occupied, the date of partial occupancy shall establish the beginning date for the guarantee period for that section of the building and for all equipment in place, operable and used for this area. Any additional work in this area shall be considered warranty work by the Contractor.
- D. Where guarantees or warranties are required in sections of specifications for periods in excess of one year, such longer terms shall apply.
- E. Within nine months after official acceptance of a Project, the Owner, the Contractor, the Project Architect/Engineer and the Office of Facilities and Property Management shall conduct a full inspection of the completed project and the Contractor shall promptly correct all items noted.
- F. If, within one year after the date of Final Completion of the Work or designated portion thereof, or after the date for commencement of warranties, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found not to be in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Project Architect/Engineer to do so unless the Project Architect/Engineer has previously given the Contractor a written acceptance of such condition.
- G. Nothing contained in this Article shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of time period of one year as described in this Article relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time with which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the his obligations other than specifically to correct the Work.

36. ARBITRATION, DAMAGES AND WARRANTIES

- A. Notwithstanding any language to the contrary, no interpretation of this Contract shall be allowed to find the State or any agency thereof has agreed to binding arbitration, the payment of damages or penalties upon the occurrence of a contingency, or to permit disclaimer of any or all warranties.

37. PATENTS AND ROYALTIES

- A. The Contractor shall pay all royalty and license fees. The Contractor shall defend suits or claims for infringement of patent or copyright rights and shall hold the Owner, its officers, agents and employees and the Project Architect/Engineer harmless from all loss and expense on account thereof.
- B. If the Contractor uses any item covered by a patent or trademark, he shall reach an agreement with the holder of the patent or copyright.

38. INDEMNIFICATION

- A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Project Architect/Engineer and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense 1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and 2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.
- B. In any and all claims against the Owner or the Project Architect/Engineer or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- C. The obligations of the Contractor shall not extend to the liability of the Project Architect/Engineer, his agents or employees, arising out of 1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or 2) the giving of or the failure to give directions or instructions by the Project Architect/Engineer his agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

39. ASSIGNMENTS

- A. The Contractor shall not assign the whole or any part of this Contract or any moneys due or to become due hereunder without written consent of the Owner; Office of Facilities and Property Management; Director of Procurement and Contracts and the Director of Accounts and Reports. In case the Contractor assigns all or any part of any moneys due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Contract.
- B. Such assignment shall not be made without the consent of the surety unless the surety has waived its right to notice of assignment.

40. REQUIRED PROVISIONS DEEMED INSERTED

- A. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly

inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

41. KANSAS ACTS AGAINST DISCRIMINATION

- A. The Contractor hereby agrees and covenants as a condition of the Contract that he will comply with the Kansas Act Against Discrimination, (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the Americans With Disabilities Act (42 U.S.C. 12101 et seq.), and that his failure to do so may be deemed to be a breach of Contract and may subject the Contract to be terminated.

42. ANTITRUST

- A. For good cause, and as consideration for executing this Contract, the Contractor, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the State of Kansas all right, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Kansas pursuant to this Contract.

43. OPTIONAL PERFORMANCE AND PAYMENT GUARANTEE

- A. The Contractor may elect to use a certificate of deposit as a performance and payment guarantee in lieu of providing a Performance Bond and Public Works Bond. The certificate of deposit shall have a value of not less than the amount of the Contract, and shall serve the purpose of the Performance and Public Works Bonds as defined in Articles 26 and 27 of the General Conditions of the Contract.
- B. The Director of Procurement and Contracts may accept a certificate of deposit payable to the State of Kansas, without condition, in lieu of any required surety bond from a bidder or contractor in the case of any contract for construction, repairs or improvements under K.S.A. 75-3739, 75-3741 or 60-1111 and amendments thereto.
- C. The certificate of deposit shall be subject to forfeiture to the State of Kansas and shall be in a form and under such conditions as may be prescribed by the Director of Procurement and Contracts for surety bonds in accordance with K.S.A. 60-1112 and amendments thereto.
- D. Each such certificate of deposit shall be retained by the State for at least six (6) months after the final acceptance of the work for which the contract was entered into. At the end of such time period, the certificate of deposit may be endorsed back to the Contractor if there are no claims by the State under the Contract or by any person making a claim against the certificate of deposit.
- E. All interest accruing under any such certificate of deposit shall belong to the contractor unless the certificate of deposit is forfeited to the State of Kansas.

44. SIMULTANEOUS EXECUTION OF CONSTRUCTION CONTRACTS

- A. In order to expedite the processing of Construction Contracts, bidders agree to the simultaneous execution of a copy of this document by all parties. After the execution of their copy of the agreement, the parties shall submit them to the State of Kansas, Procurement and Contracts, for assembly and may make a copy for their files if they wish. Upon receipt of all executed copies, and the submittal of the required bonds and insurance certificates, Procurement and Contracts shall date and assemble the copies and it shall constitute a binding agreement as of the date of assembly. The assembled copies shall be retained in Procurement and Contracts, and a fully-executed set of contracts shall be delivered to the Contractor and State agency.
- B. It is further agreed that if any party wishes to change any part of the Contract, they shall notify the Procurement and Contracts prior to signature. Procurement and Contracts shall review the request and if the changes are acceptable, a new contract shall be prepared and resubmitted to all parties for their signatures and processing as mentioned above.

45. EVALUATION

- A. Bidders are advised that if awarded the Project, their performance will be evaluated by the Office of Facilities and Property Management with input from the State agency for whom the project is completed. This evaluation will remain on file and will be considered before the award of future projects. The Contractor, upon request, may receive a copy of the evaluations and prepare a response to the same. Responses will also be kept on file and considered in the same manner as the evaluations.

46. DRUG TESTING

- A. Bidders are advised that in some circumstances federal regulations require drug testing of employees who install or maintain pipelines. Bidders should determine if drug testing is required on this project and include in its bid the complete cost for all such testing. Questions concerning these requirements should be directed to the Kansas Corporation Commission, Natural Gas Operations, 1500 S.W. Arrowhead Road, Topeka, Kansas 66604-4027, (785) 271-3100.

47. LICENSURE

- A. All plumbing, electrical and heating, ventilation and air conditioning work on the job site shall be performed or supervised by a journeyman, with a current license in that particular trade. Licenses shall be available for inspection at the work site, and if a license is not available, work of that particular trade shall cease. Licenses from any state or political subdivision will be recognized. Licenses that require passage of Block/Experion tests are preferable.

END OF DOCUMENT D

DOCUMENT E - SUPPLEMENTAL GENERAL CONDITIONS**PART 1 - GENERAL****1.1 SALES TAX DETERMINATION**

A. Article 28 of the General Conditions shall be supplemented as follows:

1. This project has been determined to be exempt from Kansas sales tax, in accordance with the rules of the Kansas Department of Revenue. The cost of said Tax must be **EXCLUDED FROM** all Bid and Contract Prices. Sales tax includes all applicable state, county and city sales taxes. The Owner's Business Office will provide the Contractor with a copy of the project exemption certificate with the project number for the contractor's and subcontractor's use.
2. A general contractor or other contractor that contracts directly with the State of Kansas shall obtain copies of the Kansas Retailers Sales Tax Registration certificates from all its subcontractors on this project and have them available at the jobsite upon request.

1.2 ADDITIONAL CONDITIONS

A. The following Articles are additional or modified conditions of the construction contract:

1. Article 48. Insurance.
2. Article 49. Liquidated Damages.
3. Article 50. Weather Day Data.

48. INSURANCE

A. The Contractor shall not commence work under this Contract until the Contractor has obtained all the insurance required under this Article and such insurance has been approved by the Owner under the terms of this agreement. The Contractor shall not allow any subcontractor to commence work on the subcontract until the insurance required of the subcontractor has been so obtained and approved.

Companies providing insurance coverage must be authorized to transact the business of insurance in Kansas as an authorized insurer or eligible "non-admitted" insurer in accordance with K.S.A. 40-214 and K.S.A. 40-246e, respectively. Automobile liability and workers compensation insurance coverage must be obtained from insurers that are "authorized" to transact the business of insurance in Kansas pursuant to K.S.A. 40-3103 and K.S.A. 44-532, respectively.

B. The Contractor shall procure and maintain at its expense, from the date of the Contractor's receipt of a Notice to Proceed until acceptance of the entire work by the Owner, the following insurance:

1. Worker's compensation insurance for the Contractor, all partners and employees working on the project. The Contractor shall require all subcontractors to provide workmen's compensation for themselves, their partners and employees to be engaged in such work unless the subcontractor's employees are covered by the Contractor's workers' compensation coverage. The Contractor and all subcontractors shall include employer's liability coverage with a one hundred thousand dollars (\$100,000) limit for each accident; disease-policy limit; and disease-each employee limit.
2. Commercial general liability insurance, in an amount not less than five hundred thousand dollars (\$500,000) each occurrence for bodily injury and property damage, a general aggregate of one million dollars and a products-completed operations aggregate of one million dollars (\$1,000,000). Commercial general liability shall include the following coverages: operations; broad form property damage; completed operations; independent contractors and contractual.
3. Automobile liability insurance in an amount not less than five hundred thousand dollars (\$500,000) for bodily injury and for property damage combined. Said coverage shall cover all owned, non-owned or hired vehicles of the contractor.

- C. Scope of insurance and special hazards: The insurance provided under paragraph B above shall provide protection for the Contractor and his subcontractors against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by him, and also against any of the following special hazards which may be encountered in the performance of work under this Contract such as but not limited to: blasting, explosion, collapse, underground, rigging and hoisting, railroad protective, elevators and hoists.
- D. All risk installation floater: For this project, the principal contractor shall procure and maintain all risk installation floater insurance to include theft to protect the mutual interest of the owner and the contractor in an amount of one hundred percent (100%) of the contract price. No other contractor is required to carry the all risk installation floater insurance on this project. The insurance is to apply from the contractor's receipt of a purchase order until acceptance of the entire work by the owner.
- E. The principal Contractor's property coverage shall name the Owner and all contractors and/or subcontractors performing work on the project as additional insureds.
- F. The principal Contractor's general liability coverage (excluding professional liability) shall name the Owner and Project Architect/Engineer on the project as additional insureds.
- G. Subcontractors' insurance: The contractor shall either (1) require each of his subcontractors to procure and maintain during the life of his subcontract commercial general liability insurance, and automobile liability insurance of the type and in the same amount specified in the preceding paragraphs; or (2) insure the activities of his subcontractors in his own policies.
- H. Proof of insurance: The Contractor shall furnish the Owner with certificates showing the types, amounts, special coverages, effective dates and dates of expiration of policies. Such certificates shall provide the insurance company endeavor to give thirty (30) days notice of policy cancellation to the certificate holder.

49. LIQUIDATED DAMAGES

- A. The Owner shall be entitled to liquidated damages to cover the costs of alternate facilities, extra observation, the salaries of contingent forces and other expenses incurred by the Owner due to delays in completion of the work caused by the Contractor.

Liquidated damages shall be assessed in an amount per day as indicated below for each calendar day between the adjusted contract completion date and the date of substantial completion of the project. After substantial completion if final project completion is not achieved prior to the adjusted contract completion date the Contractor shall pay for the Project Architect/Engineer's services; see Document D, Article 23 M. The above amounts shall be deducted from the contract by contract change order prior to final payment. Such change order will not require approval of the Contractor.

- B. Liquidated damages are established at the rate of **Two Hundred Fifty (\$250.00) Dollars** per calendar day.

50. WEATHER DAY DATA

- A. The following table indicates the number of weather days assumed for the area of the state in which this project is being completed. Reference Document D, Article 22 and Article 23 for further information concerning weather days and scheduling.

WEATHER ZONE 3

Counties included in this zone are:

Anderson	Coffey	Geary	Lyon	Nemaha	Riley
Brown	Douglas	Jackson	Marshall	Osage	Shawnee
Chase	Franklin	Jefferson	Morris	Pottawatomie	Wabaunsee

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY DAYS

January	5 days	May	11 days	September	7 days
February	5 days	June	9 days	October	6 days
March	8 days	July	8 days	November	5 days
April	10 days	August	7 days	December	5 days

END OF DOCUMENT E

DOCUMENT F - FORM OF CONTRACT (DA-141A)DA Form 141a
(Rev. 11/00)**THE STATE OF KANSAS
CONSTRUCTION CONTRACT**(For use when a single contract is awarded for the project as a whole, as
authorized by K.S.A. 75-3741(b) as amended.)

1. This Contract is made this _____ day of _____, 201__ by and between _____
_____ representing the State of Kansas and hereinafter referred to as the first party, and _____
_____ hereinafter referred to as the second party.

2. For and in consideration of the payments and agreements hereinafter mentioned, which are to be made and performed by the first party, the second party hereby agrees and contracts with the first party to commence and complete the construction described as follows:

- (a) Project No.
(b) Title/Description:
(c) Location:

hereinafter called the Project, for the sum of _____ Dollars (\$ _____)

and all extra work in connection therewith, under the terms as stated in the Contract Document; and at the second party's own cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Contract Documents, prepared by the Project Architect (hereinafter referred to as the Architect/Engineer) or any designee of the Secretary of Administration who is vested with the authority and responsibility of the Architect/Engineer for this project.

The second party agrees to meet the following completion date: Full Completion: _____

Liquidated damages in the amount of \$ _____ per day will be assessed if the project is not completed as called for in the Specifications.

3. For the purpose of this Contract, the term Contract Documents shall include the following:

- | | |
|---|--|
| (a) Notice to Bidders | (h) The Specifications |
| (b) Instruction to Bidders | (i) Drawings, maps, plans, etc., prepared by the |
| (c) The Bid Form | Architect/Engineer or the designee of the Secretary of |
| (d) Contractor's Performance Bond | Administration |
| (e) Contractor's Public Works Bond to the State | (j) Any duly issued addenda |
| (f) General Conditions of the Contract | (k) Any duly executed Contract Change Orders |
| (g) Supplemental General Conditions | |

It is hereby further agreed by the parties that the Contract Documents are intended to be complementary, so that any work included in one portion of the Contract Documents which is not included in another portion, should be executed by the second party as though the work was described in both portions.

4. The second party hereby agrees to use the services of the following subcontractors on this project:

- (a) Electrical subcontractor:
(name) _____
(address) _____
- (b) Mechanical subcontractor:
(name) _____
(address) _____
- (c) Additional subcontractors, if any, designated to perform any project alternates required by the Contract Documents which are listed in the Bid Proposal and which would change for (a) or (b) above:
(name) _____
(address) _____
(name) _____
(address) _____

The second party also agrees that no change or substitution may be made in the list of subcontractors without prior approval of the Secretary of Administration.

5. This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas.

6. The second party agrees:

- (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) And not to discriminate against any person who performs work hereunder, because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin or ancestry, or age;

- (b) to include in all solicitations or advertisements for employees, the phrase equal opportunity employer;
 - (c) to comply with the reporting requirements set out in K.S.A. 44-1031 and K.S.A. 44-1116;
 - (d) to include these provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor;
 - (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation or such acts by the Kansas Human Rights Commission it shall constitute a breach of the contract and the contract may be canceled, terminated or suspended in whole or in part by the State of Kansas. Parties to this contract understand that subsections (b) through (e) of the paragraph are not applicable to a party who employs fewer than four employees or whose contract with this agency of the Kansas state government totals less than \$5,000 during the fiscal year.
7. Acceptance of Contract. This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been rendered, and until funds for the contract have been encumbered.
 8. Arbitration, Damages, Warranties. Notwithstanding any language to the contrary, no interpretation of this contract shall be allowed to find the state or any agency thereof has agreed to binding arbitration, the payment of damages or penalties upon the occurrence of a contingency, or to permit disclaimer of any or all warranties. Further, the State of Kansas shall not agree to pay attorney fees or late payment charges.
 9. Termination Due to Lack of Funding Appropriation. If appropriated funds are withdrawn from the project through legislative action and sufficient funds are not available to continue the function performed in this agreement or pay for the charges hereunder, the first party may terminate this agreement. The first party agrees to give written notice of termination to the second party at least 30 days in advance of termination. First party will pay to the second party all regular contractual payments due for work incurred prior to termination. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the first party.
 10. Disclaimer of Liability. Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor for any liability whatsoever.
 11. Representative's Authority to Contract. By signing this document, the representative of the second party thereby represents that such person is duly authorized by the second party to execute this document on behalf of the second party and that the second party agrees to be bound by the provisions thereof.
 12. Terms Herein Controlling Provisions. It is expressly agreed that the terms of each and every provision in this contract shall prevail and control over the terms of any other conflicting provision in any other document relating to this agreement.
 13. The second party binds itself, its partners, heirs, executors, successors, assigns and legal representatives to all covenants of this agreement.
 14. The second party shall not assign, sublet or transfer any interest in this agreement without the written consent of the Secretary of Administration.

In order to expedite the processing of this agreement, the parties mutually agree to the simultaneous execution of a copy of this document by all parties and persons mentioned below. After the execution of their copy of the agreement, the individuals shall submit them to the State of Kansas, Procurement and Contracts, for assembly and may make a copy for their files if they wish. Upon receipt of all executed copies, and the submittal of the required bonds and insurance certificates, the Procurement and Contracts shall date and assemble the copies and it shall constitute a binding agreement as of the date of assembly. The assembled copies shall be retained in the Procurement and Contracts, and a fully-executed set of contracts shall be delivered to the contractor and state agency. It is further agreed that if any individual wishes to change any part of the agreement, they shall notify the Procurement and Contracts, who shall prepare a new agreement and resubmit it to all parties and persons mentioned below for their signatures and processing as mentioned above.

Signed by the respective parties as follows:

STATE OF KANSAS, FIRST PARTY

SECOND PARTY

BY: _____
State Agency

BY: _____
Company Name

Head of State Agency

Authorized Signature

Director of Purchases

FEIN

APPROVED:

Director of Facilities & Property Management

DOCUMENT G - FORM OF PERFORMANCE BOND**PERFORMANCE BOND**

We, _____
Name Address

as Principal, hereinafter called Contractor, and _____, a corporation organized under the laws of the State of _____, with its home office in the city and state of _____, as Surety and hereinafter referred to as Surety, are held and firmly bound unto the State of Kansas, as Obligee, hereinafter called the State, in the sum of _____ dollars (\$_____) for the payment of which sum we as Contractor and Surety bind ourselves and our legal representatives and successors, jointly and severally, by this instrument.

WHEREAS, Contractor has by written agreement dated _____, 201_____, entered in to a contract with the State of Kansas for

in accordance with plans and specifications set forth in the State of Kansas, project #_____ and RFQ #_____, and which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

IT IS THEREFORE the condition of the above obligation that whenever Contractor shall be in default and is declared by the State to be in default under the Contract, the State having performed the State's obligations under the Contract, the Surety will promptly remedy the default by completion of the Contract and correction of defective work in accordance with the terms and conditions of the Contract. This includes repairs required by the guarantees and warranties called for in the Contract. It also includes additional legal, design professional, delay costs and liquidated damages resulting from the Contractor's default. The Surety waives notice of any change, including changes of time to complete the Contract.

If surety does not promptly remedy the default, the Surety shall be liable to the State for funds sufficient to pay the cost of completion and other obligations in the above paragraph, less the balance of the contract price. Balance of contract price shall mean total amount payable by the State to Contractor under the Contract, less amounts previously paid to Contractor by the State. If Contractor faithfully, promptly and accurately completes the Contract and complies with all the conditions thereof, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 201_____.

Principal _____

By: _____
(Title)

Surety _____

(Kansas Resident Agent - if required)

Address _____

Address _____

By: _____
(Attorney in Fact)

DOCUMENT H - FORM OF PUBLIC WORKS BOND**CONTRACTOR'S PUBLIC WORKS BOND TO THE STATE**
(Pursuant to K.S.A. 60-1111 as amended)We, _____
Name_____
Address_____, as Principal,
and _____as Surety, are held firmly bound unto the STATE OF KANSAS, in the sum of _____
DOLLARS,

well and truly to be paid, to which payment we hereby bind ourselves, our heirs, executors, administrators, successors or assigns, jointly and severally.

The condition of the above obligation is that the Principal and Surety agree to pay all indebtedness incurred for labor, materials, equipment or supplies furnished in the performance of the construction contract by the contractor and his subcontractors for the following public building or improvement,

in accordance with plans and specifications of Project No. _____ on file in the Department of Administration, Office of Facilities and Property Management. The surety waives notice of any change, including changes of time to complete the contract.**NOW, THEREFORE**, if the said contractor and all sub-contractors, if any, of said contractor shall pay all indebtedness incurred for labor furnished, materials, equipment or supplies used or consumed in connection with, or in or about the construction of said public building or making said public improvements, then the above obligation shall be void, otherwise it shall remain in full force and effect.**IN WITNESS WHEREOF**, We have hereunto set our hands this _____ day of _____, 201____ .

Principal: _____

By: _____ (Title)

Surety: _____

By: _____

DOCUMENT I - FORM OF APPOINTMENT OF SERVICE AGENT

Office of the Secretary of State / Corporations Division

Form

Appointment of Service Agent**S1**

(Note: Nonresident contractors under K.S.A. 16-113 who are foreign corporations, foreign limited partnerships or foreign limited liability companies qualified to do business and in good standing in Kansas are not required to file this form.)

1. _____
(Name of individual, partnership, association or corporation)
hereby appoints for three years:

Do not write in this space

(Name of service agent--must be Kansas resident)

as agent for service of process pursuant to K.S.A. 60-306.

2. The address of the service agent in Kansas is:

(Street address or rural route)

(City)

(County)

(Zip code)

3. In testimony whereof, I _____, of said entity, hereunto

subscribe my name this _____ day of _____, A.D. 201__.

(Signature)

State of _____

County of _____ } ss.

Acknowledged before me this _____ day of _____, 201__.

My appointment or commission expires _____.

Affix an impression of notary's seal here:

(Notary's Signature)

Please submit this document, properly notarized with \$20 filing fee, to:
Secretary of State, Corporation Division, 1st Floor, Memorial Hall,
120 SW 10th Ave. Topeka, Kansas 66612; (785) 296-4564.

DIVISION 1 - GENERAL REQUIREMENTS**SECTION 01 0000 – STATE OF KANSAS REQUIREMENTS****PART 1 - GENERAL****1.0 OVERVIEW**

- A. In case of conflicts between the State of Kansas information (Document A through Document I and Section 01 0000) and the technical specifications provided by the design team, the State of Kansas information prevails.

1.1 CONTACT INFORMATION FOR THE OFFICE OF FACILITIES MANAGEMENT

- 1. **USPS:** Office of Facilities and Property Management, Design, Construction & Compliance, Department of Administration, Suite **700**, 800 S. W. Jackson Street, Topeka, Kansas 66612-1216.
- 2. **Shipping address (via courier):** Office of Facilities and Property Management, Design, Construction & Compliance, Department of Administration, Suite **700**, 800 S. W. Jackson Street, Topeka, Kansas 66612-1216.
- 3. **Electronically:** Visit our website at <http://www.da.ks.gov/fp/>.
- 4. **Telephonically:** (785) 296-8899.

1.2 PRE-CONSTRUCTION CONFERENCE

- A. The successful Bidder shall agree to attend a pre-construction conference along with persons responsible for the various operations involved with the Project.

1.3 COORDINATION WITH OWNER

- A. The Owner will make the necessary arrangements to cause the Work area to be available to the Contractor. Access and egress to the Work area shall be routes prescribed by the Owner.
- B. The prospective Bidder shall visit the site and ascertain the extent of the Work to be done under the Contract and the conditions under which it must be performed.
- C. The prospective Bidder shall make his own estimates and verify all dimensions of areas on the job.
- D. The prospective Bidder shall familiarize himself with the traffic regulations and parking and storage areas he will become involved with if he becomes the Contractor. The Contractor shall inform his workmen of these regulations and conditions. Parking and storage areas shall be as designated by the Owner.
- E. Contact **Dave DeBusman, Project Manager, KSU Division of Facilities Planning** at telephone number **785-532-1728**, email **jdave@ksu.edu**, for assistance in exploring the area(s) of Work.

1.4 CONSTRUCTION PROGRESS MEETINGS

- A. Construction progress meetings will be held at the project site at a minimum, every 30 days, (monthly) while construction is on-going unless otherwise directed by the project architect/engineer. Coordinate dates of meetings with preparation of the payment request. These meetings are mandatory.

1.5 CERTIFICATE OF PROJECT COMPLETION

- A. Upon final completion of the work under the Contract, a formal Certificate of Project Completion will be forwarded to the Contractor by the Architect/Engineer. The date of the certificate shall be the starting date of the guarantee or warranty period for all guarantees or warranties.

1.6 OPERATION AND MAINTENANCE DATA

- A. Bind operation and maintenance data in 8-1/2" x 11" text pages in 3-ring binders.
- B. Binder covers shall have printed title "OPERATION AND MAINTENANCE INSTRUCTIONS," "title of project" and "project number."
- C. Internally subdivide binder contents with permanent page dividers, logically organized, with tab titling clearly printed under reinforced laminated plastic tabs.
- D. Submit a minimum of five (5) sets to the Architect/Engineer prior to the final inspection.

1.7 PROJECT CLOSEOUT CHECKLIST

- A. The document below is for use by the project architect/engineer, contractor and Owner to verify all items related to final completion are provided before final payment is released to the contractor.

PROJECT CLOSEOUT CHECKLIST

CONTRACTOR MUST HAVE THE FOLLOWING ITEMS COMPLETED AND APPROVED TO RECEIVE FINAL PAYMENT.

Check when complete or write NA in the blank if not applicable

- _____ Punchlist items
- _____ All warranties and instructions have been delivered to the Owner
- _____ All keys have been delivered to the Owner.
- _____ All maintenance equipment and tools have been delivered to the Owner.
- _____ All extra materials and spare parts have been delivered to the Owner.
- _____ Certificate of (Partial) Occupancy
- _____ If Commissioning is the responsibility of the contractor, it has been completed and commissioning report has been delivered to the Architect/Engineer.
- _____ If Testing and Balance is the responsibility of the contractor, approved reports have been completed and delivered to the Architect/Engineer.
- _____ In projects which have security related design elements, the architect and engineer shall return all security related shop drawings to the Owner.
- _____ O and M manuals have been delivered to the project Architect/Engineer, have been reviewed for completeness and have been delivered to the Owner.
- _____ Training and demonstrations of as required by the specifications has been completed.
- _____ Record Documents have been delivered to the project Architect/Engineer. (Reference Document D – General Conditions of the Contract Article 17 paragraph AA)
- _____ Final Cleaning has occurred to the satisfaction of the Owner and project Architect/Engineer.
- _____ Certificate of Occupancy executed by the Office of Facilities and Property Management is on file.

A copy of this form shall be submitted to OFPM along with the Affidavit of Contractor & Certificate of Project Completion.

END OF SECTION 01 0000

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Work covered by the Contract Documents.
 - 2. Use of premises.
 - 3. Owner's occupancy requirements.
 - 4. Work restrictions.
 - 5. Specification formats and conventions.
- B. Related Sections include the following:
 - 1. Division 01 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification:
 - 1. Owner's Representative: David McMullen, Kansas State University
- B. Architect: Gould Evans Associates
- C. The Work consists of the following: Demolition and renovation of the existing Memorial Stadium facility, including repairs to the exterior stone work. The renovation work involves approximately 21,000 SF and includes new concrete slab-on grade, gypsum board & metal stud walls, riser seating, new finishes, new mechanical/electrical/plumbing/fire protection, and green roof.
- D. The work does not include the exterior stone work, exterior curtainwall or exterior storefront.

1.4 USE OF PREMISES

- A. General: Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
- B. Use of Site: Limit use of premises to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Driveways and Entrances: Keep roads and parking lots adjacent to premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize impact on school schedule.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

1.5 WORK RESTRICTIONS

- A. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 1. Notify Owner not less than two days in advance of proposed utility interruptions.
 2. Do not proceed with utility interruptions without Owner's written permission.
- B. Nonsmoking Building: Smoking is not permitted within the building or within **25 feet (8 m)** of entrances, operable windows, or outdoor air intakes.

1.6 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 50-division format and CSI/CSC's "MasterFormat" numbering system.
 1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
 2. Division 01: Sections in Division 01 govern the execution of the Work of all Sections in the Specifications.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.

- a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012300 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
 - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternate No. 1: Drama therapy space.

1. Base Bid: Walls around space. Insulation around space (exterior walls and roof)
2. Alternate 1: Concrete slab, sprung wood floor. Ceilings, lighting, plumbing and all finishes indicated in documents. Mechanical Equipment for Drama therapy space and mounting. Ceiling Insulation.

B. Alternate No. 2: AV Systems.

1. Base Bid: Installation of infrastructure (power / conduit only). No AV conduit to spaces outside of theater.
2. Alternate: Full AV systems install. AV conduit to all spaces.

C. Alternate No. 3: Finish upgrades.

1. Base Bid: Gypsum Board at north wall of lobby only. Stained concrete floors. No perf metal in theater. Lay-in ceiling over lobby
2. Alternate: Wood wall pulley display system at Lobby north wall. Tile Floors. Perforated Metal in theater.

END OF SECTION 012300

SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Sections:
 - 1. Division 01 Section "Alternates" for products selected under an alternate.
 - 2. Division 01 Section "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.
 - 3. Divisions 02 through 49 Sections for specific requirements and limitations for substitutions.

1.3 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
 - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
 - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use CSI Form 13.1A.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.

- c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable specification section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - i. Indication that substitution is code compliant.
 - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - k. Cost information, including a proposal of change, if any, in the Contract Sum.
 - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
 - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

- A. Coordination: Modify or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
 - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Substitution request is fully documented and properly submitted.
 - c. Requested substitution will not adversely affect Contractor's construction schedule.
 - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - e. Requested substitution is compatible with other portions of the Work.
 - f. Requested substitution has been coordinated with other portions of the Work.
 - g. Requested substitution provides specified warranty.
 - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Not allowed

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections:
 - 1. Division 01 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on an Architect's Supplemental Instruction form.

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in Proposal Request or 20 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - e. Quotation Form: Use forms provided by Owner or forms acceptable to Architect.

- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.
1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 4. Include costs of labor and supervision directly attributable to the change.
 5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 6. Comply with requirements in Division 01 Section "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
 7. Proposal Request Form: Use form provided by Owner or form acceptable to Architect.

1.5 ADMINISTRATIVE CHANGE ORDERS

- A. Allowance Adjustment: Refer to Division 01 Section "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.

1.6 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.7 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

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PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections:
 - 1. Division 01 Section "Allowances" for procedural requirements governing the handling and processing of allowances.
 - 2. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 3. Division 01 Section "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.
 - 4. Division 01 Section "Submittal Procedures" for administrative requirements governing the preparation and submittal of the submittal schedule.

1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule. Cost-loaded Critical Path Method Schedule may serve to satisfy requirements for the schedule of values.
 - 1. Correlate line items in the schedule of values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with continuation sheets.
 - b. Submittal schedule.
 - c. Items required to be indicated as separate activities in Contractor's construction schedule.
 - 2. Submit the schedule of values to Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.

- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
1. Identification: Include the following Project identification on the schedule of values:
 - a. Project name and location.
 - b. State Building Number
 - c. State Project Number
 - d. Name of Architect.
 - e. Architect's project number.
 - f. Contractor's name and address.
 - g. Date of submittal.
 2. Arrange schedule of values consistent with format of AIA Document G703.
 3. Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
 - 1) Labor.
 - 2) Materials.
 - 3) Equipment.
 4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of Contract Sum.
 5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
 6. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.
 7. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
 8. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
 9. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.

10. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Application for Payment Forms: Use forms acceptable to Architect and Owner for Applications for Payment. Submit forms for approval with initial submittal of schedule of values.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
 4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
- E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
 1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 3. Provide summary documentation for stored materials indicating the following:
 - a. Materials previously stored and included in previous Applications for Payment.
 - b. Work completed for this Application utilizing previously stored materials.
 - c. Additional materials stored with this Application.
 - d. Total materials remaining stored, including materials with this Application.
- F. Transmittal: Submit four signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 2. When an application shows completion of an item, submit conditional final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
- H. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 2. When an application shows completion of an item, submit conditional final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 5. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
- I. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of values.
 3. Contractor's construction schedule (preliminary if not final).
 4. Products list (preliminary if not final).
 5. Schedule of unit prices.
 6. Submittal schedule (preliminary if not final).
 7. List of Contractor's staff assignments.
 8. List of Contractor's principal consultants.
 9. Copies of building permits.
 10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 11. Initial progress report.
 12. Report of preconstruction conference.
 13. Certificates of insurance and insurance policies.
 14. Performance and payment bonds.
 15. Data needed to acquire Owner's insurance.
- J. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.

2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- K. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 6. AIA Document G707, "Consent of Surety to Final Payment."
 7. Evidence that claims have been settled.
 8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
 9. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General project coordination procedures.
 - 2. Administrative and supervisory personnel.
 - 3. Coordination drawings.
 - 4. Requests for Information (RFIs).
 - 5. Project Web site.
 - 6. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.
- C. Related Sections:
 - 1. Division 01 Section "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
 - 2. Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 3. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

- A. RFI: Request from Owner, Architect, or Contractor seeking information from each other during construction.

1.4 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.

- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's construction schedule.
 - 2. Preparation of the schedule of values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.
 - 5. Progress meetings.
 - 6. Preinstallation conferences.
 - 7. Project closeout activities.
 - 8. Startup and adjustment of systems.
 - 9. Project closeout activities.
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
 - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

1.5 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
 - 1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
 - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
 - 1. Project name.
 - 2. Project number.
 - 3. Date.
 - 4. Name of Contractor.
 - 5. Name of Architect.
 - 6. RFI number, numbered sequentially.
 - 7. RFI subject.
 - 8. Specification Section number and title and related paragraphs, as appropriate.
 - 9. Drawing number and detail references, as appropriate.
 - 10. Field dimensions and conditions, as appropriate.
 - 11. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.

12. Contractor's signature.
 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: Software-generated form with substantially the same content as indicated above, acceptable to Architect.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Architect's actions on submittals.
 - f. Incomplete RFIs or inaccurately prepared RFIs.
 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.
- E. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.
- F. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Include the following:
1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Architect.
 4. RFI number including RFIs that were dropped and not submitted.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date Architect's response was received.
 8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

1.6 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three Insert number days of the meeting.
- B. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.
1. Conduct the conference to review responsibilities and personnel assignments.
 2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 3. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing and long-lead items.
 - d. Designation of key personnel and their duties.
 - e. Lines of communications.
 - f. Procedures for processing field decisions and Change Orders.
 - g. Procedures for RFIs.
 - h. Procedures for testing and inspecting.
 - i. Procedures for processing Applications for Payment.
 - j. Distribution of the Contract Documents.
 - k. Submittal procedures.
 - l. Sustainable design requirements.
 - m. Preparation of record documents.
 - n. Use of the premises.
 - o. Work restrictions.
 - p. Working hours.
 - q. Owner's occupancy requirements.
 - r. Responsibility for temporary facilities and controls.
 - s. Procedures for moisture and mold control.
 - t. Procedures for disruptions and shutdowns.
 - u. Construction waste management and recycling.
 - v. Parking availability.
 - w. Office, work, and storage areas.
 - x. Equipment deliveries and priorities.
 - y. First aid.
 - z. Security.
 - aa. Progress cleaning.
 4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.

- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
1. Attendees: 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 Architect of scheduled meeting dates.
 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
 - h. Review of mockups.
 - i. Possible conflicts.
 - j. Compatibility problems.
 - k. Time schedules.
 - l. Weather limitations.
 - m. Manufacturer's written recommendations.
 - n. Warranty requirements.
 - o. Compatibility of materials.
 - p. Acceptability of substrates.
 - q. Temporary facilities and controls.
 - r. Space and access limitations.
 - s. Regulations of authorities having jurisdiction.
 - t. Testing and inspecting requirements.
 - u. Installation procedures.
 - v. Coordination with other work.
 - w. Required performance results.
 - x. Protection of adjacent work.
 - y. Protection of construction and personnel.
 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: Conduct progress meetings at biweekly intervals.
1. Coordinate dates of meetings with preparation of payment requests.
 2. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

- a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Progress cleaning.
 - 10) Quality and work standards.
 - 11) Status of correction of deficient items.
 - 12) Field observations.
 - 13) Status of RFIs.
 - 14) Status of proposal requests.
 - 15) Pending changes.
 - 16) Status of Change Orders.
 - 17) Pending claims and disputes.
 - 18) Documentation of information for payment requests.
4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
 - a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections include the following:
 - 1. Division 01 Section "Payment Procedures" for submitting Applications for Payment and the Schedule of Values.
 - 2. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes and for submitting Coordination Drawings.
 - 3. Division 01 Section "Quality Requirements" for submitting test and inspection reports and for mockup requirements.
 - 4. Division 01 Section "Closeout Procedures" for submitting O & M Manuals & warranties.
 - 5. Divisions 02 through 49 Sections for specific requirements for submittals in those Sections.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Architect's responsive action.
- B. Informational Submittals: Written information that does not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

1.4 SUBMITTAL PROCEDURES

- A. General: Electronic copies of CAD Drawings of the Contract Drawings may be provided by Architect for Contractor's use in preparing submittals.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

- C. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow 10 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 5 days for review of each resubmittal.
 4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 10 days for initial review of each submittal.
- D. Identification: Place a permanent label or title block on each submittal for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Provide a space approximately 6 by 8 inches (150 by 200 mm) on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
 3. Include the following information on label for processing and recording action taken:
 - a. Project name and both the Building Number and State project numbers
 - b. Date.
 - c. Name and address of Architect.
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Submittal number or other unique identifier, including revision identifier.
 - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).
 - i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.
 - l. Other necessary identification.
- E. Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.
- F. Additional Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
1. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.
 2. Additional copies submitted for maintenance manuals will not be marked with action taken and will be returned.
- G. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review, received from sources other than Contractor.

1. Transmittal Form: Provide locations on form for the following information:
 - a. Project name and both Building Number and State project numbers
 - b. Date.
 - c. Destination (To:).
 - d. Source (From:).
 - e. Names of subcontractor, manufacturer, and supplier.
 - f. Category and type of submittal.
 - g. Submittal purpose and description.
 - h. Specification Section number and title.
 - i. Drawing number and detail references, as appropriate.
 - j. Transmittal number, numbered consecutively.
 - k. Submittal and transmittal distribution record.
 - l. Remarks.
 - m. Signature of transmitter.
 2. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same label information as related submittal.
- H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
- I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- J. Use for Construction: Use only final submittals with mark indicating "Aproved or Approved as Noted" taken by Architect.

1.5 CONTRACTOR'S USE OF ARCHITECT'S CAD FILES

- A. General: At Contractor's written request, copies of Architect's CAD files may be provided to Contractor for Contractor's use in connection with Project, subject to the following conditions:
1. General Contract shall sign a release document and pay \$250 to cover cost of preparing the CAD files.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Standard color charts.
 - e. Manufacturer's catalog cuts.
 - f. Wiring diagrams showing factory-installed wiring.
 - g. Printed performance curves.
 - h. Operational range diagrams.
 - i. Mill reports.
 - j. Standard product operation and maintenance manuals.
 - k. Compliance with specified referenced standards.
 - l. Testing by recognized testing agency.
 - m. Application of testing agency labels and seals.
 - n. Notation of coordination requirements.
 4. Submit Product Data before or concurrent with Samples.
 5. Number of Copies: Submit six copies of Product Data, unless otherwise indicated. Architect will return three copies. Mark up and retain one returned copy as a Project Record Document.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal of Architect's CAD Drawings are otherwise permitted.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - f. Shopwork manufacturing instructions.
 - g. Templates and patterns.
 - h. Schedules.
 - i. Design calculations.
 - j. Compliance with specified standards.
 - k. Notation of coordination requirements.
 - l. Notation of dimensions established by field measurement.
 - m. Relationship to adjoining construction clearly indicated.
 - n. Seal and signature of professional engineer if specified.
 - o. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 30 by 40 inches (750 by 1000 mm).
 3. Number of Copies: Submit two opaque (bond) copies of each submittal. Architect will return one copy.

- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of appropriate Specification Section.
 3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
 4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
 5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a Project Record Sample.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- E. Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
1. Type of product. Include unique identifier for each product.

2. Number and name of room or space.
 3. Location within room or space.
 4. Number of Copies: Submit three copies of product schedule or list, unless otherwise indicated. Architect will return two copies.
 - a. Mark up and retain one returned copy as a Project Record Document.
- F. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation" for Construction Manager's action.
- G. Submittals Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- H. Application for Payment: Comply with requirements specified in Division 01 Section "Payment Procedures."
- I. Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."
- J. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
1. Name, address, and telephone number of entity performing subcontract or supplying products.
 2. Number and title of related Specification Section(s) covered by subcontract.
 3. Drawing number and detail references, as appropriate, covered by subcontract.
 4. Number of Copies: Submit three copies of subcontractor list, unless otherwise indicated. Architect will return two copies.
 - a. Mark up and retain one returned copy as a Project Record Document.

2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
1. Number of Copies: Submit two copies of each submittal, unless otherwise indicated. Architect will not return copies.
 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 3. Test and Inspection Reports: Comply with requirements specified in Division 01 Section "Quality Requirements."
- B. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- C. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- D. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure

Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.

- E. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- F. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- G. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- H. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- I. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- J. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- K. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - 1. Name of evaluation organization.
 - 2. Date of evaluation.
 - 3. Time period when report is in effect.
 - 4. Product and manufacturers' names.
 - 5. Description of product.
 - 6. Test procedures and results.
 - 7. Limitations of use.
- L. Schedule of Tests and Inspections: Comply with requirements specified in Division 01 Section "Quality Requirements."
- M. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- N. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- O. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

- P. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."
- Q. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- R. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
1. Preparation of substrates.
 2. Required substrate tolerances.
 3. Sequence of installation or erection.
 4. Required installation tolerances.
 5. Required adjustments.
 6. Recommendations for cleaning and protection.
- S. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
1. Name, address, and telephone number of factory-authorized service representative making report.
 2. Statement on condition of substrates and their acceptability for installation of product.
 3. Statement that products at Project site comply with requirements.
 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 6. Statement whether conditions, products, and installation will affect warranty.
 7. Other required items indicated in individual Specification Sections.
- T. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.
- U. Operating & Maintenance Manuals: Contractor shall submit four (4) complete copies of bound O & M manuals to the University's Project Manager at the time of project closeout. Distribution shall be as follows:
1. Three (3) copies to Facilities Operations (FO)
 2. One (1) copy to Athletics.
- V. Material Safety Data Sheets (MSDSs): Submit information directly to Owner; do not submit to Architect.
1. Architect will not review submittals that include MSDSs and will return the entire submittal for re-submittal.

2.3 DELEGATED DESIGN

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit three copies of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S / ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
 - 1. **Approved**-Fabrication/installation may be undertaken, approval does not authorize changes to the contract sum or contract time.
 - 2. **Approved as Corrected**- Fabrication/installation may be undertaken, approval does not authorize changes to the contract sum or contract time.
 - 3. **Revise and Resubmit**-Fabrication and/or installation may not be undertaken, in resubmitting, limit corrections to items marked.
 - 4. **Rejected**- Fabrication and/or installation may not be undertaken, in resubmitting, limit corrections to items marked
 - 5. **No Action Taken**- Submittal either not required for this item or provided for information only. Contract requirements should be followed in all cases.

- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.
- C. Mockups: Full-size, physical assemblies that are constructed on-site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples. Approved mockups establish the standard by which the Work will be judged.
- D. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.

- E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.
- F. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.
- J. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

- A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 SUBMITTALS

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
 - 1. Specification Section number and title.
 - 2. Description of test and inspection.
 - 3. Identification of applicable standards.
 - 4. Identification of test and inspection methods.

5. Number of tests and inspections required.
6. Time schedule or time span for tests and inspections.
7. Entity responsible for performing tests and inspections.
8. Requirements for obtaining samples.
9. Unique characteristics of each quality-control service.

C. Reports: Prepare and submit certified written reports that include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.

- F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
 - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
 - 1. Contractor responsibilities include the following:
 - a. Provide test specimens representative of proposed products and construction.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
 - d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
 - e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
 - f. When testing is complete, remove test specimens, assemblies, mockups, and laboratory mockups; do not reuse products on Project.
 - 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

1.7 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
 - 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
 - 2. Payment for these services will be made from testing and inspecting allowances, as authorized by Change Orders.

3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures."
- D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- E. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform any duties of Contractor.
- F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.

3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- H. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within 30 days of date established for commencement of the Work.
1. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.8 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Owner will engage a qualified special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, and as follows:
1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
 2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
 3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
 4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
 5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
 6. Retesting and reinspecting corrected work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Prepare a record of tests and inspections. Include the following:
1. Date test or inspection was conducted.
 2. Description of the Work tested or inspected.
 3. Date test or inspection results were transmitted to Architect.

4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
 2. Comply with the Contract Document requirements for Division 01 Section "Cutting and Patching."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Sections:
 - 1. Division 01 Section "Alternates" for products selected under an alternate.
 - 2. Division 01 Section "Substitution Procedures" for requests for substitutions.

1.3 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.4 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
 2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
 - a. Form of Approval: As specified in Division 01 Section "Submittal Procedures."
 - b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.
- C. Storage:
1. Store products to allow for inspection and measurement of quantity or counting of units.
 2. Store materials in a manner that will not endanger Project structure.
 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
 4. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
 5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
 6. Protect stored products from damage and liquids from freezing.

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 - 1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 - 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
 - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 - 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
 - 3. Refer to Divisions 02 through 49. Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
 - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 - 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 - 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 - 4. Where products are accompanied by the term "as selected," Architect will make selection.
 - 5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
 - 6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.
- B. Product Selection Procedures:
 - 1. Products:
 - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered, unless otherwise indicated.

- b. Nonrestricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.
 - 2. Manufacturers:
 - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered, unless otherwise indicated.
 - b. Nonrestricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.
 - 3. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
- C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
 - 1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Division 01 Section "Substitution Procedures" for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
 - 1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 - 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - 3. Evidence that proposed product provides specified warranty.
 - 4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.

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5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Field engineering and surveying.
 - 3. Installation of the Work.
 - 4. Cutting and patching.
 - 5. Coordination of Owner-installed products.
 - 6. Progress cleaning.
 - 7. Starting and adjusting.
 - 8. Protection of installed construction.
 - 9. Correction of the Work.
- B. Related Sections:
 - 1. Division 01 Section "Submittal Procedures" for submitting surveys.
 - 2. Division 01 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.
 - 3. Division 07 Section "Penetration Firestopping" for patching penetrations in fire-rated construction.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For professional engineer.

1.5 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.
- B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

1.6 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to the Architect for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, and other construction affecting the Work.
 - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
 - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - a. Description of the Work.
 - b. List of detrimental conditions, including substrates.
 - c. List of unacceptable installation tolerances.
 - d. Recommended corrections.
2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of the Contractor, submit a request for information to Architect according to requirements in Division 01 Section "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
- B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.
 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
 2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 3. Inform installers of lines and levels to which they must comply.
 4. Check the location, level and plumb, of every major element as the Work progresses.

5. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
 6. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

3.4 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
1. Make vertical work plumb and make horizontal work level.
 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
 4. Maintain minimum headroom clearance of in occupied spaces.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect and in accordance with applicable codes.
 2. Allow for building movement, including thermal expansion and contraction.
 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

- H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.5 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Temporary Support: Provide temporary support of work to be cut.
- C. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- D. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Concrete: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - 4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.
 - 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 - 6. Proceed with patching after construction operations requiring cutting are complete.
- E. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.

3.6 OWNER-INSTALLED PRODUCTS

- A. Site Access: Provide access to Project site for Owner's construction personnel.
- B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction personnel.
 - 1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually

agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.

2. Preinstallation Conferences: Include Owner's construction personnel at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction personnel if portions of the Work depend on Owner's construction.

3.7 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 - a. Utilize containers intended for holding waste materials of type to be stored.
 4. Coordinate progress cleaning for joint-use areas where more than one installer has worked.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 1. Remove liquid spills promptly.
 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Division 01 Section "Temporary Facilities and Controls."
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.8 STARTING AND ADJUSTING

- A. Coordinate startup and adjusting of equipment and operating components with requirements in Division 01 Section "General Commissioning Requirements."
- B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- E. Manufacturer's Field Service: Comply with qualification requirements in Division 01 Section "Quality Requirements."

3.9 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.10 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

3.11 INSPECTIONS

- A. Provide State of Kansas required inspections as indicated on the state DFM webpage.

END OF SECTION 017300

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
- B. Related Sections:
 - 1. Division 01 Section "Execution" for progress cleaning of Project site.
 - 2. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 3. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
 - 4. Divisions 02 through 49 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

SUBSTANTIAL COMPLETION

- C. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete with request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Advise Owner of pending insurance changeover requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 5. Prepare and submit Project Record Documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
 - 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 - 7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 - 8. Complete startup testing of systems.
 - 9. Submit test/adjust/balance records.

10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 11. Advise Owner of changeover in heat and other utilities.
 12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
 13. Complete final cleaning requirements, including touchup painting.
 14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
 15. Verify that all state required inspections are complete. See State of Kansas Occupancy Checklist form.
- D. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for final completion.

1.3 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:
1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
 2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Submit pest-control final inspection report and warranty.
 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.4 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Page number.
4. Submit list of incomplete items in the following format:
 - a. PDF electronic file.
 - b. Four paper copies of product schedule or list, unless otherwise indicated. Architect will return one copies.

1.5 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive **8-1/2-by-11-inch (215-by-280-mm)** paper.
 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
 4. Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide table of contents at beginning of document.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

1. Use cleaning products that meet Green Seal GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Remove snow and ice to provide safe access to building.
 - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - h. Sweep concrete floors broom clean in unoccupied spaces.
 - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
 - j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - k. Remove labels that are not permanent.
 - l. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - 1) Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates.
 - m. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.

- n. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
 - o. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - p. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - q. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter upon inspection.
 - 1) Clean HVAC system in compliance with NADCA Standard 1992-01. Provide written report upon completion of cleaning.
 - r. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
 - s. Leave Project clean and ready for occupancy.
- C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests. Prepare a report.
- D. Construction Waste Disposal: Comply with waste disposal requirements in Division 01 Section "Temporary Facilities and Controls."

END OF SECTION 017700

SECTION 017823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Operation and maintenance documentation directory.
 - 2. Emergency manuals.
 - 3. Operation manuals for systems, subsystems, and equipment.
 - 4. Maintenance manuals for the care and maintenance of products, materials, and finishes systems and equipment.
- B. Related Sections include the following:
 - 1. Division 01 Section "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
 - 2. Division 01 Section "Closeout Procedures" for submitting operation and maintenance manuals.
 - 3. Division 01 Section "Project Record Documents" for preparing Record Drawings for operation and maintenance manuals.
 - 4. Divisions 02 through 49 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

1.3 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 SUBMITTALS

- A. Final Submittal: Submit one copy of each manual in final form at least 15 days before final inspection. Architect will return copy with comments within 15 Insert number days after final inspection.
 - 1. Correct or modify each manual to comply with Architect's comments. Submit 1 copies of each corrected manual within 15 days of receipt of Architect's comments.

1.5 COORDINATION

- A. Where operation and maintenance documentation includes information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives and prepare manuals.

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

- A. Organization: Include a section in the directory for each of the following:
 - 1. List of documents.
 - 2. List of systems.
 - 3. List of equipment.
 - 4. Table of contents.
- B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
- C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
- D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

2.2 MANUALS, GENERAL

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
 - 1. Title page.
 - 2. Table of contents.
 - 3. Manual contents.
- B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:
 - 1. Subject matter included in manual.
 - 2. Name and address of Project.
 - 3. Name and address of Owner.
 - 4. Date of submittal.
 - 5. Name, address, and telephone number of Contractor.
 - 6. Name and address of Architect.
 - 7. Cross-reference to related systems in other operation and maintenance manuals.

- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (215-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
 - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.
 2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
 3. Supplementary Text: Prepared on 8-1/2-by-11-inch (215-by-280-mm) white bond paper.
 4. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.3 EMERGENCY MANUALS

- A. Content: Organize manual into a separate section for each of the following:
1. Type of emergency.
 2. Emergency instructions.
 3. Emergency procedures.
- B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
1. Fire.
 2. Flood.
 3. Gas leak.
 4. Water leak.

5. Power failure.
 6. Water outage.
 7. System, subsystem, or equipment failure.
 8. Chemical release or spill.
- C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- D. Emergency Procedures: Include the following, as applicable:
1. Instructions on stopping.
 2. Shutdown instructions for each type of emergency.
 3. Operating instructions for conditions outside normal operating limits.
 4. Required sequences for electric or electronic systems.
 5. Special operating instructions and procedures.

2.4 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
1. System, subsystem, and equipment descriptions.
 2. Performance and design criteria if Contractor is delegated design responsibility.
 3. Operating standards.
 4. Operating procedures.
 5. Operating logs.
 6. Wiring diagrams.
 7. Control diagrams.
 8. Piped system diagrams.
 9. Precautions against improper use.
 10. License requirements including inspection and renewal dates.
- B. Descriptions: Include the following:
1. Product name and model number.
 2. Manufacturer's name.
 3. Equipment identification with serial number of each component.
 4. Equipment function.
 5. Operating characteristics.
 6. Limiting conditions.
 7. Performance curves.
 8. Engineering data and tests.
 9. Complete nomenclature and number of replacement parts.
- C. Operating Procedures: Include the following, as applicable:
1. Startup procedures.
 2. Equipment or system break-in procedures.
 3. Routine and normal operating instructions.
 4. Regulation and control procedures.
 5. Instructions on stopping.
 6. Normal shutdown instructions.
 7. Seasonal and weekend operating instructions.

8. Required sequences for electric or electronic systems.
 9. Special operating instructions and procedures.
- D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.5 PRODUCT MAINTENANCE MANUAL

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Product Information: Include the following, as applicable:
1. Product name and model number.
 2. Manufacturer's name.
 3. Color, pattern, and texture.
 4. Material and chemical composition.
 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
1. Inspection procedures.
 2. Types of cleaning agents to be used and methods of cleaning.
 3. List of cleaning agents and methods of cleaning detrimental to product.
 4. Schedule for routine cleaning and maintenance.
 5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
1. Include procedures to follow and required notifications for warranty claims.

2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each

product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

- C. **Manufacturers' Maintenance Documentation:** Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
 - 1. Standard printed maintenance instructions and bulletins.
 - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
 - 3. Identification and nomenclature of parts and components.
 - 4. List of items recommended to be stocked as spare parts.
- D. **Maintenance Procedures:** Include the following information and items that detail essential maintenance procedures:
 - 1. Test and inspection instructions.
 - 2. Troubleshooting guide.
 - 3. Precautions against improper maintenance.
 - 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - 5. Aligning, adjusting, and checking instructions.
 - 6. Demonstration and training videotape, if available.
- E. **Maintenance and Service Schedules:** Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
 - 1. **Scheduled Maintenance and Service:** Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
 - 2. **Maintenance and Service Record:** Include manufacturers' forms for recording maintenance.
- F. **Spare Parts List and Source Information:** Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. **Maintenance Service Contracts:** Include copies of maintenance agreements with name and telephone number of service agent.
- H. **Warranties and Bonds:** Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

- A. **Emergency Manual:** Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- B. **Product Maintenance Manual:** Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

- C. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
 - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
 - 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- D. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
 - 1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
- E. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.
 - 1. Do not use original Project Record Documents as part of operation and maintenance manuals.
 - 2. Comply with requirements of newly prepared Record Drawings in Division 01 Section "Project Record Documents."
- F. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017823

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
- B. Related Sections include the following:
 - 1. Division 01 Section "Closeout Procedures" for general closeout procedures.
 - 2. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 3. Divisions 02 through 49 Sections for specific requirements for Project Record Documents of the Work in those Sections.

1.3 SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit one set(s) of marked-up Record Prints.
 - 2. Number of Copies: Submit copies of Record Drawings as follows:
 - a. Final Submittal: Submit one set(s) of marked-up Record Prints, one set(s) of Record Transparencies, and three copies printed from Record Transparencies. Print each Drawing, whether or not changes and additional information were recorded.
- B. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit one copy of each Product Data submittal.
 - 1. Where Record Product Data is required as part of operation and maintenance manuals, submit marked-up Product Data as an insert in manual instead of submittal as Record Product Data.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.
1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an understandable drawing technique.
 - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Depths of foundations below first floor.
 - d. Locations and depths of underground utilities.
 - e. Revisions to routing of piping and conduits.
 - f. Revisions to electrical circuitry.
 - g. Actual equipment locations.
 - h. Duct size and routing.
 - i. Locations of concealed internal utilities.
 - j. Changes made by Change Order or Construction Change Directive.
 - k. Changes made following Architect's written orders.
 - l. Details not on the original Contract Drawings.
 - m. Field records for variable and concealed conditions.
 - n. Record information on the Work that is shown only schematically.
 3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."

- d. Name of Architect.
- e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
 - 3. Note related Change Orders and Record Drawings where applicable.

2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 - 3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.

2.4 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

END OF SECTION 017839

SECTION 017900 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
 - 1. Demonstration of operation of systems, subsystems, and equipment.
 - 2. Training in operation and maintenance of systems, subsystems, and equipment.
 - 3. Demonstration and training videotapes.
- B. Related Sections include the following:
 - 1. Division 01 Section "Project Management and Coordination" for requirements for preinstruction conferences.
 - 2. Divisions 02 through 49 Sections for specific requirements for demonstration and training for products in those Sections.

1.3 SUBMITTALS

- A. Instruction Program: Submit two copies of outline of instructional program for demonstration and training, including a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
 - 1. At completion of training, submit one complete training manual(s) for Owner's use.
- B. Qualification Data: For instructor.
- C. Attendance Record: For each training module, submit list of participants and length of instruction time.
- D. Evaluations: For each participant and for each training module, submit results and documentation of performance-based test.
- E. Demonstration and Training Videotapes: Submit one copies within seven days of end of each training module.
 - 1. Identification: On each copy, provide an applied label with the following information:
 - a. Name of Project.
 - b. Name and address of photographer.
 - c. Name of Architect.
 - d. Name of Contractor.

- e. Date videotape was recorded.
 - f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
2. Transcript: Prepared on 8-1/2-by-11-inch (215-by-280-mm) paper, punched and bound in heavy-duty, 3-ring, vinyl-covered binders. Mark appropriate identification on front and spine of each binder. Include a cover sheet with same label information as the corresponding videotape. Include name of Project and date of videotape on each page.

1.4 QUALITY ASSURANCE

- A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.
- B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Division 01 Section "Quality Requirements," experienced in operation and maintenance procedures and training.
- C. Photographer Qualifications: A professional photographer who is experienced photographing construction projects.
- D. Preinstruction Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to demonstration and training including, but not limited to, the following:
 - 1. Inspect and discuss locations and other facilities required for instruction.
 - 2. Review and finalize instruction schedule and verify availability of educational materials, instructors' personnel, audiovisual equipment, and facilities needed to avoid delays.
 - 3. Review required content of instruction.
 - 4. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

1.5 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections, and as follows:
1. Motorized doors, including automatic entrance doors.
 2. Equipment, including food-service equipment.
 3. Fire-protection systems, including fire alarm.
 4. Intrusion detection systems.
 5. Conveying systems, including elevators.
 6. Medical equipment, including medical gas equipment and piping.
 7. Heat generation, including boilers and radiant floor heating system.
 8. Refrigeration systems, including condensers.
 9. HVAC systems, including air-handling equipment air distribution systems and terminal equipment and devices.
 10. HVAC instrumentation and controls.
 11. Electrical service and distribution, including transformers switchboards panelboards and motor controls.
 12. Packaged engine generators, including transfer switches.
 13. Lighting equipment and controls.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following:
1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
 - a. System, subsystem, and equipment descriptions.
 - b. Performance and design criteria if Contractor is delegated design responsibility.
 - c. Operating standards.
 - d. Regulatory requirements.
 - e. Equipment function.
 - f. Operating characteristics.
 - g. Limiting conditions.
 - h. Performance curves.
 2. Documentation: Review the following items in detail:
 - a. Emergency manuals.
 - b. Operations manuals.
 - c. Maintenance manuals.
 - d. Project Record Documents.
 - e. Identification systems.
 - f. Warranties and bonds.
 - g. Maintenance service agreements and similar continuing commitments.
 3. Emergencies: Include the following, as applicable:
 - a. Instructions on meaning of warnings, trouble indications, and error messages.
 - b. Instructions on stopping.
 - c. Shutdown instructions for each type of emergency.

- d. Operating instructions for conditions outside of normal operating limits.
 - e. Sequences for electric or electronic systems.
 - f. Special operating instructions and procedures.
4. Operations: Include the following, as applicable:
- a. Startup procedures.
 - b. Equipment or system break-in procedures.
 - c. Routine and normal operating instructions.
 - d. Regulation and control procedures.
 - e. Control sequences.
 - f. Safety procedures.
 - g. Instructions on stopping.
 - h. Normal shutdown instructions.
 - i. Operating procedures for emergencies.
 - j. Operating procedures for system, subsystem, or equipment failure.
 - k. Seasonal and weekend operating instructions.
 - l. Required sequences for electric or electronic systems.
 - m. Special operating instructions and procedures.
5. Adjustments: Include the following:
- a. Alignments.
 - b. Checking adjustments.
 - c. Noise and vibration adjustments.
 - d. Economy and efficiency adjustments.
6. Troubleshooting: Include the following:
- a. Diagnostic instructions.
 - b. Test and inspection procedures.
7. Maintenance: Include the following:
- a. Inspection procedures.
 - b. Types of cleaning agents to be used and methods of cleaning.
 - c. List of cleaning agents and methods of cleaning detrimental to product.
 - d. Procedures for routine cleaning
 - e. Procedures for preventive maintenance.
 - f. Procedures for routine maintenance.
 - g. Instruction on use of special tools.
8. Repairs: Include the following:
- a. Diagnosis instructions.
 - b. Repair instructions.
 - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - d. Instructions for identifying parts and components.
 - e. Review of spare parts needed for operation and maintenance.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a combined training manual.
- B. Set up instructional equipment at instruction location.

3.2 INSTRUCTION

- A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.
- B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
 - 1. Architect will furnish an instructor to describe basis of system design, operational requirements, criteria, and regulatory requirements.
 - 2. Owner will furnish an instructor to describe Owner's operational philosophy.
 - 3. Owner will furnish Contractor with names and positions of participants.
- C. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
 - 1. Schedule training with Owner, through Architect, with at least seven days' advance notice.
- D. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of a demonstration performance-based test.
- E. Cleanup: Collect used and leftover educational materials and give to Owner. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

3.3 DEMONSTRATION AND TRAINING VIDEOTAPES

- A. General: Engage a qualified commercial photographer to record demonstration and training videotapes. Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.
- B. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to show area of demonstration and training. Display continuous running time.
- C. Transcript: Provide a typewritten transcript of the narration. Display images and running time captured from videotape opposite the corresponding narration segment.

END OF SECTION 017900