



## KANSAS CITY KANSAS PUBLIC SCHOOLS / USD 500

PURCHASING OFFICE | 2010 N. 59<sup>TH</sup> STREET ROOM 370 \ KANSAS CITY, KS 66104

WEB SITE: [WWW.KCKPS.ORG/PURCHASING](http://WWW.KCKPS.ORG/PURCHASING)

### MAINTENANCE OFFICES EXTERIOR CIRCULATION REPAIR NORTH CENTRAL OFFICE

**BID No: IFB 19-026**      **ISSUE DATE: SEPTEMBER 13, 2019**

Kansas City Kansas Public Schools (KCKPS) will receive sealed bids, on this form at the Purchasing Office, 2010 N. 59<sup>th</sup> Street, Room 370, Kansas City, KS 66104 until **2:00 PM, September 24, 2019**, at which time bids received will be publicly opened and read, all in accordance with bid instructions, specifications and/or bid conditions attached hereto or as shown below.

**PRE-BID MEETING:** A pre-bid meeting will be held **September 17, 2019 @ 2:00PM:**

KCKPS Facilities Department  
2220 N. 59<sup>th</sup> Street, Suite 229  
Kansas City, Kansas 66104

A site visit will follow the pre-bid meeting. Attendance is recommended, but not mandatory.

**CONTACT:**

Wayne Correll, Director of Purchasing | (913) 279-2270 | eMail: [wayne.correll@kckps.org](mailto:wayne.correll@kckps.org)

**All work is to be completed prior to August 31, 2020**

**Location of the Work**

North Central Office (NCO)  
2220 N. 59<sup>th</sup> Street  
Kansas City, Kansas 66104

**Bid Security**

Bid security shall be submitted with each bid in the amount of five percent (5%) of the bid amount. Owner reserves the right to reject any and all bids and to waive informalities and irregularities.

**Prevailing Wage**

Prevailing Wage IS NOT required for this project.

**Time of Completion**

Successful bidder shall begin the Work on receipt of the Notice to Proceed and shall complete the Work (Substantial Completion) no later than **August 31, 2020**

**Liquidated Damages**

**Completion of this project before August 31, 2020 is imperative.** At the District's sole discretion, liquidated damages per calendar day will be assessed against the Contract if the project is not completed by the date indicated.

**Clean-Up**

The Contractor will keep the premises free from accumulations of debris and waste materials caused by its employees in performance of the work. At completion of the project, Contractor shall remove all crating, packaging, waste and debris from the building and the site, and all tools, scaffolding and surplus materials, and shall leave the building and site "broom clean" or its equivalent.

**Permits, Codes and Ordinances**

Each Contractor shall file and pay for required permits affecting its work (if applicable). Each contractor shall conform to applicable codes and ordinances, including OSHA requirements.

**Damage to District Property**

Contractor at its own expense shall promptly remedy and repair all damages or loss to any property caused in whole or part by its employees, subcontractor(s), supplier or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable.

**No Smoking:** The District adheres to the mandatory "No Smoking" policy on school premises and/or at school functions. All bidders shall comply with this "No Smoking" policy.

## ATTACHMENT A – USD 500 STANDARD TERMS AND CONDITIONS

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1. SCOPE: The following terms and conditions shall prevail unless otherwise modified by U.S.D. 500 within this bid document. U.S.D. 500 reserves the right to reject any bid which takes exception to these terms and conditions.
2. DEFINITIONS AS USED HEREIN:
  - a. The term "bid request" means a solicitation of a formal sealed bid.
  - b. The term "bid" means the price offered by the bidder.
  - c. The term "bidder" means the offeror or Contractor.
  - d. The term "U.S.D. 500" means Unified School District No. 500.
  - e. The term "Board of Education" or "BOE" means the governing body of Unified School District No.500
3. COMPLETING BID: Bids must be submitted ONLY on the form provided in this bid document. All information must be legible. Any and all corrections and /or erasures must be initialed. Each bid sheet must be signed by the authorized bidder and required information must be provided.
4. CONFIDENTIALITY OF BID INFORMATION: Each bid must be sealed and submitted in or under cover of the enclosed envelope to provide confidentiality of the bid information prior to the bid opening. Supporting documents and/or descriptive literature may be submitted with the bid or in a separate envelope marked "Literature for Bid (Number)." Do NOT indicate bid prices on literature. All bids and supporting bid documents become public information after the bid opening and are available for inspection by the general public in accordance with the Kansas Open Records Act.
5. ACCURACY OF BID: Each bid is publicly opened and is made part of the public record of U.S.D. 500. Therefore, it is necessary that any and all information presented is accurate and/or will be that by which the bidder will complete the contract. If there is a discrepancy between the unit price and extended total, the unit price will prevail.
6. SUBMISSION OF BID: Bids are to be sealed and submitted to the Purchasing Department Office, 2010 North 59<sup>th</sup> Street, Room 370, Kansas City, Kansas, 66104, prior to the date and time indicated on the cover sheet.
7. ADDENDA: All changes in connection with this bid will be issued by the Purchasing Office in the form of a written addendum. Signed acknowledgement of receipt of each addendum must be submitted with the bid.
8. LATE BIDS AND MODIFICATION OR WITHDRAWALS: Bids received after the deadline designated in this bid document shall not be considered and shall be returned unopened.
9. BIDS BINDING: All bids submitted shall be binding upon the bidder if accepted by U.S.D. 500 within sixty (60) calendar days after the bid opening.
10. EQUIVALENT BIDS: When brand or trade names are used in the bid invitation, it is for the purpose of item identification and to establish standards for quality, style and features. Bids on equivalent items of substantially the same quality, style and features are invited unless items are marked "No Substitute." Equivalent bids must be accompanied by descriptive literature and/ or samples may be required and shall be supplied at no charge to the school district.
11. NEW MATERIALS, SUPPLIES AND EQUIPMENT: Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, of recent manufacture, first class in every respect, and suitable for their intended purpose. All equipment shall be assembled and fully serviced, ready for operation when delivered.
12. WARRANTY: Supplies or services furnished as a result of this bid shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to U.S.D. 500 by any other clause of this bid reserves the right to request from bidders a separate manufacturer certification of all statements made in the Proposal.
13. METHOD OF AWARD AND NOTIFICATION: Bids will be analyzed and the award made to the lowest and best, responsive and responsible bidder(s) whose bid conforms to the specifications and whose bid is considered to be the best value in the opinion of U.S.D. 500.
14. U.S.D. 500 reserves the right to reject any or all bids and any part of a bid: to waive informalities, technical defects, and minor irregularities in bids received: and to award the bid on an item by item basis by specified groups of items or to consider bids submitted on an "all or nothing" basis if the bid is clearly designed as such or when it is determined to be in the best interest of U.S.D. 500.
15. The signed bid shall be considered an offer on the part of the bidder: such offer shall be deemed accepted upon the issuance by U.S.D. 500 of a Purchase Order or other contractual document.
16. DELIVERY TERMS: All deliveries shall be F.O.B. Destination and all freight charges shall be included in the bid price.
17. DAMAGED AND/OR LATE SHIPMENTS: U.S.D 500 has no obligation to accept damaged shipments and reserves the right to return at the Contractor's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items. The Contractor is responsible to notify U.S.D. 500 Purchasing Office of any late or delayed shipments. U.S.D. 500 reserves the right to cancel all or any part of an order if the shipment is not made as promised.
18. CREDIT TERMS: Bidder shall indicate all discounts for full and/or prompt payment. Discounts shall be considered as a cost factor in the determination of award, except discounts offered for payment within less than ten (10) calendar days. Discounts offered shall be computed from date of receipt of correct invoice or receipt and acceptance of products, whichever is later.
19. SELLER'S INVOICE: Invoices shall be prepared and submitted in duplicate to address shown on the Purchase Order. Invoices shall contain the following information: Purchase Order number, contract number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price and extended totals.
20. TAX EXEMPT: U.S.D. 500 is exempt from Federal, State and local taxes by KS-FZLEKBLQ. Sites of all transactions under the order(s) that shall be derived from this bid request shall be deemed to have been accomplished within the State of Kansas.

- 21. SAFETY: All practices, materials, supplies and equipment shall comply with the federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
- 22. DISCLAIMER OR LIABILITY: U.S.D. 500 will not hold harmless or indemnify any bidder for any liability whatsoever.
- 23. TERMINATION RIGHTS: KCKPS shall have the right to terminate/cancel the Agreement for its convenience and without penalty upon thirty (30) days prior written notice to the contractor.
- 24. HOLD HARMLESS: The contractor agrees to protect, defend, indemnify and hold the Board of Education, its officers, employees and agents fee and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities or every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

**NO MUTUAL INDEMNIFICATION:**

K.S.A.72-8201a: Contracts; indemnification or hold harmless provisions, void.

(a) It is the public policy of the state of Kansas that all contracts entered into by the board of education of a school district, or any officers or employees thereof acting on behalf of the board, provide that the school district and board of education shall be responsible solely for the district's or board's actions or failure to act under a contract.

(b) The board of education of a school district or any officers or employees thereof acting on behalf of the board shall not have the authority to enter into a contract under which the school district or board agrees to, or is required to, indemnify or hold harmless against damages, injury or death resulting from the actions or failure to act on the part of any party to a contract other than the board or district.

(c) The provisions of any contract entered into in violation of this section shall be contrary to the public policy of the state of Kansas and shall be void and unenforceable.

- 25. INSURANCE: Upon receipt of award, Contractor shall provide Certificate of Insurance as required within three (3) days after notification issued by the Purchasing Department.

A. The following general insurance requirements apply to any and all work under this contract by all Contractors and subcontractors of any tier.

- (1) Any and all insurance required by this contract with each and any and all insurance required by this contract shall be maintained during the entire length of this contract, including any extensions thereto, and until all work has been completed to the satisfaction of the Kansas City Kansas Public Schools. Any and all insurance must be on an occurrence basis.
- (2) No Contractor or subcontractor shall commence work under a contract until all insurance requirements contained within the solicitation have been complied with and until evidence of all insurance requirements in each and every contract with each and every subcontractor of any tier and shall require the same to comply with all such requirements.
- (3) The Kansas City Kansas Public Schools shall be covered as an Additional Insured under any and all insurance required by this contract. Confirmation of this shall appear on all certificates of insurance and on any and all applicable policies. The title of the awarded contract shall also appear on any and all applicable policies.
- (4) The Kansas City Kansas Public Schools shall be given no less than thirty (30) days' written notice of cancellation. The Kansas City Kansas Public Schools shall be given not less than thirty (30) days' prior written notice of material changes of any insurance required under this contract. The Kansas City Kansas Public Schools shall be given written notice of renewal of coverage not less than thirty (30) days prior to the expiration of any particular policy.
- (5) Each and every agent shall warrant when signing the certificate of insurance that he is acting as an authorized representative on behalf of the companies affording insurance coverage under the contract and that he is licensed by the State of Kansas to conduct insurance business in the State of Kansas and that the companies affording insurance coverage are currently licensed by the State of Kansas and are currently in good standing with the Commissioner of Insurance for the State of Kansas.
- (6) Any and all companies providing insurance required by this contract shall meet the minimum financial security requirements as set forth below. The rating for each company must be indicated on the certificate of insurance.  
For all contracts, regardless of risk, companies providing insurance under this contract must have a current:
  - (a) Best's Rating not less than A, and
  - (b) Best's Financial Size Category not less than Class VII
- (7) In the event the Contractor neglects, refuses, or fails to provide insurance required by the contract documents, or if such insurance is canceled for any reason, Kansas City Kansas Public Schools shall have the right, but not the duty, to procure the same, and the cost thereof shall be deducted from monies then due or thereafter to become due to the Contractor or Kansas City Kansas Public Schools shall have the right to cancel the contract.

B. Worker's Compensation and Employer's Liability Insurance  
The Contractor shall procure and maintain Worker's Compensation and Employer's Liability Insurance in the following limits. Such insurance is to cover each and every employee who is or may be engaged in work under this contract.

Worker's Compensation.....Statutory

Employer's Liability

Bodily Injury by Accident .....\$1,000,000 each accident

Bodily Injury by Disease .....\$1,000,000 each employee

Bodily Injury by Disease .....\$1,000,000 policy limit

C. Comprehensive General Liability Insurance

The Contractor shall procure and maintain Comprehensive Insurance in an amount not less than \$1,000,000 for bodily injury and property damage combined single limit. The following specific extensions of coverage shall be provided and indicated on the certificate of insurance:

- (1) Comprehensive Form
- (2) Contractual Insurance
- (3) Personal Injury
- (4) Broad Form Property Damage
- (5) Premises – Operations
- (6) Completed Operations

This coverage shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under this contract. Policy coverage must be on an occurrence basis.

D. Automobile Liability Insurance

The Contractor shall procure and maintain Automobile Liability Insurance in an amount not less than \$1,000,000 for bodily injury and property damage combined single limit. The following extensions of coverage shall be provided and indicated on the certificate of insurance.

- (1) Comprehensive Form
- (2) Owned, Hired, Leased and non-owned vehicles

If the Contractor does not own any vehicles in the corporate name, non-owned vehicles coverage shall apply and must be endorsed on either the Contractor's personal automobile policy or the Comprehensive General Liability coverage required under this contract.

E. Commercial Crime insurance (when applicable)

The Contractor shall procure and maintain Commercial Crime/Fidelity insurance in an amount not less than \$1,000,000.00, including coverage for theft or loss of KCKPS property.

- 26. LAW GOVERNING: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
- 27. ANTI-DISCRIMINATION CLAUSE: No bidder on this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color handicap, sex, national origin, or religious creed.
- 28. BID BOND/PERFORMANCE BOND (Applicable to Construction/Remodel/Repair Projects, Unless Waived by the District)
  - A. Each proposal must be accompanied by a certified or cashier's check, or a bid bond in the amount of five percent (5%) of the contractor's total bid.
  - B. A Performance Bond and a Material and Labor Payment Bond in amounts equal to one hundred percent (100%) of the contract price shall be furnished by the successful bidder. Bonds shall be issued by a surety acceptable to the Board.
- 29. DISQUALIFICATION:
  - A. The Director of Purchasing may, at her/his sole discretion, disqualify a bidder for one or any combination of the following reasons:
    - 1. Bidder's product does not meet the specifications or bid conditions of the solicitation;
    - 2. Bidder's tendered bid is not received on the District's bid form;
    - 3. Bidder's tendered bid is not signed;
    - 4. Required bid bond is not furnished at time of bid opening;
    - 5. Failure to comply with bid instructions, terms and conditions that are judged to be essential to the competitive process and in the best interests of the District.
  - B. Disqualification of bidders on future bids may be considered for any one or combination of the following reasons:
    - 1. Refusal of the bidder to complete a contract or bid;
    - 2. Bidder's past history of late deliveries or partial/incomplete shipments,
    - 3. Bidder's products or services have proven unreliable, unworkable or have not accomplished the result requested in the District's specifications.
- 30. SUPPLIER DIVERSITY: The Kansas City Kansas Public Schools encourages supplier diversity and participation of MBE/WBE/DBE designated businesses. However, such participation will not result in any selection or scoring advantage in the bid evaluation process.

## NON-DISCRIMINATION OF EMPLOYMENT

The contractor and his subcontractors will not discriminate based on affected group status with respect to sex, age, or Handicapped status such restrictions relate to the bona fide occupational qualifications. Specifically, the contractor and his subcontractor shall not discriminate.

- A. Against recipients of service on the basis of race, color, religion, national origin, handicap or age.
- B. Against any employee or applicant, for employment on the basis of race, color, religion, national origin, sex, or otherwise qualified handicapped status.
- C. Against any applicant for employment or employee on the basis of age, where such applicant or employee is between ages 40 and 70 years of age and where such contractor employs at least 20 employees.
- D. Against any applicant for employment or employee on the basis of that person's status as a disabled or Vietnam-era Veteran.

The contractor and subcontractors will take affirmative action to insure applicants are employed and employees are treated during employment without regard to the above considerations. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion and transfer, recruitment or recruitment advertising, and selection for training, including apprenticeship. The contractor and his subcontractors will give written notice of their commitments under this clause to any labor union with which they have a bargaining or other agreements. The contractor and his subcontractors shall develop, implement, maintain and submit in writing to the District an affirmative action program. For the purpose of this section, an "Affirmative Action Program" means positive action to influence all employment practices, including, but not limited to, recruiting, hiring, promoting and training to provide equal employment opportunity regardless of race, color, sex, national origin, religion, age, disabled and/or handicapped qualified status.

AGREED TO:

BY: _____	DATE _____
TITLE: _____	FIRM: _____

## CONTRACTUAL PROVISIONS ATTACHMENT

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

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

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

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due to Lack of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information: No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.**
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

Project Manual

Kansas City Kansas Public Schools  
**Maintenance Offices**  
**Exterior Circulation Repair**

2220 N. 59<sup>th</sup> Street  
Kansas City, Kansas 66104

Prepared For:  
Kansas City Kansas Public Schools  
2010 N. 59<sup>th</sup> Street  
Kansas City, Kansas 66104

***Construction Documents***

Project No. 18002  
Issue Date: September 10, 2019





**DOCUMENT 000101 – PROJECT TEAM DIRECTORY**

PROJECT: Maintenance Offices Exterior Circulation Repair  
2220 N. 59 th Street  
Kansas City, Kansas 66104

OWNER: Kansas City Kansas Public Schools  
2010 N. 59th Street  
Kansas City, Kansas 66106  
Contact: Doug Clements

ARCHITECT: Hollis + Miller Architects, Inc.  
1828 Walnut Street, Suite 922  
Kansas City, Missouri 64108-1867  
Contacts: Megan Barnes / Architect  
Michelle Iwig-Harmon / Project Engineer  
Phone: 816.442.7700  
Email: mbarnes@hollisandmiller.com  
miwigharmon@hollisandmiller.com

**END OF DOCUMENT 000101**

DOCUMENT 000105 – CERTIFICATIONS AND SEALS

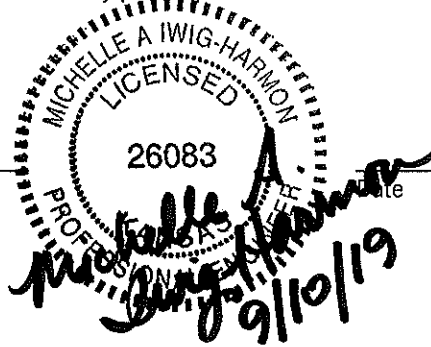
Structural Engineer:

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

- Division 1 Sections: 011000, 012200, 012300, 012500, 012600, 012900, 013100, 013200, 013233, 013300, 014000, 014200, 015000, 016000, 017300, 017700, 017823 and 017839.
- Division 2 Section: 024119.
- Division 3 Section: 033000.
- Division 5 Section: 055213.
- Division 7 Sections: 071800 ad 079200.

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

\_\_\_\_\_  
Structural Engineer



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Kansas City Kansas Public Schools  
Maintenance Offices Exterior Circulation Repair

2220 N. 59 th Street  
Kansas City, Kansas 66104

Project No. 18002

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		CURRENT ISSUE <u>DATE</u>	ORIGINAL ISSUE <u>DATE</u>
DIVISION 2 – EXISTING CONDITIONS			
024119	Selective Demolition	09.10.19	09.10.19
DIVISION 3 – CONCRETE			
033000	Cast-in-Place Concrete	09.10.19	09.10.19
DIVISION 5 - METALS			
055213	Pipe and Tube Railings	09.10.19	09.10.19
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## DOCUMENT 001100 - INVITATION TO BID

### 1.1 PROJECT INFORMATION

- A. Notice to Bidders: Prequalified bidders are hereby invited to submit bids for the Kansas City Kansas Public Schools – Maintenance Offices Exterior Circulation Repair project. Bids shall be fully executed, signed and sealed in envelopes as described in this Document according to the Instructions to Bidders and as amended by the Supplementary Instructions to Bidders.
- B. Project Identification: Kansas City Kansas PS – Maintenance Offices Exterior Circulation Repair.
  - 1. Project Address: 2220 N. 59<sup>th</sup> Street, Kansas City Kansas 66104
- C. Owner: Kansas City Kansas Public Schools USD 500
  - 1. Owner's Address: 2010 N. 59<sup>th</sup> Street, Kansas City Kansas 66104
  - 2. Owner's Representative: Doug Clements.
- D. Architect/Engineer: Hollis + Miller Architects, Inc.
  - 1. Architect's Address: 1828 Walnut Street, Suite 922, Kansas City, MO 64108
  - 2. Architect's Representatives: Michelle Iwig-Harmon / Project Engineer  
Megan Barnes / Architect.
- E. Project Description: Work of Project is defined by the Contract Documents and consists of the following: Exterior circulation repairs.
- F. Construction Contract: Bids will be received for the following Work:
  - 1. General Contract (all trades).
- G. Bidders are advised that the School District is exempt from sales and use taxes. The School District will furnish the successful Bidder with their tax exemption number from the State of Kansas.

### 1.2 BID SUBMITTAL AND OPENING

- A. Owner will receive sealed bids until the bid time and date at the location indicated below. Owner will consider bids prepared in compliance with the Instructions to Bidders issued by Owner, and delivered as follows:
  - 1. Bid Date: Tuesday, September 24, 2019.
  - 2. Bid Time: 2:00 p.m. local time.
  - 3. Location: KCKPS 2010 N.59<sup>th</sup> Street, Kansas City, Kansas 66104.
- B. Bids will be thereafter publicly opened and read aloud. Bids received after the bid time listed above will be returned to the Bidder unopened.
- C. Bids shall not contain any recapitulation of the work to be done. No oral, telegraphic or telephonic proposals for modifications will be considered.

### 1.3 BID SECURITY

- A. Bid security shall be submitted with each bid of \$15,000 or greater in the amount of 5 percent of the bid amount, including all additive alternates and made payable to the Owner. No bids may be withdrawn for a period of 60 days after opening of bids.
  - 1. Owner reserves the right to reject any and all bids and to waive informalities and irregularities.
- B. All Bid Securities will be retained by the Owner until an Agreement is signed and a satisfactory Performance and Payment Bond is received by the Owner.

1.4 PREBID CONFERENCE

- A. A mandatory prebid conference for all bidders will be held at KCKPS Maintenance Building located at 2220 N. 59<sup>th</sup> Street, Kansas City Kansas 66104 on September 17, 2019 at 2:00 p.m. local time. Prospective bidders are required to attend.

1.5 DOCUMENT PROCUREMENT

- A. Printed Procurement and Contracting Documents: Obtain after 3:00 p.m. (local time) on Tuesday, September 10, 2019 by contacting the KC Blueprint Company and Planroom, 1804 Swift Street, North Kansas City, Missouri 64116, telephone 816.527.0900. Only complete sets of documents will be issued.
  - 1. Cost: Contact KC Blueprint Company.
  - 2. Shipping: Additional shipping charges of will apply. Contact reprographic house for amount.
- B. Online Procurement and Contracting Documents: Obtain access after 3:00 p.m.(local time) on Tuesday, September 10, 2019 by contacting KC Blueprint Company and Planroom. Online access will be provided to all registered bidders and suppliers.
- C. Plans and specifications will also be available at the following locations for review only at no cost to the Contractor:
  - 1. Hollis + Miller Architects, Inc.  
1828 Walnut Street, Suite 922  
Kansas City, Missouri 64108  
Phone: (816) 442-7700
  - 2. Builders Association  
632 West 39th Street  
Kansas City, Missouri 64111-2991
  - 3. Dodge/Scan  
1702 Broadway  
Kansas City, Missouri 64108  
Phone: (816) 221-1056
  - 4. Minority Contractors Association  
3200 Wayne  
Kansas City, Missouri 64108  
Phone: (816) 924-4441
- D. A current list of Contractors holding plans will be made available through KC Blueprint Company and Planroom.

1.6 TIME OF COMPLETION AND LIQUIDATED DAMAGES

- A. Time is of the essence for this Project. Bidders shall begin the Work on receipt of the Notice to Proceed and shall achieve Substantial Completion as set forth: Kansas City Kansas Public Schools – Maintenance Offices Exterior Circulation Repair project must be completed by the dates indicated below:
  - 1. Substantial Completion for Phase 1: December 31, 2019.
  - 2. Substantial Completion for Phase 2: May 29, 2020.
  - 3. Substantial Completion for Phase 3: August 31, 2020.
- B. Bidders shall begin the Work on receipt of the Notice to Proceed and shall complete each phase of the Work within the Contract Time.

1.7 BIDDER'S QUALIFICATIONS

- A. Bidders must be properly licensed under the laws governing their respective trades and be able to obtain insurance and bonds required for the Work. A Performance Bond, a separate Labor and Material Payment Bond, and Insurance in a form acceptable to Owner will be required of the successful Bidder.
- B. Each Contractor desiring to Bid this work must have a minimum of seven (7) years continuous experience under the current company name and must submit the "Contractor's Qualification Statement", AIA Document A305 along with Bid. This Qualification Statement is available at the Office of the American Institute of Architects (AIA) at 1801 McGee Street, Kansas City, Missouri 64108, telephone: (816) 221-3485. The Architect will review the Qualification Statement with the Owner. The Owner has the right to take such steps as he deems necessary, to determine the ability of the Contractor to perform the work. The Contractor shall furnish to the Owner such additional information and data for this purpose as he may request. The right is reserved to reject any Bid, or Bidder, after an investigation or consideration of the information submitted by such Contractor. Refer to Document 004513.

- C. Owner reserves the right to reject any Contractor and Contractor's Proposal where investigation or consideration of the information submitted by the Contractors does not satisfy the Owner that the Bidder has previous experience in performing similar or comparable work, sufficient business and technical organization, financial resources and plant available to perform the Work.

#### 1.8 SUPPLEMENTAL REQUIREMENTS

- A. The selected Bidder shall, within fifteen (15) days after Award of the Contract, submit the following Post-Bid information:
  - 1. A statement of costs of the major portions of the work included in the Bid and any specific item of cost requested.
  - 2. A designation of the Work to be performed by the Bidder with his own forces.
- B. The selected Bidder shall, submit the following with the Bid:
  - 1. A list of names of the Subcontractors, manufacturers, fabricators, and material suppliers or other persons or organizations proposed for each principal portion of the Work as may be designed by the Architect. The Bidder will be required to establish to the satisfaction of the Owner and Architect the reliability and responsibility of the proposed persons or entities to furnish and perform their Work. Prior to the contract, if the Owner or Architect has a reasonable and substantial objection to any person or entity on such list, and refused in writing to accept such person or entity, the bidder may, at his option, withdraw his Bid without forfeiture of Bid Security. If the Bidder submits an acceptable substitute with any increase in his Bid price to cover the difference in cost occasioned by such substitution, the Owner may, at his discretion, accept the increased Bid price or he may disqualify the Bidder. Subcontractors and other persons and entities proposed by the bidders and accepted by the Owner and Architect must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the Owner and the Architect.

**END OF DOCUMENT 001100**





## DOCUMENT 002100 – INSTRUCTIONS TO BIDDERS

- A. A copy of the American Institute of Architects Document A701, Instructions to Bidders 2018 Edition, is bound hereinafter as amended by Document 002200 – Supplementary Instruction to Bidders. This Document is included for information only and may not be duplicated.
- B. Additional copies of the Instructions to Bidders may be obtained, at cost, from the Local Chapter, of the American Institute of Architects, at the address listed below:

AIA Kansas City  
1801 McGee, Suite 100  
Kansas City, Missouri 64108  
Telephone: (816) 221-3485.  
[www.aiakc.org](http://www.aiakc.org)

AIA Kansas  
700 SW Jackson, Suite 209  
Topeka, KS 66603  
Telephone: (785) 357-5308  
[www.aiaks.org](http://www.aiaks.org)

Additional copies of the Instructions to Bidders may also be obtained, at cost, from the website of the American Institute of Architects, at the internet address listed below:

1. Website: <http://www.aia.org/contractdocs/index.htm>

END OF DOCUMENT 002100



# AIA<sup>®</sup> Document A701<sup>™</sup> – 2018

## Instructions to Bidders

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

**THE OWNER:**  
(Name, legal status, address, and other information)

**THE ARCHITECT:**  
(Name, legal status, address, and other information)

### TABLE OF ARTICLES

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| 1 | DEFINITIONS                                    |
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| 8 | ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS |

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

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612<sup>™</sup>-2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

## ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

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

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

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

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

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

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

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

## ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

## ARTICLE 3 BIDDING DOCUMENTS

### § 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)*

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

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

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

### § 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.  
*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)*

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

### § 3.3 Substitutions

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

#### § 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

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

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

#### § 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)*

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

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

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

### ARTICLE 4 BIDDING PROCEDURES

#### § 4.1 Preparation of Bids

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

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

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

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

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

#### § 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:

*(Insert the form and amount of bid security.)*

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning days after the opening of Bids, withdraw its Bid and request the return of its bid security.

#### § 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

*(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)*

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

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

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

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

#### § 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:

*(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)*

### ARTICLE 5 CONSIDERATION OF BIDS

#### § 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

## § 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

## § 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

## ARTICLE 6 POST-BID INFORMATION

### § 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

### § 6.2 Owner's Financial Capability

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

### § 6.3 Submittals

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

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

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

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

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

## ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

### § 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.



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

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

*(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)*

## § 7.2 Time of Delivery and Form of Bonds

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

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

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

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

## ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.  
*(Insert the complete AIA Document number, including year, and Document title.)*
  
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.  
*(Insert the complete AIA Document number, including year, and Document title.)*
  
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.  
*(Insert the complete AIA Document number, including year, and Document title.)*
  
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
*(Insert the date of the E203-2013.)*
  
- .5 Drawings

Number	Title	Date
.6	Specifications	

Section	Title	Date	Pages
.7	Addenda:		

Number	Date	Pages
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.8 Other Exhibits:  
*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017.)*

The Sustainability Plan:

Title	Date	Pages
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Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.9 Other documents listed below:  
*(List here any additional documents that are intended to form part of the Proposed Contract Documents.)*

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

**AIA® Document D401™ – 2003**

I, \_\_\_\_\_, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 14:33:53 ET on 07/03/2019 under Order No. 9875310321 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A701™ – 2018, Instructions to Bidders, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*



## DOCUMENT 002200 - SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

### 1.1 INSTRUCTIONS TO BIDDERS

- A. Instructions to Bidders for Project consist of the following:
  - 1. AIA Document A701-2018, "Instructions to Bidders, a copy of which is bound in this Project Manual.
  - 2. The following Supplementary Instructions to Bidders that modify and add to the requirements of the Instructions to Bidders.

### 1.2 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS, GENERAL

- A. The following supplements modify AIA Document A701, "Instructions to Bidders." Where a portion of the Instructions to Bidders is modified or deleted by these Supplementary Instructions to Bidders, unaltered portions of the Instructions to Bidders shall remain in effect.

### 1.3 ARTICLE 1 – DEFINITIONS No Revisions

### 1.4 ARTICLE 2 - BIDDER'S REPRESENTATIONS

- A. Add Paragraph 2.1.3.1:
  - 1. 2.1.3.1 - The Bidder has investigated all required fees, permits, and regulatory requirements of authorities having jurisdiction and has properly included in the submitted bid the cost of such fees, permits, and requirements not otherwise indicated as provided by Owner.
- B. Delete Paragraph 2.1.6
- C. Add Paragraph 2.1.7:
  - 1. 2.1.5 - The Bidder is a properly licensed Contractor according to the laws and regulations of the city of Kansas City, Kansas and meets qualifications indicated in the Procurement and Contracting Documents.
- D. Add Paragraph 2.1.8:
  - 1. 2.1.6 - The Bidder has incorporated into the Bid adequate sums for work performed by installers whose qualifications meet those indicated in the Procurement and Contracting Documents.
- E. Add Paragraph 2.1.9:
  - 1. 2.1.7 - The Bidder will not later request and will not later expect to receive additional payment for work related to conditions which can be determined by examination of the site and the Bidding Documents.

### 1.5 ARTICLE 3 - BIDDING DOCUMENTS

- A. 3.1 - Distribution:
  - 1. At the end of paragraph 3.1.1 add: Refer to Section 001100 "Invitation to Bid" for bidding document procurement procedures.
- B. 3.2 – Modification or Interpretation Bidding Documents:
  - 1. Add Paragraph 3.2.2.1:
    - a. 3.2.2.1 - Submit Bidder's Requests for Interpretation using form bound in the Project Manual.
- C. 3.3 – Substitutions
  - 1. Delete Paragraphs 3.3.2 through 3.3.5, and replace with the following:
    - a. 3.3.2 - Substitutions will be allowed only by procedures specified, refer to Section 012500 and 016000. Materials, products, equipment and systems proposed by substitution are subject to approval of the Architect, his judgment and decision of approval or disapproval of proposed substitution will be final. Submission of Bidder's Bid shall be taken as prima facie evidence of Bidder's compliance with these instructions.
    - b. 3.3.3 - Bidders proposing substitutions for materials, products, equipment or systems other than those specified in the proposed Contract Documents under the 'comparable product' provisions shall submit request for substitution in writing to the Architect. Each request shall include the name of the material, product, equipment, or system for which it is to be substituted, a complete description and characteristics of the proposed substitution; including drawings, performance and test data and

all other information necessary of the proposed item, so that a direct comparison can be readily made. It is the sole responsibility of the Proposer to submit complete descriptive and technical information necessary for Architect's evaluation. The burden of proof of the merit of proposed substitution is upon the Proposer.

- c. 3.3.4 - Requests for substitution shall include the completed 'Substitution Request Form' located at the end of Section 012500. The substitution request form shall be incorporated as the first page of each submittal. Failure to submit this form will lead to disapproval of the proposed substitution.
- d. 3.3.5 - Whenever substitutions alter the design or space requirements indicated on the plans, the Contractor shall include all items of cost of the revised design and construction, including costs of all allied trades involved.
- e. 3.3.6 - No substitutions will be considered after the Contract award unless specifically provided in the Contract Documents.

D. 3.4 - Addenda:

1. Add Paragraph 3.4.4.1:

- a. 3.4.4.1 - Owner may elect to waive the requirement for acknowledging receipt of 3.4.4 Addenda as follows:
  - 1) 3.4.4.1.1 - Information received as part of the Bid indicates that the Bid, as submitted, reflects modifications to the Procurement and Contracting Documents included in an unacknowledged Addendum.
  - 2) 3.4.4.1.2 - Modifications to the Procurement and Contracting Documents in an unacknowledged Addendum do not, in the opinion of Owner, affect the Contract Sum or Contract Time.

1.6 ARTICLE 4 - BIDDING PROCEDURES

A. 4.1 - Preparation of Bids:

1. Add Paragraph 4.1.1.1:

- a. 4.1.1.1 - Proposal Form: The Proposal Form is included in the Project Manual for Bidder's duplication and use, refer to Document 004200. Bidders shall submit one (1) copy of a fully executed Proposal Form with his/her bid.

2. Add Paragraph 4.1.9:

- a. 4.1.9 - The Bid shall include unit prices when called for by the Contract Documents. Owner may elect to consider unit prices in the determination of award.

3. Add Paragraph 4.1.10:

- a. 4.1.10 - Owner may elect to disqualify a bid due to failure to submit a bid in the form requested, failure to bid requested alternates or unit prices, failure to complete entries in all blanks in the Bid Form, or inclusion by the Bidder of any alternates, conditions, limitations or provisions not called for.

B. 4.2 - Bid Security:

1. Paragraph 4.2.1, Delete the first sentence and replace with:

- a. Each contractor and supplier with a Bid of \$15,000.00 or greater shall submit Bids accompanied by a Bid Bond, and a certified check, or cashier's check acceptable to and payable without condition to Kansas City Kansas Public Schools, in an amount at least equal to five (5) percent of Bidder's Proposal, including all additive alternates. Suppliers are not required to furnish a Bid Security.

C. 4.3 - Submission of Bids:

1. Delete Paragraph 4.3.1 and replace with:

- a. 4.3.1 - Bidders are to submit one signed original bid proposal, the bid security, if any, and any other documents required to be submitted with the Bid enclosed in a sealed opaque envelope. The envelope shall be addressed as listed below and shall be identified with the Project name, the Bidder's name and address, the title of the Work for which Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof and addressed as follows:  
Kansas City Kansas Public Schools  
2010 N. 59<sup>th</sup> Street  
Kansas City, Kansas 66104

2. Add Paragraph 4.3.1.1:
    - a. 4.3.1.1 - If so stipulated in the Invitation to Bid, each Bid shall be accompanied by a completed Contractor's Qualification Statement (AIA Document A305).
  3. Add Paragraph 4.3.1.2:
    - a. 4.3.1.2 - Each Bid is to be accompanied by: E-Verify certification, OSHA Training affidavit and Drug Free Workplace certification letter.
  4. Add Paragraph 4.3.1.3:
    - a. 4.3.1.3 - Include Bidder's Contractor License Number applicable in Project jurisdiction on the face of the sealed bid envelope.
  5. Add Paragraph 4.3.3.1:
    - a. 4.3.3.1 – It is not sufficient to show that it was mailed in time to be received before the scheduled closing time for receipt of Bids. Owner will not be responsible for bids not clearly marked.
- D. 4.4 - Modification or Withdrawal of Bids:
1. Delete Paragraph 4.4.1 and replace with:
    - a. 4.4.1 - Any Bidder may withdraw his Bid at any time prior to the scheduled closing time for the receipt of Bids. A Bid may not be withdrawn, modified or cancelled for a period of 60 days following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.
  2. Add the following paragraphs to 4.4.2:
    - a. 4.4.2.1 - Such modifications to or withdrawal of a bid may only be made by persons authorized to act on behalf of the Bidder. Authorized persons are those so identified in the Bidder's corporate bylaws, specifically empowered by the Bidder's charter or similar legally binding document acceptable to Owner, or by a power of attorney, signed and dated, describing the scope and limitations of the power of attorney. Make such documentation available to Owner at the time of seeking modifications or withdrawal of the Bid.
    - b. 4.4.2.2 - Owner will consider modifications to a bid written on the sealed bid envelope by authorized persons when such modifications comply with the following: the modification is indicated by a percent or stated amount to be added to or deducted from the Bid; the amount of the Bid itself is not made known by the modification; a signature of the authorized person, along with the time and date of the modification, accompanies the modification. Completion of an unsealed bid form, awaiting final figures from the Bidder, does not require power of attorney due to the evidenced authorization of the Bidder implied by the circumstance of the completion and delivery of the Bid.

## 1.7 ARTICLE 5 - CONSIDERATION OF BIDS

- A. 5.1 – Opening of Bids
1. Delete Paragraph 5.1 and replace with:
    - a. Properly identified Bids received on time will be opened in presence of the bidders and read aloud.
- B. 5.2 - Rejection of Bids:
1. Add Paragraph 5.2.1:
    - a. 5.2.1 - Owner reserves the right to reject a bid based on Owner's and Architect's evaluation of qualification information submitted following opening of bids. Owner's evaluation of the Bidder's qualifications will include: status of licensure and record of compliance with licensing requirements, record of quality of completed work, record of Project completion and ability to complete, record of financial management including financial resources available to complete Project and record of timely payment of obligations, record of Project site management including compliance with requirements of authorities having jurisdiction, record of and number of current claims and disputes and the status of their resolution, and qualifications of the Bidder's proposed Project staff and proposed subcontractors.
- C. 5.3 – Acceptance of Bid (Award)
1. Add Paragraph 5.3.3:
    - a. 5.3.3 - In awarding the Contract, the Owner may take into consideration the Contractor's skill, facilities, capacity, experience, responsibility, previous work record, and financial standing in the necessity of prompt efficient completion of the Work herein described. Inability of any Contractor to meet the requirements mentioned above may be cause for rejection of this proposal. The Owner reserves the right to let other Contracts in connection with the Work at the Project Site.

2. Add Paragraph 5.3.4:
  - a. The Owner, together with the Architect, may interview the apparent low Bidders before Contracts are awarded. The interview will enable the Owner and/or Architect to ask the Contractor questions about materials, labor, duration, scope of the work, or any other information necessary to evaluate those considerations enumerated in Paragraph 5.3.3 above.
3. Add Paragraph 5.3.5:
  - a. Bidder to whom award of Contract is made shall execute an agreement with the Owner. Contractor's mobilization or commencement of his Work, without having a signed Contract, will be construed as his acceptance of the Conditions and Terms of his Contract with the Owner.

1.8 ARTICLE 6 – POST-BID INFORMATION

- A. 6.1 - Contractor's Qualification Statement:
  1. Add Section 6.1.1:
    - a. 6.1.1 - Submit Contractor's Qualification Statement no later than two business days following Architect's request.
- B. 6.3 - Submittals:
  1. Add Section 6.3.1.4:
    - a. 6.3.1.4 - Submit information requested in Sections 6.3.1.1, 6.3.1.2, and 6.3.1.3 no later than five business days following Architect's request.

1.9 ARTICLE 7 - PERFORMANCE BOND AND PAYMENT BOND

- A. 7.1 - Bond Requirements:
  1. Add Paragraph 7.1.1.1:
    - a. 7.1.1.1 - Both a Performance Bond and a Payment Bond will be required, each in an amount equal to 100 percent of the Contract Sum.
- B. 7.2 - Time of Delivery and Form of Bonds:
  1. Delete the first sentence of Paragraph 7.2.1 and insert the following:
    - a. The Bidder shall deliver the required bonds to Owner no later than 10 days after the date of Notice of Intent to Award and no later than the date of execution of the Contract, whichever occurs first. Owner may deem the failure of the Bidder to deliver required bonds within the period of time allowed a default.
  2. Delete Paragraph 7.2.3 and insert the following:
    - a. 7.2.3 - Bonds shall be executed and be in force on the date of the execution of the Contract.

1.10 ARTICLE 8 - FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR No Revisions

**END OF DOCUMENT 002200**



**DOCUMENT 004200 - BID PROPOSAL**

Proposal of \_\_\_\_\_ (hereinafter called "Bidder"), organized and existing under the laws of the State of Kansas, doing business as (a corporation) / (a partnership) / (an individual) (*circle one*) to the **Board of Education, Kansas city Kansas Public Schools** of Kansas City, Kansas (hereinafter called "Owner").

1. In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for the KCKPS – Maintenance Offices Exterior Circulation Repair in strict accordance with the Contract Documents, within the time set forth herein and at the prices stated below. Bidder should propose on individual base bids for specific project locations as noted below. Owner will award contract per individual base bid.
2. The Bidder hereby understands that time is of the essence on the KCKPS Maintenance Offices – Exterior Circulation Repair project and is aware of the following critical completion dates:

	<u>SUBSTANTIAL COMPLETION</u>	<u>FINAL COMPLETION</u>
Phase 1	December 31, 2019	January 7, 2020
Phase 2	May 29, 2020	June 5, 2020
Phase 3	August 31, 2020	September 7, 2020

3. By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.
4. Bidder acknowledges receipt of the following ADDENDA: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_.
5. The undersigned, having familiarized itself with local conditions affecting the cost of the work at the place where the work is to be done and with all Bidding Documents, including the Instructions to Bidders, Plans and Specifications, General and Supplementary Conditions, the Standard Form of Agreement and the other Contract Documents, and having examined the location of the proposed work and considered the availability of labor and materials, hereby proposes and agrees to perform everything required to be performed, and to provide and furnish any and all labor, materials, supervision, necessary tools, equipment, and all utility and transportation service necessary to perform and complete in a workmanlike and timely manner all of the work required for the project, all in strict conformance with the Instructions to Bidders and other Contract Documents (including Addenda noted above, the receipt of which is hereby acknowledged), for the lump sums hereinafter specified.
6. **TOTAL BASE BID:**  
Bidder agrees to perform all the work for all phases described in the Contract Documents for KCKPS – Maintenance Offices – Exterior Circulation Repair for the lump sum total of:

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

**7. BASE BID PHASE 1:**

Bidder agrees to perform all the work described in the Contract Documents for Phase 1 of the KCKPS – Maintenance Offices – Exterior Circulation Repair for the lump sum total of:

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

8. **BASE BID PHASE 2:**

Bidder agrees to perform all the work described in the Contract Documents for Phase 2 of the KCKPS – Maintenance Offices – Exterior Circulation Repair for the lump sum total of:

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

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

9. **BASE BID PHASE 3:**

Bidder agrees to perform all the work described in the Contract Documents for Phase 3 of the KCKPS – Maintenance Offices – Exterior Circulation Repair for the lump sum total of:

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

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

10. **AMOUNTS FOR UNIT PRICES:**

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

Unit Price 01: Pedestrian Traffic Coating : \$ \_\_\_\_\_ / (SF)

Unit Price 02: Removal & replacement of elevated concrete slab/deck : \$ \_\_\_\_\_ / (SF)

Unit Price 03: Miscellaneous concrete patching: \$ \_\_\_\_\_ / (SF)

11. **AMOUNTS FOR ALTERNATES:**

Bidder proposes to furnish all materials, labor, plant and appurtenances called for by the above documents for the alternates for the following sums and to allow for the Owner a period of sixty (60) days from the date of Contract Award to accept or reject the Alternates without change in the Alternate Amount or contract Time. Circle “Add” or “Deduct” as it applies for each Alternate.

Alternate 01: Pedestrian Traffic Coating \$ \_\_\_\_\_ (Add / Deduct)

12. **COMPLETION OF THE WORK:**

If we are notified of the acceptance of the Base Bid of this Proposal within **sixty (60) days** after the above date, we agree to execute a Contract for the above Work, for the above stated compensation in the form of the Standard Agreement Between Owner and Contractor, AIA Document A101-2017, of the American Institute of Architects, as modified by Owner.

13. **TAX EXEMPTION:**

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

14. **CHANGES IN THE WORK:**

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

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

15. The bidder hereby certifies that the following subcontractors will be used in the performance of the work on each phase of the project. **ALL General Contractors MUST furnish a copy of their proposed Sub-Contractor List by 4:00 PM CDT on bid day to be considered as valid. If not submitted at the time of Bidding, the list may be delivered, emailed (Megan Barnes and Michelle Iwig-Harmon) to the A/E offices, but must be received by no later than the time listed above.**

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

17. In submitting this bid, the undersigned agrees:
1. To furnish all material, labor, tools, expendable equipment, and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all the work required in accord with the bid documents.
  2. To hold this bid open for sixty (60) days after the receipt of bids and to accept the provisions of the instructions to bidders regarding disposition of bid security.
  3. To commence the work upon receipt of Notice to Proceed, and to substantially complete the work not later than the dates set forth on the Invitation to Bid. (see specifications)
  4. To accept the assessment of liquidated damages as noted for each calendar day following the substantial completion dates listed above. (see specifications)
  5. All materials to be non-proprietary, as specified, or approved equal as noted in specifications.

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

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

**RESPECTFULLY SUBMITTED:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Street

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

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

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

**SUB-CONTRACTOR LIST**

(If None, So State)

Name and Address of Subcontractor      Work to be Performed

*Attach Separate Sheet if necessary*

**END OF BID PROPOSAL**

## DOCUMENT 004313 - BID SECURITY FORMS

### 1.1 PROPOSAL FORM SUPPLEMENT

- A. A completed bid bond form is required to be attached to the Proposal Form.

### 1.2 BID BOND FORM

- A. The Form of the bid security shall be American Institute of Architects (AIA), Document A310 – 2010 “Bid Bond”. A copy of the Bid Bond form is bound hereinafter for information only and may not be duplicated.
- B. Additional copies of the Bid Bond may be obtained, at cost, from the Local Chapter, of the American Institute of Architects, at the address listed below:

AIA Kansas City  
1801 McGee, Suite 100  
Kansas City, Missouri 64108  
Telephone: (816) 221-3485.  
[www.aiakc.org](http://www.aiakc.org)

AIA Kansas  
700 SW Jackson, Suite 209  
Topeka, KS 66603  
Telephone: (785) 357-5308  
[www.aiaks.org](http://www.aiaks.org)

- C. Additional copies of the Bid Bond may also be obtained, at cost, from the website of the American Institute of Architects, at the internet address listed below:
  - 1. Website: <http://www.aia.org/contractdocs/index.htm>

END OF DOCUMENT 004313



**Bid Bond**

**CONTRACTOR:**

*(Name, legal status and address)*

<< >>< >  
<< >>

**SURETY:**

*(Name, legal status and principal place of business)*

<< >>< >  
<< >>

**OWNER:**

*(Name, legal status and address)*

<< >>< >  
<< >>

**BOND AMOUNT:** \$ << >>

**PROJECT:**

*(Name, location or address, and Project number, if any)*

<< >>  
<< >>  
<< >>

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

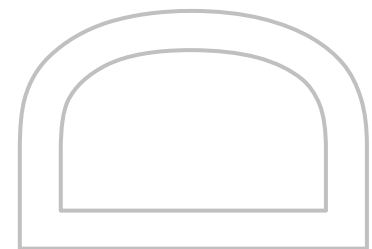
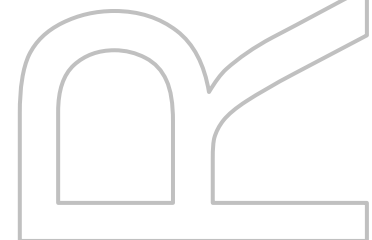
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement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



**ADDITIONS AND DELETIONS:** The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

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



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Signed and sealed this « » day of « », « »

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Witness)

« »  
\_\_\_\_\_  
(Contractor as Principal) (Seal)

« »  
\_\_\_\_\_  
(Title)

« »  
\_\_\_\_\_  
(Surety) (Seal)

« »  
\_\_\_\_\_  
(Title)





## DOCUMENT 004513 – CONTRACTOR’S QUALIFICATION STATEMENT

### 1.1 CONTRACTOR’S QUALIFICATION STATEMENT

- A. The form of the Contractor’s Qualifications shall be American Institute of Architects (AIA) Document A305 – 1986 “Contractor’s Qualification Statement”. A copy of the Contractor’s Qualification Statement is bound hereinafter for information only and may not be duplicated.
  - 1. Contractors are to provide a minimum of three references of major projects completed within the past five years. Refer to paragraph 3.5 of AIA Document A305.
- B. Additional copies of the Contractor’s Qualification Statement may be obtained, at cost, from the Local Chapter, of the American Institute of Architects, at the address listed below:

AIA Kansas City  
1801 McGee, Suite 100  
Kansas City, Missouri 64108  
Telephone: (816) 221-3485.  
[www.aiakc.org](http://www.aiakc.org)

AIA Kansas  
700 SW Jackson, Suite 209  
Topeka, KS 66603  
Telephone: (785) 357-5308  
[www.aiaks.org](http://www.aiaks.org)

Additional copies of the Contractor’s Qualification Statement may also be obtained, at cost, from the website of the American Institute of Architects, at the internet address listed below:  
Website: <http://www.aia.org/contractdocs/index.htm>

END OF DOCUMENT 004513



# DRAFT AIA® Document A305™ – 1986

## Contractor's Qualification Statement

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

SUBMITTED TO: <>

ADDRESS: <>

SUBMITTED BY: <>

NAME: <>

ADDRESS: <>

PRINCIPAL OFFICE: <>

[ <> ] Corporation

[ <> ] Partnership

[ <> ] Individual

[ <> ] Joint Venture

[ <> ] Other <>

NAME OF PROJECT: (if applicable) <>

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

[ <> ] General Construction

[ <> ] HVAC

[ <> ] Electrical

[ <> ] Plumbing

[ <> ] Other: (Specify) <>

### § 1 ORGANIZATION

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

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

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

<>

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

§ 1.3.1 Date of incorporation: <>

§ 1.3.2 State of incorporation: <>

§ 1.3.3 President's name: <>

**ADDITIONS AND DELETIONS:** The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

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

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§ 1.3.4 Vice-president's name(s)

<< >>

§ 1.3.5 Secretary's name: << >>

§ 1.3.6 Treasurer's name: << >>

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

§ 1.4.1 Date of organization: << >>

§ 1.4.2 Type of partnership (if applicable): << >>

§ 1.4.3 Name(s) of general partner(s)

<< >>

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

§ 1.5.1 Date of organization: << >>

§ 1.5.2 Name of owner:

<< >>

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

<< >>

§ 2 LICENSING

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

<< >>

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

<< >>

§ 3 EXPERIENCE

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

<< >>

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

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

<< >>

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

<< >>

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

<< >>

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

<< >>

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

<< >>

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

<< >>

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

<< >>

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

<< >>

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

<< >>

## § 4 REFERENCES

§ 4.1 Trade References:

<< >>

§ 4.2 Bank References:

<< >>

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

<< >>

§ 4.3.2 Name and address of agent:

<< >>

## § 5 FINANCING

§ 5.1 Financial Statement.

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

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

Net Fixed Assets;

Other Assets;

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

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

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

<< >>

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

<< >>

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

<< >>

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

<< >>

§ 6 SIGNATURE

§ 6.1 Dated at this << >> day of << >> << >>

Name of Organization: << >>

By: << >>

Title: << >>

§ 6.2

<< >>

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

Subscribed and sworn before me this << >> day of << >> << >>

Notary Public: << >>

My Commission Expires: << >>

## DOCUMENT 005200 – AGREEMENT FORM

### 1.1 OWNER AND CONTRACTOR AGREEMENT

- A. The form of the agreement shall be American Institute of Architects (AIA) Document A101 – 2017, “Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum”. The “agreement” is included by reference.
- B. A copy of AIA Document A101 – 2017 may be obtained, at cost, from the Local Chapter, of the American Institute of Architects, at the address listed below:

AIA Kansas City  
1801 McGee, Suite 100  
Kansas City, Missouri 64108  
Telephone: (816) 221-3485.  
[www.aiakc.org](http://www.aiakc.org)

AIA Kansas  
700 SW Jackson, Suite 209  
Topeka, KS 66603  
Telephone: (785) 357-5308  
[www.aiaks.org](http://www.aiaks.org)

- C. Copies of AIA Document A101 – 2017 may also be obtained, at cost, from the website of the American Institute of Architects, at the internet address listed below:
  - 1. Website: <http://www.aia.org/contractdocs/index.htm>
- D. Attachments to the Section:
  - 1. Draft of AIA A101-2017
  - 2. Draft of AIA A101-2107 Exhibit A

END OF DOCUMENT 005200





# DRAFT AIA<sup>®</sup> Document A101<sup>™</sup> - 2017

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

AGREEMENT made as of the « » day of « » in the year « »  
(In words, indicate day, month and year.)

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

« »  
« »  
« »  
« »

and the Contractor:  
(Name, legal status, address and other information)

« »  
« »  
« »  
« »

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

« »  
« »  
« »

The Architect:  
(Name, legal status, address and other information)

« »  
« »  
« »  
« »

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:** The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

The parties should complete A101<sup>™</sup>-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201<sup>™</sup>-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

[ « » ] The date of this Agreement.

[ « » ] A date set forth in a notice to proceed issued by the Owner.

[ « » ] Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

[ « » ]

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[ « » ] Not later than  [ « » ] (  [ « » ] ) calendar days from the date of commencement of the Work.

[ « » ] By the following date: « »

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

**ARTICLE 4 CONTRACT SUM**

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

**§ 4.2 Alternates**

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price

§ 4.4 Unit prices, if any: (Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any: (Insert terms and conditions for liquidated damages, if any.)

« »

§ 4.6 Other: (Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

« »

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the « » day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the « » day of the « » month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than « » ( « » ) days after the Architect receives the Application for Payment.

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

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

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

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

« »

§ 5.1.7.1.1 The following items are not subject to retainage:  
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

« »

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:  
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

« »

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

« »

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

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

## § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

## § 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

« » % « »

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »

« »

« »

« »

**§ 6.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

Arbitration pursuant to Section 15.4 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other *(Specify)*

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

**ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

**§ 7.1.1** If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)*

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** The Owner’s representative:

*(Name, address, email address, and other information)*

**§ 8.3** The Contractor’s representative:

*(Name, address, email address, and other information)*

**§ 8.4** Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

**§ 8.5 Insurance and Bonds**

**§ 8.5.1** The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

**§ 8.5.2** The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

**§ 8.6** Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

« »

**§ 8.7** Other provisions:

« »

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

**§ 9.1** This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

*(Insert the date of the E203-2013 incorporated into this Agreement.)*

« »

**.5** Drawings

Number	Title	Date

**.6** Specifications

Section	Title	Date	Pages

**.7** Addenda, if any:

Number	Date	Pages

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

**.8** Other Exhibits:

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

[ « » ] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this Agreement.)*

« »

[ « » ] The Sustainability Plan:

Title	Date	Pages

[ « » ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

**.9** Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

« »

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER (Signature)**

« »« »

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**CONTRACTOR (Signature)**

« »« »

\_\_\_\_\_  
*(Printed name and title)*



# DRAFT AIA<sup>®</sup> Document A101<sup>™</sup> - 2017

## Exhibit A

### Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the « » day of « » in the year « »  
(In words, indicate day, month and year.)

for the following **PROJECT**:  
(Name and location or address)

« »  
« »

**THE OWNER:**  
(Name, legal status and address)

« »« »  
« »

**THE CONTRACTOR:**  
(Name, legal status and address)

« »« »  
« »

#### TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER'S INSURANCE
- A.3 CONTRACTOR'S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

#### ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201<sup>™</sup>-2017, General Conditions of the Contract for Construction.

#### ARTICLE A.2 OWNER'S INSURANCE

##### § A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

##### § A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

##### § A.2.3 Required Property Insurance

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User Notes: (2032890181)

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

This document is intended to be used in conjunction with AIA Document A201<sup>™</sup>-2017, General Conditions of the Contract for Construction. Article 11 of A201<sup>™</sup>-2017 contains additional insurance provisions.

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§ **A.2.3.1** Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial **Contract Sum**, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ **A.2.3.1.1 Causes of Loss.** The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:  
*(Indicate below the cause of loss and any applicable sub-limit.)*

Causes of Loss	Sub-Limit

§ **A.2.3.1.2 Specific Required Coverages.** The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:  
*(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)*

Coverage	Sub-Limit

§ **A.2.3.1.3** Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ **A.2.3.1.4 Deductibles and Self-Insured Retentions.** If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ **A.2.3.2 Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ **A.2.3.3 Insurance for Existing Structures**

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ **A.2.4 Optional Extended Property Insurance.**

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

[  ] **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

[  ] **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

[  ] **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

[  ] **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

[  ] **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

[  ] **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

[  ] **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

#### **§ A.2.5 Other Optional Insurance.**

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[ « » ] § A.2.5.1 **Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

« »

[ « » ] § A.2.5.2 **Other Insurance**  
*(List below any other insurance coverage to be provided by the Owner and any applicable limits.)*

Coverage

Limits

## ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

### § A.3.1 General

§ A.3.1.1 **Certificates of Insurance.** The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 **Deductibles and Self-Insured Retentions.** The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 **Additional Insured Obligations.** To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

### § A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:  
*(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

« »

### § A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than « » (\$ « ») each occurrence, « » (\$ « ») general aggregate, and « » (\$ « ») aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and

.5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than « » (\$ « ») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than « » (\$ « ») each accident, « » (\$ « ») each employee, and « » (\$ « ») policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than « » (\$ « » ) per claim and « » (\$ « » ) in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

*(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)*

« »

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

*(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)*

[ « » ] § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:  
*(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

« »

[ « » ] § A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than « » (\$ « » ) per claim and « » (\$ « » ) in the aggregate, for Work within fifty (50) feet of railroad property.

[ « » ] § A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than « » (\$ « » ) per claim and « » (\$ « » ) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[ « » ] § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[ « » ] § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

[ « » ] § A.3.3.2.6 Other Insurance  
*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

Coverage

Limits

**§ A.3.4 Performance Bond and Payment Bond**

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

*(Specify type and penal sum of bonds.)*

Type	Penal Sum (\$0.00)
Payment Bond	[REDACTED]
Performance Bond	[REDACTED]

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

**ARTICLE A.4 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

« » [REDACTED]





## DOCUMENT 006113 – PERFORMANCE BOND AND PAYMENT BOND

### 1.1 PERFORMANCE BOND AND PAYMENT BOND

- A. The forms for the bonds shall be American Institute of Architects (AIA) Document A312 - 2010, “Performance Bond and Payment Bond”. A copy of each of the bonds is bound hereinafter for information only and may not be duplicated.
- B. Additional copies of the performance bond and payment bond may be obtained, at cost, from the Local Chapter, of the American Institute of Architects, at the address listed below:

AIA Kansas City  
1801 McGee, Suite 100  
Kansas City, Missouri 64108  
Telephone: (816) 221-3485.  
[www.aiakc.org](http://www.aiakc.org)

AIA Kansas  
700 SW Jackson, Suite 209  
Topeka, KS 66603  
Telephone: (785) 357-5308  
[www.aiaks.org](http://www.aiaks.org)

- C. Additional copies of the performance bond and payment bond may also be obtained, at cost, from the website of the American Institute of Architects, at the internet address listed below:
  - 1. Website: <http://www.aia.org/contractdocs/index.htm>

END OF DOCUMENT 006113



# DRAFT AIA® Document A312™ - 2010

## Payment Bond

**CONTRACTOR:**

(Name, legal status and address)

« »« »  
« »

**SURETY:**

(Name, legal status and principal place of business)

« »« »  
« »

**OWNER:**

(Name, legal status and address)

« »« »  
« »

**CONSTRUCTION CONTRACT**

Date: « »

Amount: \$ « »

Description:

(Name and location)

« »  
« »

**BOND**

Date:

(Not earlier than Construction Contract Date)

« »

Amount: \$ « »

Modifications to this Bond:  None  See Section 18

**CONTRACTOR AS PRINCIPAL**

Company: (Corporate Seal)

**SURETY**

Company: (Corporate Seal)

Signature:

Name and « »« »

Title:

(Any additional signatures appear on the last page of this Payment Bond.)

Signature:

Name and « »« »

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

**AGENT or BROKER:**

« »  
« »  
« »

**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party:)

« »  
« »  
« »  
« »  
« »  
« »

**ADDITIONS AND DELETIONS:** The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## § 16 Definitions

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

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

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

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

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

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

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

§ 18 Modifications to this bond are as follows:

<< >>

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

**CONTRACTOR AS PRINCIPAL**

Company:

(Corporate Seal)

**SURETY**

Company:

(Corporate Seal)

Signature:

Name and Title:

Address:

<< >><< >>

<< >>

Signature:

Name and Title:

Address:

<< >><< >>

<< >>

# DRAFT AIA® Document A312™ - 2010

## Performance Bond

**CONTRACTOR:**

(Name, legal status and address)

« »  
« »

**SURETY:**

(Name, legal status and principal place of business)

« »  
« »

**OWNER:**

(Name, legal status and address)

« »  
« »

**CONSTRUCTION CONTRACT**

Date: « »

Amount: \$ « »

Description:

(Name and location)

« »  
« »

**BOND**

Date:

(Not earlier than Construction Contract Date)

« »

Amount: \$ « »

Modifications to this Bond:  None  See Section 16

**CONTRACTOR AS PRINCIPAL**

Company: (Corporate Seal)

Signature:

Name and « »

Title:

(Any additional signatures appear on the last page of this Performance Bond.)

**SURETY**

Company: (Corporate Seal)

Signature:

Name and « »

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

**AGENT or BROKER:**

« »  
« »  
« »

**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party:)

« »  
« »  
« »  
« »  
« »  
« »

**ADDITIONS AND DELETIONS:** The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

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

**ELECTRONIC COPYING** of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

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

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

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

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

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

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

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

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

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

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

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

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

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the



Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

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

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

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

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

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

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

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

#### § 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

<< >>

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

**CONTRACTOR AS PRINCIPAL**

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

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

Name and Title: << >><< >> \_\_\_\_\_

Address: << >> \_\_\_\_\_

**SURETY**

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

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

Name and Title: << >><< >> \_\_\_\_\_

Address: << >> \_\_\_\_\_

## DOCUMENT 006273 – APPLICATION AND CERTIFICATE FOR PAYMENT

### 1.1 APPLICATION AND CERTIFICATE FOR PAYMENT <FOR GC ONLY>

- A. The Form of the Application and Certificate for Payment shall be AIA Document G702 – 1992 “Application and Certification for Payment” and G703 – 1992 “Continuation Sheet. A copy of each form is bound hereinafter for information only and may not be duplicated.
- B. Additional copies of AIA Document G702 and AIA Document G703 may be obtained, at cost, from the Local Chapter, of the American Institute of Architects, at the address listed below:

AIA Kansas City  
1801 McGee, Suite 100  
Kansas City, Missouri 64108  
Telephone: (816) 221-3485.  
[www.aiakc.org](http://www.aiakc.org)

AIA Kansas  
700 SW Jackson, Suite 209  
Topeka, KS 66603  
Telephone: (785) 357-5308  
[www.aiaks.org](http://www.aiaks.org)

- C. Additional copies of AIA Document G702 and AIA Document G703 may also be obtained, at cost, from the website of the American Institute of Architects, at the internet address listed below:
  - 1. Website: <http://www.aia.org/contractdocs/index.htm>

END OF DOCUMENT 006273





# AIA Document G702™ - 1992

## Application and Certificate for Payment

**TO OWNER:** PROJECT: \_\_\_\_\_ **APPLICATION NO:** \_\_\_\_\_ **Distribution to:**  
**FROM CONTRACTOR:** VIA ARCHITECT: \_\_\_\_\_ **PERIOD TO:** \_\_\_\_\_ **OWNER:**   
**CONTRACTOR:** \_\_\_\_\_ **CONTRACT FOR:** \_\_\_\_\_ **ARCHITECT:**   
**CONTRACT DATE:** \_\_\_\_\_ **CONTRACTOR:**   
**PROJECT NOS:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ **FIELD:**   
**OTHER:**

### CONTRACTOR'S APPLICATION FOR PAYMENT

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

- 1. ORIGINAL CONTRACT SUM ..... \$0.00
- 2. NET CHANGE BY CHANGE ORDERS ..... \$0.00
- 3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$0.00
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$0.00
- 5. RETAINAGE:
  - a. 0 \_\_\_\_\_ % of Completed Work (Column D + E on G703) ..... \$0.00
  - b. 0 \_\_\_\_\_ % of Stored Material (Column F on G703) ..... \$0.00

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

- 6. TOTAL EARNED LESS RETAINAGE ..... \$0.00  
(Line 4 Less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$0.00  
(Line 6 from prior Certificate)

- 8. CURRENT PAYMENT DUE ..... \$0.00
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) ..... \$0.00

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

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

#### CONTRACTOR:

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

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

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

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

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

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

### ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... \$0.00  
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

#### ARCHITECT:

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

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



**DOCUMENT 006275 – PARTIAL LIEN WAIVERS**

1.1 PARTIAL LIEN WAIVER

- A. The Form of the Partial Lien Waiver is bound hereinafter for Contractor's use and duplication.

**END OF DOCUMENT 006275**





**PARTIAL LIEN WAIVER**

Reference that certain Agreement between \_\_\_\_\_, as Contractor, and Kansas City Kansas Public Schools of Kansas City, Kansas in Wyandotte County as Owner, dated on the Project know as: KCKPS Maintenance Offices – Exterior Circulation Repair, Project No. 18002, for work to be performed by said Contractor.

Reference also that certain Invoice (s) No(s). \_\_\_\_\_ of Contractor to said Owner in the amount of \$ \_\_\_\_\_ for work, labor, and materials installed in or furnished for said Project as of \_\_\_\_\_, 20\_\_\_\_\_.

Upon receipt of the Owner’s remittance for the amount of said invoice(s) and contingent upon the final clearance and payment of said remittance, Contractor agrees to and does hereby waive and release said property, Project and Owner from any and all liens, statutory or otherwise, for any and all work, labor and materials furnished by or through \_\_\_\_\_ Contractor on said Project to and including the work, labor, and materials covered by said above numbered invoice(s) except for unpaid retainage.

The remittance of the Owner’s identified as payment of said above numbered invoice(s) as endorsed by Contractor marked “paid” or otherwise canceled by the bank against which said remittance was drawn shall constitute conclusive proof that said Invoice(s) were paid and that payment thereof was received by Contractor and this lien waiver shall become effective automatically and without requirement of any further act, acknowledgement or receipt on the part of the Contractor named herein.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
By  
\_\_\_\_\_  
Title

Notary Seal (Below)

\_\_\_\_\_  
Notary Public  
Subscribed and sworn to before me within and for  
STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
On this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**DOCUMENT 006276 – BAILMENT RECIEPT**

1.1 BAILMENT RECIEPT

- A. The Form of the Bailment Receipt is bound hereinafter for Contractor’s use and duplication.

END OF DOCUMENT 006276



NON-NEGOTIABLE BAILMENT RECEIPT

Receipt No. \_\_\_\_\_

BAILOR: Kansas City Kansas Public Schools  
2010 N. 59th Street  
Kansas City, Kansas 66106

BAILEE: \_\_\_\_\_  
Contractor / Supplier

PROJECT: \_\_\_\_\_

LOCATION OF STORAGE: \_\_\_\_\_

The goods and materials described below are held and stored pursuant to the Contract by and between Bailee, as Contractor/Supplier, and Kansas City Kansas Public Schools of Kansas City, Kansas in Wyandotte County as Owner, for Work to be performed at the above referenced Project Location. Said goods and materials are to be transferred or delivered to the Project site in conjunction with the performance of Bailee's Contract referenced above or upon the direction of Bailor or its General Contractor and no other. The Bailee acknowledges that it has not ownership rights or title in, nor shall claim any lien upon, said goods and materials.

QUANTITY	DESCRIPTION OF ITEM
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Received and Acknowledged by:

\_\_\_\_\_  
Contractor / Supplier (Bailee)

On this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_



**DOCUMENT 006277 – BILL OF SALE**

1.1 BILL OF SALE

- A. The Form of the Bill of Sale is bound hereinafter for Contractor's use and duplication.

**END OF DOCUMENT 006277**





**BILL OF SALE**

SELLER: \_\_\_\_\_, Subcontractor or Supplier  
\_\_\_\_\_, Address  
\_\_\_\_\_, City, State Zip

In consideration of payments made pursuant to its Contract with Kansas City Kansas Public Schools of Kansas City, Kansas in Wyandotte County as Owner, Buyer, dated \_\_\_\_\_, 20\_\_ for the Project known as \_\_\_\_\_, receipt of which is hereby acknowledged, Seller does hereby grant, sell, transfer, and deliver to Buyer right, title, and interest in the following goods:

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

Buyer shall have all rights and title to the goods in himself and his executors, administrators and assigns. Seller is the lawful owner of the goods and the goods are free from all encumbrances. Seller has good right to sell the goods and will warrant and defend the right against the lawful claims and demands of all persons. It is expressly understood and agreed that the acceptance of the goods described herein is not a waiver of any right of action that the Buyer may have for breach of warranty of any other cause under the Contract referenced above or at law.

In Witness Whereof, Seller has executed this Agreement the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Seller: \_\_\_\_\_ (subcontractor, supplier)

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

Title: \_\_\_\_\_

**ASSIGNMENT OF BILL OF SALE**

\_\_\_\_\_, in consideration of payments made by \_\_\_\_\_, Owner, pursuant to its Contract dated \_\_\_\_\_, 20\_\_\_\_\_ for the project known as \_\_\_\_\_ does hereby assign this Bill of Sale to Owner.

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

Title: \_\_\_\_\_

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



## DOCUMENT 007200 – GENERAL CONDITIONS

### 1.1 APPLICABLE DOCUMENTS

- A. The American Institute of Architects Document A201, “General Conditions of the Contract for Construction”, 2017 Edition, is part of the Contract Documents and is included by reference, as amended by Document 007300 “Supplementary Conditions”.
- B. Copies of the General Conditions may be obtained, at cost, from the Local Chapter, of the American Institute of Architects, at the address listed below:

AIA Kansas City  
1801 McGee, Suite 100  
Kansas City, Missouri 64108  
Telephone: (816) 221-3485.  
[www.aiakc.org](http://www.aiakc.org)

AIA Kansas  
700 SW Jackson, Suite 209  
Topeka, KS 66603  
Telephone: (785) 357-5308  
[www.aiaks.org](http://www.aiaks.org)

- C. Copies of the General Conditions may also be obtained, at cost, from the website of the American Institute of Architects, at the internet address listed below:
  - 1. Website: <http://www.aia.org/contractdocs/index.htm>

END OF DOCUMENT 007200



# DRAFT AIA® Document A201™ – 2017

## General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

<< >>  
<< >>

THE OWNER:

(Name, legal status and address)

<< >>< >>  
<< >>

THE ARCHITECT:

(Name, legal status and address)

<< >>< >>  
<< >>

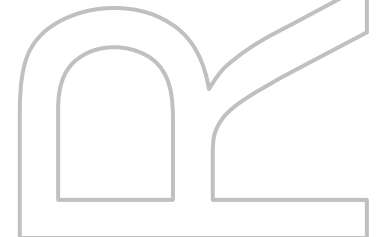
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**ADDITIONS AND DELETIONS:** The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.



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## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 Basic Definitions

#### § 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

#### § 1.1.2 The Contract

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

#### § 1.1.3 The Work

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

#### § 1.1.4 The Project

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

#### § 1.1.5 The Drawings

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

#### § 1.1.6 The Specifications

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

#### § 1.1.7 Instruments of Service

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

#### § 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

### § 1.2 Correlation and Intent of the Contract Documents

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

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

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

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

### § 1.3 Capitalization

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

### § 1.4 Interpretation

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

### § 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

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

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

### § 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

### § 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

### § 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk

and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## **ARTICLE 2 OWNER**

### **§ 2.1 General**

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

**§ 2.1.2** The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

### **§ 2.2 Evidence of the Owner's Financial Arrangements**

**§ 2.2.1** Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

**§ 2.2.2** Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

**§ 2.2.3** After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

**§ 2.2.4** Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

### **§ 2.3 Information and Services Required of the Owner**

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

**§ 2.3.2** The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

**§ 2.3.3** If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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

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

#### § 2.4 Owner's Right to Stop the Work

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

#### § 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

### ARTICLE 3 CONTRACTOR

#### § 3.1 General

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

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

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

#### § 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These



obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

**§ 3.2.4** If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

### **§ 3.3 Supervision and Construction Procedures**

**§ 3.3.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

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

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

### **§ 3.4 Labor and Materials**

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

**§ 3.4.2** Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

**§ 3.4.3** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

### § 3.5 Warranty

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

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

### § 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

### § 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

### § 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

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

### § 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

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

### § 3.9 Superintendent

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

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

### § 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

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

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

### § 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

### § 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and

other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

**§ 3.12.10.2** If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

### **§ 3.13 Use of Site**

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### **§ 3.14 Cutting and Patching**

**§ 3.14.1** The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

### **§ 3.15 Cleaning Up**

**§ 3.15.1** The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

**§ 3.15.2** If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

### **§ 3.16 Access to Work**

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

### **§ 3.17 Royalties, Patents and Copyrights**

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

### **§ 3.18 Indemnification**

**§ 3.18.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent

acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

## ARTICLE 4 ARCHITECT

### § 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

### § 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

### § 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise

such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

## § 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

## § 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

## § 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.



## ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

### § 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

### § 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

### § 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

### § 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

### § 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

#### § 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

### ARTICLE 8 TIME

#### § 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

#### § 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

### § 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

### § 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

### § 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials

and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

**§ 9.3.3** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

#### **§ 9.4 Certificates for Payment**

**§ 9.4.1** The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

**§ 9.4.2** The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### **§ 9.5 Decisions to Withhold Certification**

**§ 9.5.1** The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

**§ 9.5.2** When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

**§ 9.5.3** When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

## § 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

## § 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

## § 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

## § 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

## § 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

### § 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings



against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

#### § 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

#### § 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property

(other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

**§ 10.3.4** The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

**§ 10.3.5** The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

**§ 10.3.6** If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

#### **§ 10.4 Emergencies**

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

### **ARTICLE 11 INSURANCE AND BONDS**

#### **§ 11.1 Contractor's Insurance and Bonds**

**§ 11.1.1** The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

**§ 11.1.2** The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

**§ 11.1.3** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

**§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

#### **§ 11.2 Owner's Insurance**

**§ 11.2.1** The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

**§ 11.2.2 Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to

provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

**§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

### **§ 11.3 Waivers of Subrogation**

**§ 11.3.1** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

**§ 11.3.2** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

### **§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance**

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

### **§11.5 Adjustment and Settlement of Insured Loss**

**§ 11.5.1** A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

**§ 11.5.2** Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner

shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

## **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

### **§ 12.1 Uncovering of Work**

**§ 12.1.1** If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

**§ 12.1.2** If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

### **§ 12.2 Correction of Work**

#### **§ 12.2.1 Before Substantial Completion**

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

#### **§ 12.2.2 After Substantial Completion**

**§ 12.2.2.1** In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

**§ 12.2.2.2** The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

**§ 12.2.2.3** The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

**§ 12.2.3** The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

**§ 12.2.4** The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

**§ 12.2.5** Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for

correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### § 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

### § 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

### § 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

### § 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

### § 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

### § 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

### § 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

### § 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

## ARTICLE 15 CLAIMS AND DISPUTES

### § 15.1 Claims

#### § 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

#### § 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

### § 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

### § 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

### § 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

### § 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

### § 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

### § 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker



and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

### § 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

#### § 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

#### § 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

## **DOCUMENT 007300 - SUPPLEMENTARY CONDITIONS**

The following supplements modify AIA Document A201-2017, "General Conditions of the Contract for Construction". Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions remain in effect.

### **ARTICLE 1 – GENERAL PROVISIONS**

Add to the end of Subparagraph 1.1.2:

The Contract Form will be the Standard Form of Agreement Between Owner and Contractor (Stipulated Sum), AIA Document A101, and attached Addendum.

Add to the end of Subparagraph 1.1.3:

1.1.3 The work referred to in these documents consists of the furnishing of all labor, materials and equipment for the complete installation of all work specified herein and shown on the drawings, including; hauling off, delivery, unloading, uncrating, assembly, setting-in-place, leveling, completely installed and clean up of any debris.

Add the following definitions:

1.1.9 Product: Materials, systems and equipment incorporated or to be incorporated in the Work.

1.1.10 Provide: Furnish and install and shall include, without limitation, labor, materials, equipment, transportation, services and other items required to complete the referenced tasks.

1.1.11 Furnish: Pay for, deliver (or receive), unload, uncrate, inspect and store as specified or directed while retaining care, custody and control until received for installation by others based on a signed receipt.

1.1.12 Install: Receive, unload, uncrate, inspect and store as specified or directed while retaining care, custody, and control; set or place in position, make required connections, adjust and test for satisfactory performance and operation.

1.1.13 Not In Contract (N.I.C.): Products not in Contract, but which may require provisions in the Work for future installation.

1.1.14 By Owner Future (B.O.F.): Items furnished and installed by Owner and are not in the Contract but may require rough-in services, blocking and anchorage devices, for future installation.

1.1.15 By Owner (B.O.): Items ordered, paid for and shipped to Project by Owner. Contractor shall receive, unload, unpack or uncrate, protect, move into place, install and connect items.

1.1.16 Relocate Existing (R.E.): Existing items requiring relocation under the Contract and which may require service disconnection and capping and new service connections.

Add Clause 1.2.2.1:

1.2.2.1 The terms "Contractor", "furnished under other sections", "included as part of other sections", "related work in other sections", or similar description of segregation shall not be interpreted to limit the responsibility of any particular party involved in the Work. The limitations of any subcontractor's work shall rest solely upon the agreement between the General Contractor and the Subcontractor, regardless of where the work is called for in the Contract Documents.

Add Clauses 1.2.3.1 and 1.2.3.2:

1.2.3.1 When, in the Specifications, a word such as "approved comparable product", "approved substitute", "satisfactory", "as directed", etc., is used, it implies such reference is to the Architect's specific approval and directions. Whenever substitutions; products, materials and equipment not originally specified, alter the design or space requirements indicated in the Contract Documents, the Contractor shall include all items of cost of the revised design and construction, including costs of all allied trades involved.

1.2.3.1 Whenever the words "necessary", "proper", or words of like effect are used in the Contract Documents with respect to the extent, conduct, or character of work specified, they shall mean that the said work shall be carried to the extent, must be conducted in a manner, or be of a character which is "necessary" or "proper" under the circumstances in the opinion of the Architect, and the Architect's judgment in such matters shall be considered final.

Add Subparagraphs 1.2.4 and 1.2.5:

1.2.4 Where items are specified by use of reference standard specifications or to codes of local or state authorities, the date of the reference shall be the latest edition published as of the date of the Agreement, unless a specific edition is referenced in the Specifications or in an applicable code, in which case the code reference to the specific edition shall govern.

1.2.5 Materials which are shown on the Drawings and which may not be specifically described in the Specifications or on the Drawings, shall be compatible with adjacent materials, and shall be subject to review and acceptance by the architect for conformance with the intent of the Contract Documents. Where installation techniques are not specified, installation shall be in accordance with the manufacturer's current instructions and industry standards, as acceptable to the Architect.

## **ARTICLE 2 - OWNER**

2.1.2 Delete Subparagraph 2.1.2 in it's entirety.

Revise Paragraph 2.5. as follows:

In the first sentence, DELETE "a ten-day period" and INSERT in it's place, "forty-eight hours". In the second sentence, DELETE the word "reasonable".

## **ARTICLE 3 - CONTRACTOR**

Add clause 3.2.2.1:

3.2.2.1 The Contractor shall notify the Architect in the case of actual and alleged conflicts and inconsistencies between Drawings and Specifications, Schedules, or other Contract Documents, or within any Document not clarified by addendum. When the Architect is not notified; the better quality and greater quantity of Work consistent with the design indicated, shall be deemed to be the basis of the Contractor's Bid and the Contract Sum. Failure to report alleged conflicts and inconsistencies in the Contract Documents shall be deemed as evidence that the Contractor has elected to proceed in the more expensive manner, as the basis of the Contract Sum.

Add Subparagraph 3.2.5:

3.2.5 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for evaluating and responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where the requested information is available to the Contractor from careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

Add Clause 3.4.2.1:

3.4.2.1 After the Contract has been executed, the Owner and Architect will consider requests for substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 1 of the Specifications). Substitutions for Convenience and Substitutions fo Cause shall be made in accordance with Article 7 and as set forth in Sections 012500 and 016000.

- .1 After execution of the Contract, substitutions for "Cause" for specified materials constitute "changes in the work" and may be proposed by the Contractor up to thirty (30) days after date of Award of the Contract only on condition that either:
  - .a Specified item has been discontinued or is unavailable in time frame to meet the Project schedule due to conditions beyond the control of the Contractor, or
  - .b Specified item has been determined to be unsuitable for the Project, or
  - .c Owner will benefit by a reduced cost or an improved Project. Owner is to receive full benefit of any cost reductions.
- .2 Requests for substitutions shall comply with requirements specified in Sections 012500 and 016000, in addition to including the following:
  - .a Statement of cause for request with substantiating documents.
  - .b Documentary proof of equal or superior quality, delivery time, and costs in the form of certified quotations from suppliers of both specified and proposed items. Approved substitutions will be incorporated into the Work by Change Order or Construction Change Directive under provisions of Article 7.

Add Clause 3.4.2.2:

3.4.2.2 The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for reviewing the Contractor's proposed substitutions and to make agreed-upon changes in the Drawings and Specifications made necessary by the Owner's acceptance of such substitutions.

Add Subparagraph 3.6.1:

3.6.1 The Project is exempt from sales and use taxes. The Owner will furnish to the Contractor a tax exemption number from the State of Kansas for the construction of this Project.

Add Clause 3.10.1.1:

A detailed time line schedule shall be submitted within fifteen (15) days after Award of the Contract. In addition to detailed information required in Subparagraph 3.10.1, the Contractor's Construction Schedule shall include anticipated labor/crew size, manpower, activity durations. Schedule information shall include shop drawing submittal schedule, material delivery schedule and construction activity information. Submit update of schedule with each request for payment. Pay requests will not be processed without being accompanied with an updated construction and submittal schedules.

Add Subparagraph 3.10.4:

3.10.4 The Contractor, Subcontractors, sub-subcontractors and suppliers shall furnish sufficient forces, construction plant and equipment, and shall work such hours as may be necessary to ensure the timely execution of the Work in accordance with the time limits set forth in the Contract Documents. If, in the opinion of the Owner, the Contractor falls behind the time constraints indicated in the Construction Progress Schedule, the Contractor shall take such steps as may be necessary to improve the progress of the Work. The Owner may require the Contractor to increase the number of shifts, and/or overtime operations and days of the work including holidays, Saturdays and Sundays, all without additional cost to the Owner.

Add Clause 3.12.6.1:

3.12.6.1 The Architect's review of Contractor's submittals will be limited to examination of an initial submittal and one (1) resubmittals. The Architect's review of additional submittals will be made only with the consent of the Owner after notification by the Architect. The Owner is entitled to obtain reimbursement from the Contractor for amounts paid to the Architect for evaluation of additional resubmittals.

#### **ARTICLE 4 - ARCHITECT**

Add Clause 4.2.2.1:

4.2.2.1 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for site visits made necessary by the fault of the Contractor or by defects and deficiencies in the Work.

#### **ARTICLE 5 - SUBCONTRACTORS**

Revise Subparagraph 5.2.1 as follows:

In the first sentence delete "as soon as practicable" and insert "no later than 4:00 pm on the date of bid".

Add Clause 5.2.1.1:

5.2.1.1 Notice of no reasonable objection shall in no way be construed or indicate prior acceptance or approval of materials or equipment for which persons or entities may be agents or representatives, and shall not relieve the Contractor from full and complete responsibility for the quality of the Work and performance of those with whom the Contractor executes a contract.

Add Subparagraph 5.3.1:

5.3.1 The Contractor shall require each subcontractor to designate one individual as the on-site foreman/supervisor of the Subcontractor's work, who shall direct the Work at all times the Subcontractor is performing work and who shall confer with the Contractor before reducing his/her work forces or leaving the project unsupervised. The foreman/supervisor shall act for the Subcontractor in all areas as designated by the Subcontract.

**ARTICLE 7 - CHANGES IN THE WORK**

Add Subparagraph 7.1.4:

7.1.4 The combined overhead and profit included in the total cost to the Owner for a change in the Work shall be based on the following schedule:

- .1 For the Contractor, for Work performed by the Contractor’s own forces, 10 percent of the cost.
- .2 For the Contractor, for Work performed by the Contractor’s Subcontractors, 10 percent of the amount due the Subcontractors.
- .3 For each Subcontractor involved, for Work performed by the Subcontractor’s own forces, 5 percent of the cost.
- .4 For each Subcontractor involved, for Work performed by the Subcontractor’s Sub-contractors, 5 percent of the amount due the Sub-subcontractor.
- .5 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.7.
- .6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$ 500.00 be approved without itemization.

Modify Subparagraph 7.3.8:

Pending final determination of cost to the Owner, amounts not in dispute may be included in Applications for Payment. The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect including an allowance for overhead and profit.

When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase or decrease, if any, with respect to that change.

Add Subparagraph 7.3.11

7.3.11 In Subparagraph 7.3.7, the allowance for the combined overhead and profit included in the total cost to the Owner for increase and decrease change orders shall be based on the following:

- 7.3.11.1 The allowances to the Contractor for Work performed by the Contractor with the Contractor's own forces and for materials purchased directly by the Contractor (not through a Subcontractor).
- 7.3.11.2 The allowances to the Contractor and Subcontractor for Work performed by the Subcontractor with that Subcontractor's own forces or purchased directly by that Subcontractor (not through a Sub-subcontractor).
- 7.3.11.3 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.7.
- 7.3.11.4 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials, and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change be approved without such itemization, except those so minor that the change can be seen by inspection.

**ARTICLE 8 - TIME**

Add to Subparagraph 8.1.1:

The Contract Time is hereby defined as the number of calendar days set forth in the Agreement Between the Owner and Contractor, (between Notice to Proceed and Date of Substantial Completion). It is necessary that the Project achieve Substantial Completion no later than December 15, 2019 for IT AREA (Area”A”) and January 6, 2020 for HR AREA (Area “B”). The Work shall not be deemed to be Substantially Complete until the Contractor delivers to the Owner a Certificate of Occupancy issued by the appropriate governmental entity having jurisdiction over the Project, and it is received by the Owner.

**ARTICLE 9 - PAYMENTS AND COMPLETION**

Add Clause 9.3.1.3:

9.3.1.3 The Contractor shall submit three (3) of each of the following: Notarized applications for payment; previous month's affidavits and partial liens waivers from Contractor, Subcontractors and suppliers, and supporting documents. Non-Negotiable Bailment Receipt form and Partial Lien Release form are included at the end of this Section for use.

Add to Subparagraph 9.4.1:

Five percent (5%) of the Sum of each Application for Payment shall be retained until the Project is Substantially Complete. Thereafter, no further retainage will be withheld provided, however, that Satisfactory Progress and Performance is being made in the Work. Final Payment shall be in accord with Article 9, and shall be made within thirty (30) days after issue of the final Certificate of Payment. The retained percentage shall be withheld until final payment.

Add to Subparagraph 9.6.1:

The Architect may decline to approve any Application for Payment and the Owner shall not be required to make any Progress Payments or Final Payment to the Contractor if the Contractor is in violation of any term or condition of this Agreement, the General Conditions of the Contract (AIA Document A201), or the Supplementary Conditions, or if the Contractor fails to timely provide any information reasonably requested by Owner.

Add to Subparagraph 9.8.3:

The Contractor and each Subcontractor shall carefully and regularly check their work for conformance as the work is being done. Unsatisfactory work shall be corrected as the work progresses and not be permitted to remain and become a part of the Punch List. When the Contractor determines that the entire work is ready for the Punch List inspection, he shall so notify the Architect/Engineer, who shall make arrangements for his Punch List inspection at the earliest possible date. Transmittal of the Punch List to the Contractor shall set the date for a Reinspection prior to issuance of a Certificate of Substantial Completion. Upon receipt of the Punch List, the Contractor shall within seven (7) days bring to the attention of the Architect/Engineer any questions that he or any of his Subcontractors may have concerning the requirements of the Punch List. When advised by the Contractor that all items on the Punch List have been completed and/or corrected, the Architect/Engineer shall make a Reinspection and shall be accompanied by the Contractor, any needed Subcontractors (and the Owner's representative where applicable) to determine whether the Certificate of Substantial Completion can be issued. When issued, the Certificate of Substantial Completion shall name the date, triggering the beginning of the Warranty period (with any items to have a later starting date specifically noted). The Certificate of Substantial Completion shall also have attached to it the uncompleted Punch List items, and shall name the date for their completion. The Certificate of Substantial Completion shall also state the responsibilities of the Owner and the Contractor for maintenance, heat, utilities, insurance, and building security. Acknowledgment of the Date of Substantial Completion by the signature of all parties on the Certificate implies possession of the premises by the Owner, and completion of incomplete Punch List items by the Contractor and the Subcontractors at the Owner's convenience. The Owner shall cooperate in permitting the Contractor access to the work for the completion of Punch List items.

Add Clause 9.8.3.1:

9.8.3.1 Except with the consent of the Owner, the Architect will perform no more than \_\_\_\_\_ (\_\_\_) inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for any additional inspections.

Add to Subparagraph 9.8.4:

Upon issue of the Certificate of Substantial Completion, a semi-final Certificate of Payment shall be issued by the Architect/Engineer bringing the total of payments up to the full payment less an amount which the Architect/Engineer reasonably estimates would be required to cover more than double the cost of any incomplete items of work or the retainage will remain at 5 percent. Upon written notice by the Contractor that the Reinspection Punch List items are completed, and that all final closeout documents, testing and demonstrations are completed, the Architect/Engineer shall verify this by inspection and shall issue to the Owner a final Certificate of Payment stating that, to the best of his knowledge, information, and belief, the Work has been completed in accordance with the terms and conditions of the Contract Documents, and that the entire balance found to be due the Contractor, and noted in said final Certificate of Payment, issue and payable. The Owner shall make payments within thirty (30) days (or as otherwise stated in the Owner/Contractor Agreement).

Add Clause 9.10.1.1:

9.10.1.1 Except with the consent of the Owner, the Architect will perform no more than three (3) inspections to determine whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for any additional inspections.

Add Clauses 9.10.4.5 and 9.10.4.6:

9.10.4.5 Faulty or defective Work appearing after Final Payment is made; or

9.10.4.6 Direct damages sustained or asserted either as a result of any wrongful act or neglect of the Contractor, or as a result of any breach of Contract.

## **ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY**

Add Clause 10.3.1.1:

10.3.1.1 The Work shall be asbestos free. The Contractor shall, if requested, provide certification which attests to same. Reference in the technical specifications to Manufacturers, model numbers, equipment, material, article or process shall be regarded as establishing a standard of quality and/or function. The Contractor shall submit a request for substitution on any item which can not be certified to be asbestos free.

## **ARTICLE 11 – INSURANCE AND BONDS**

Add to end of Subparagraph 11.1.1:

11.1.1 In the second sentence, after the word “from”, add the following: “...an insurance carrier licensed to do business in the state of Kansas; carries a Best’s policyholder rating of “A” or better; and carrier at least a Class X financial rating. The Contractor shall either cover all Subcontractors or require each Subcontractor not so covered to secure insurance in the minimum amounts required of the Contractor.”

## **ARTICLE 12 - UNCOVERING AND CORRECTION OF THE WORK**

Add the following Clause 12.2.2.4:

12.2.2.4 Upon request of the Owner and prior to the expiration of one (1) year from the date of Substantial Completion, the Architect will conduct and the Contractor shall attend a meeting with the Owner to review the facility operations and performance.

## **ARTICLE 13 - MISCELLANEOUS PROVISIONS**

Add Subparagraph 13.1.1:

13.1.1 Environmental Performance: In order to secure approval to proceed with construction, the Owner is committed to comply with the Environmental Protection Agency rule under Section 203 of Title II of the Toxic Substance Control Act (TSCA), 15 U.S.C. 2643 which requires all local educational agencies to identify asbestos containing materials in their school building. The Contractor shall certify that all materials furnished and installed in this project are asbestos free in conformance to the Environmental Protection Agency requirements.

## **ARTICLE 15 - CLAIMS AND DISPUTES**

Add Subclause 15.1.6.1.1 to read as follows:

15.1.6.1.1 Each month, Contractor shall notify the Architect of all claims for extensions of time, stating dates and causes for the time extensions. Notice shall accompany the Application for Payment; otherwise, they shall be waived. In the case of continuing cause of delay, only one claim is necessary.



Delete Clause 15.1.6.2 in its entirety and Substitute:

15.1.6.2 The following are considered reasonable anticipated days of adverse weather on a monthly basis and shall be included in the Contract Time:

January	6 days	July	5 days
February	4 days	August	4 days
March	3 days	September	2 days
April	3 days	October	1 days
May	4 days	November	2 days
June	3 days	December	4 days

Adverse weather days beyond the above total annual allotted number will be allowed to extend the Contract Time only if authorized by the Architect and Owner.

Add Clause 15.1.6.3:

15.1.6.3 An adverse weather day is defined as a calendar day where at least four (4) hours of work on the principle unit of Work underway, between the hours of 7:00 a.m. and 4:00 p.m., cannot be completed because of weather conditions beyond the Contractor's control. The allotted days are for the month stipulated and may not be accumulated or carried over.

Add Clause 15.1.6.4:

15.1.6.4 Adverse weather days shall be recorded and submitted, in writing, for the Owner's and Architect's review and approval on a monthly basis.

Add Clauses 15.1.6.5 and 15.1.6.6:

15.1.5.5 Claims for increase in the Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work and the number of days' increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis for the Claim.

15.1.6.6 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progress of the Work, or for concurrent delays due to the fault of the Contractor.

Revise Subparagraph 15.2.1 as follows:

Revise Subparagraph 15.2.5 as follows:

In the third sentence delete "mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution" and insert "litigation".

Revise Subparagraph 15.2.6 as follows:

Delete the word "mediation" and insert "litigation".

Revise Clause 15.2.6.1 as follows:

In the first and second sentences, delete the word "mediation" and insert "litigation". In the second sentence, delete the word "mediate" and insert "litigate".

Add new Clause 15.2.6.2:

15.2.6.2 Any disputes between the Owner and the Contractor shall be tried before the District Court of Jackson County Missouri, unless the parties mutually agree otherwise.

DELETE Paragraph 15.3, MEDIATION, in its entirety, including Subparagraphs and Clauses 15.3.1 through 15.3.3.

DELETE Paragraph 15.4 - ARBITRATION, in its entirety, including Subparagraphs and Clauses 15.4.1 through 15.4.4.3.

Add the following new Article:

**ARTICLE 16 - REGULATIONS**

16.1 The Contractor agrees to abide by all federal requirements, including Equal Employment Opportunity, Anti-Discrimination, Safety, the Clean Air Act, the Federal Water Pollution Control Act and such other federal, state or local laws applicable to this project and to furnish any certification required by any federal, state or local government agency in connection with same.

16.2 The Contractor is hereby notified that the Immigration Reform and Control Act makes it illegal for an employer to hire, recruit, or refer for a fee someone not authorized to work in the United States. The Contractor is further notified that the Kansas City Kansas Public Schools has a policy against using someone else's unauthorized workers.

16.2.1 Kansas City Kansas Public Schools hereby informs the Contractor that our District likewise has a policy against hiring any person who is not authorized to work in the United States. Kansas City Kansas Public Schools will not and does not knowingly employ unauthorized workers. If that policy ever changes, the District will promptly notify the Contractor in writing. If Kansas City Kansas Public Schools learns that any employee of the Contractor does not have proper authorization to work in the United States, the District will take immediate steps to either require the Contractor to obtain proper authorization for that person or require that person to be removed from the District's property.

**END OF SUPPLEMENTARY CONDITIONS**

**DOCUMENT 008400 – ATTACHMENTS**

1.1 APPLICABLE DOCUMENTS

- A. The State of Kansas “Statutory Bond Form” is bound hereinafter for duplication and use.
  - 1. Bond shall be fully executed, filed, and stamped with the Clerk of the District Court having jurisdiction where the project is located.
  
- B. Phasing Plans.

**END OF DOCUMENT 008400**



**CONTRACTOR'S PUBLIC WORKS BOND TO THE STATE**  
(Pursuant to K.S.A. 60-1111 as amended)

WITNESSETH: That we \_\_\_\_\_  
\_\_\_\_\_  
as Principal, and \_\_\_\_\_  
\_\_\_\_\_

as Surety, are hereby jointly and severally held and firmly bound unto the STATE OF KANSAS in the sum of \_\_\_\_\_ Dollars  
( \$ \_\_\_\_\_ ), lawful money of the United States of America for  
the use and benefit of all persons entitled thereto and for the payment of which we hereby bind ourselves, our successors,  
assigns, heirs, executors and administrators.

THE CONDITION OF THE OBLIGATION IS SUCH, THAT

WHEREAS, the Principal has entered into an Agreement with \_\_\_\_\_  
dated \_\_\_\_\_ for  
improvements described as \_\_\_\_\_  
\_\_\_\_\_ (the "Work")  
according to the Contract Documents which are incorporated herein by reference.

NOW, THEREFORE, if the Principal and its Subcontractors shall pay all indebtedness incurred for labor furnished, materials,  
equipment or supplies used or consumed in connection with the Work including gasoline, lubricating oils, fuel oils, grease, coal  
and similar items used or consumed directly in furtherance of the Work, then this obligation is to be null and void; otherwise it  
shall remain in full force and effect.

The Surety covenants and agrees that no change, extension of time, alteration or addition to the Contract Documents or to the  
Work shall in any way reduce, nullify or affect the Surety's obligations on this bond; and the Surety hereby waives notice on any  
such change, extension of time, alteration or addition to said Contract Documents or Work.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed and delivered this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.

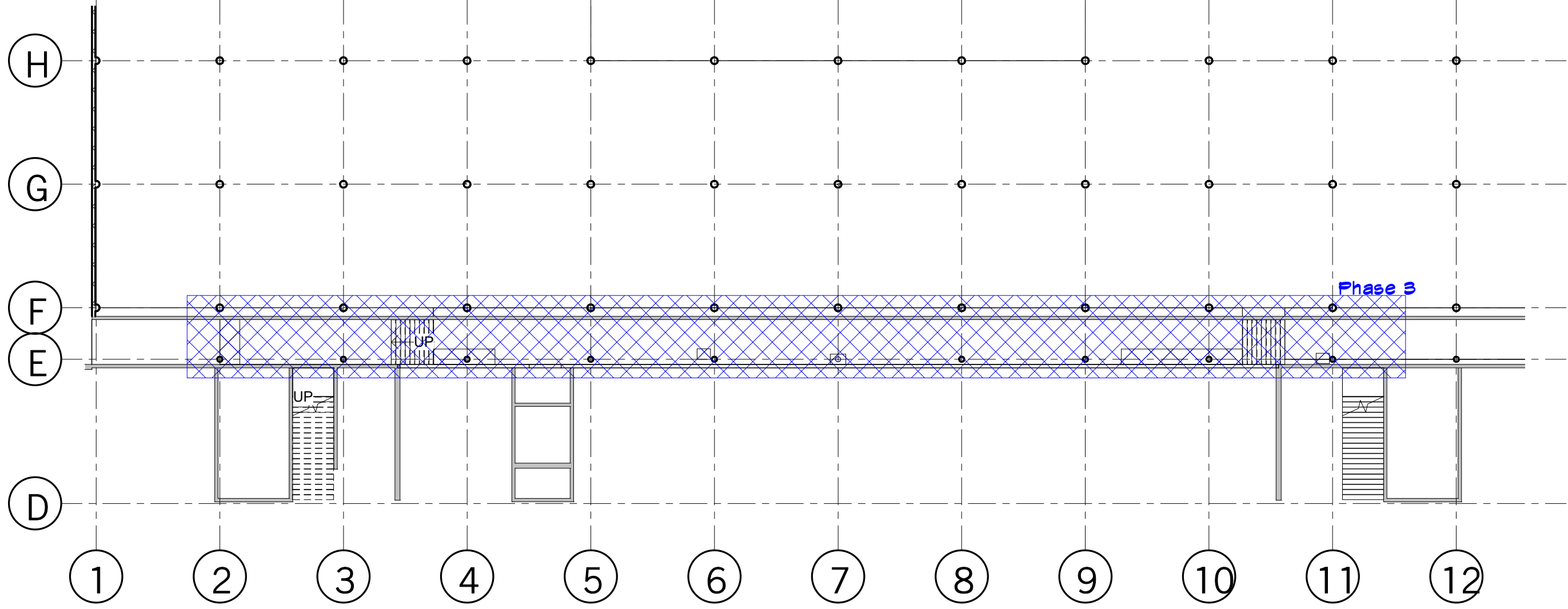
\_\_\_\_\_  
Principal\_

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Title

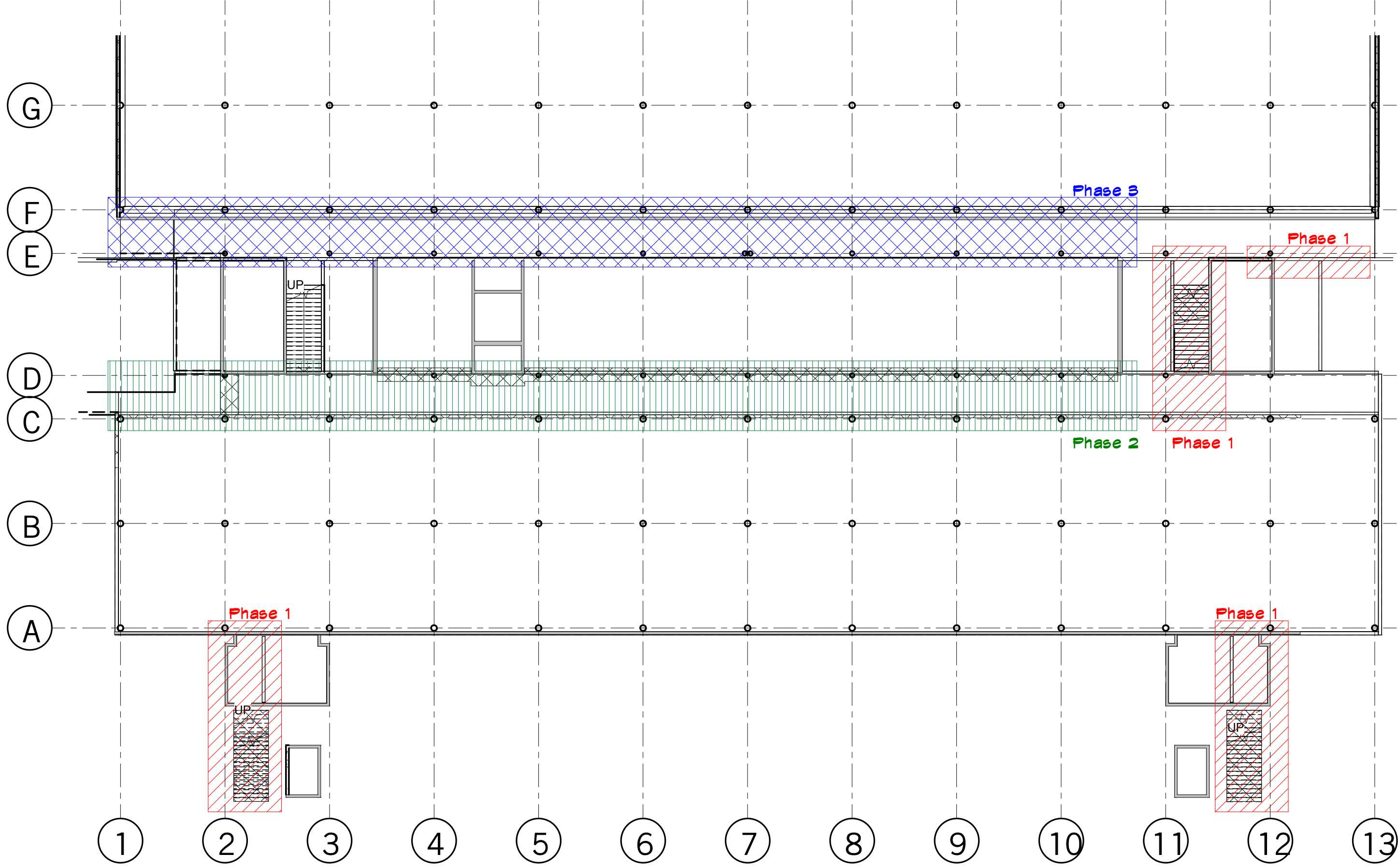
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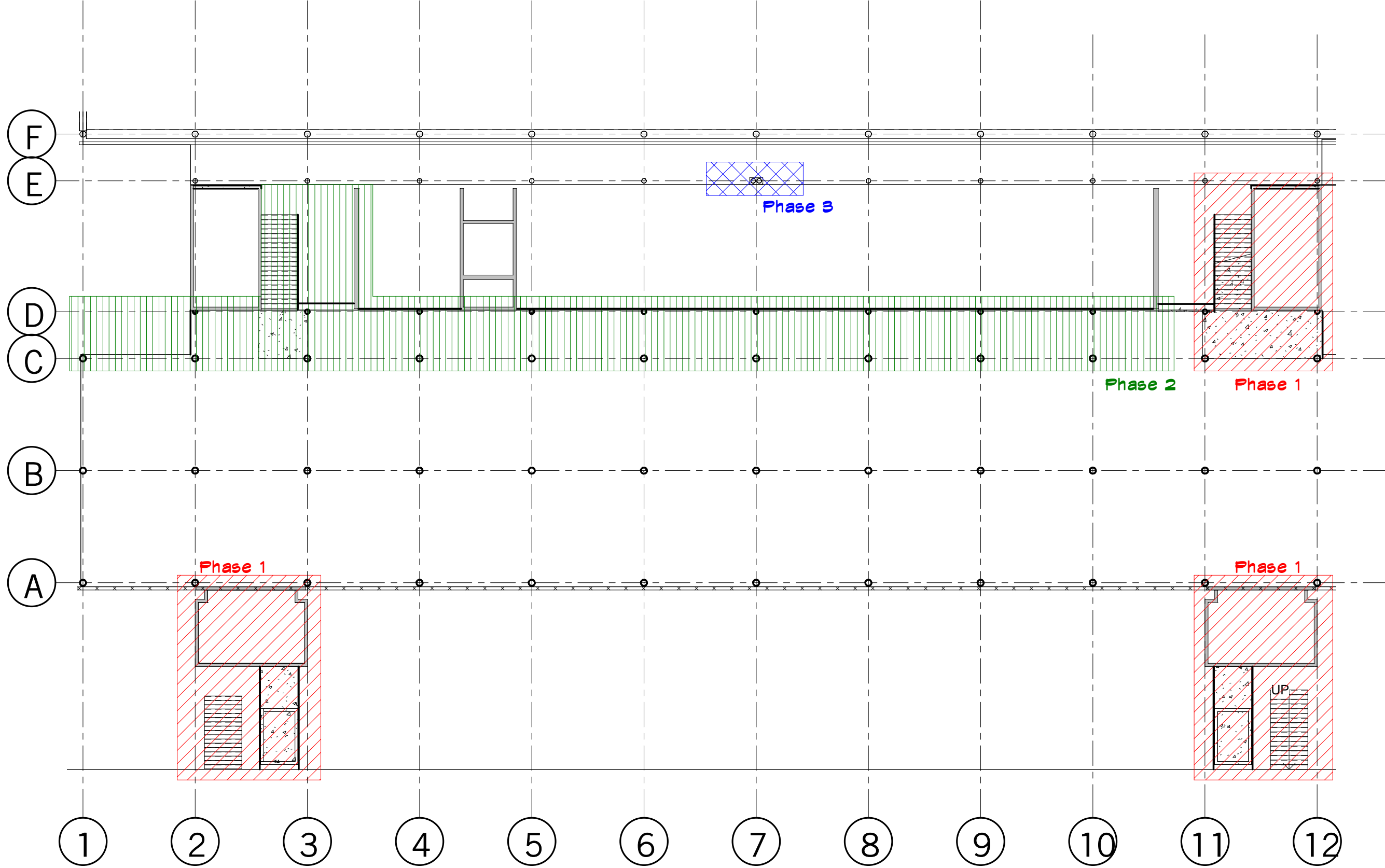




Date:09/10/19  
**Level 1**  
**Phasing Plan**

Supplemental Drawing  
**KCK SD Maintenance Offices Exterior Circulation Repair**  
 Project No:8002.00







## SECTION 011000 - SUMMARY

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Project information.
  - 2. Work covered by Contract Documents.
  - 3. Work by Owner.
  - 4. Work under separate contracts.
  - 5. Access to site.
  - 6. Coordination with occupants.
  - 7. Work restrictions.
  - 8. Specification and drawing conventions.
  - 9. Miscellaneous provisions.
- B. Related Requirements:
  - 1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

#### 1.2 PROJECT INFORMATION

- A. Project Identification: KCKPS Maintenance Offices – Exterior Circulation Repair
  - 1. Project Location:
    - a. 2220 N. 59<sup>th</sup> Street, Kansas City, Kansas 66104.
- B. Owner: Kansas City Kansas Public Schools USD 500, 2010 N. 59<sup>th</sup> Street, Kansas City, Kansas 66104
  - 1. Owner's Representative: Doug Clements.
- C. Architect/Engineer: Hollis + Miller Architects, Inc., 1828 Walnut Street, Kansas City, Missouri 64108.
  - 1. Telephone 816-442-7700.
  - 2. Architect Representative: Megan Barnes.
  - 3. Engineer Representative: Michelle Iwig-Harmon.
- D. Architect's Consultants: The Architect has retained the following design professionals who have prepared designated portions of the Contract Documents:
  - 1. Refer to the Project Team Directory, Document 000101.
- E. Electronic Project Correspondence: Contractors will be required to maintain an email address (of sufficient file size to receive drawings and .pdf files) for the purpose of managing communication and documents during the construction stage.

#### 1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents.
- B. Type of Contract:
  - 1. Project will be constructed under a single prime contract.

#### 1.4 WORK BY OWNER

- A. General: Cooperate fully with Owner so work may be carried out smoothly, without interfering with or delaying work under this Contract or work by Owner. Coordinate the Work of this Contract with work performed by Owner.
- B. Preceding Work: Owner will remove certain items from the existing building and Project site. Those operations are scheduled to be substantially complete before work under this Contract begins.
- C. Concurrent Work: Owner will perform the following construction operations at Project site. Those operations will be conducted simultaneously with work under this Contract.

## 1.5 WORK UNDER SEPARATE CONTRACTS

- A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts.

## 1.6 ACCESS TO SITE

- A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. Use of Site: Limit use of Project site to areas indicated on Site Logistics Plan.
  - 1. Driveways, Walkways and Entrances: Keep driveways loading areas, and entrances serving 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. Restrictions: Note that no deliveries to the Project Site will be allowed between the hours of 7:00 to 8:30 a.m. and 2:00 to 3:30 p.m.
    - b. Schedule deliveries to minimize use of driveways and entrances by construction operations.
    - c. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

## 1.7 COORDINATION WITH OCCUPANTS

- A. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.
  - 1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner acceptance of the completed Work.
  - 2. Obtain a Certificate of Occupancy from authorities having jurisdiction before limited Owner occupancy.
  - 3. Before limited Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of Work.
  - 4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of Work.

## 1.8 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
  - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise indicated.
  - 1. Weekend Hours: Coordinate and schedule all weekend hours with the Owner not less than 48 hours in advance. Comply with regulations of authorities having jurisdiction.
  - 2. Early Morning Hours: Notify Owner of days when early morning hours will be required and comply with regulations of authorities having jurisdiction.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
  - 1. Notify Architect and Owner not less than three days in advance of proposed utility interruptions.
  - 2. Obtain Owner's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
  - 1. Notify Architect and Owner not less than three days in advance of proposed disruptive operations.
  - 2. Obtain Owner's written permission before proceeding with disruptive operations.
- E. Controlled Substances: Use of tobacco products and other controlled substances on Project site is not permitted.

- F. Employee Screening: Comply with Owner's requirements for Contractor personnel working on Project site.

## 1.9 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
  - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  - 2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.
  - 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 011000**





## SECTION 012200 - UNIT PRICES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for unit prices.
- B. Related Requirements:
  - 1. Section 012600 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
  - 2. Section 014000 "Quality Requirements" for general testing and inspecting requirements.

#### 1.2 DEFINITIONS

- A. Unit price is an amount incorporated in the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

#### 1.3 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes (other than sales and use tax), overhead, and profit.
- B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

### PART 2 - PRODUCTS (Not Used)

### PART 3 - EXECUTION

#### 3.1 SCHEDULE OF UNIT PRICES

- A. Unit Price 1: Pedestrian Traffic Coating.
  - 1. Description: Provide all necessary surface preparation and pedestrian traffic coating, according to Section 071800. Unit price applies to additional pedestrian traffic coating requested by Owner.
  - 2. Unit of Measurement: Square foot, based on concurrence from Architect/Engineer.
- B. Unit Price 2: Removal and Replacement of Elevated Concrete Slab/Deck.
  - 1. Description: Removal and subsequent replacement of deteriorated elevated concrete slab/deck as identified by Project Engineer.
  - 2. Unit of Measurement: Square foot, based on Project Engineer's verification of areas to be replaced.
- C. Unit Price 3: Miscellaneous Concrete Patching.
  - 1. Description: Removal of loose concrete material, preparation and priming of exposed steel reinforcing and subsequent patching of concrete surface. Contractor to identify areas recommended for patching/repair. Engineer will verify.
  - 2. Unit of Measurement: Square foot, based on Project Engineer's verification of areas to be replaced.

**END OF SECTION 012200**



## SECTION 012300 - ALTERNATES

### PART 1 - GENERAL

#### 1.1 SUMMARY

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

#### 1.2 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.

#### 1.3 PROCEDURES

- A. Coordination: Revise 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 revisions 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:.
  - 1. ADD Alternate: Alternate includes all labor, materials, equipment and appurtenances necessary to furnish and install the pedestrian traffic coating where indicated and as specified in Section 071800.
  - 2. Base Bid: Provide pedestrian traffic coating as set forth in the Contract Documents..

**END OF SECTION 012300**



## SECTION 012500 - SUBSTITUTION PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for "Substitutions for Convenience" and "Substitutions for Cause".
- B. Related Requirements:
  - 1. Section 012300 "Alternates" for products selected under an alternate.
  - 2. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.
  - 3. Divisions 02 through 07 Sections for specific requirements and limitations for substitutions.

#### 1.2 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
  - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms. Substitutions for Cause, if any, shall be submitted after award of the contract as set forth hereinafter.
  - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner. Substitutions for Convenience shall be submitted prior to bidding as set forth hereinafter.
- B. Comparable Products: Naming of specified items on the Drawings and in the specifications, means that such named items are specifically required by the Architect and/or Owner. When the words "or comparable product" follows such named item(s), a substitution request must be submitted when proposing a product other than the named product. Requests for substitutions must be received by the Architect within the time frame set hereinafter.
- C. The following are not considered substitutions:
  - 1. Revisions to Contract Documents requested by the Owner or Architect.
  - 2. Specified options of products, materials and construction methods included in the Contract Documents.

#### 1.3 ACTION SUBMITTALS

- A. Substitution Requests: Submit at least one (1) paper copy or an electronic pdf copy of each request for consideration to the Architect. Clearly identify proposed product and all related options or fabrication or installation method to be replaced. Include Specification Section number and title, in addition to applicable Drawing numbers and titles.
  - 1. Substitution Request Form: Use CSI Form 13.1A or facsimile of form provided at the end of this Section.
    - a. Accompanying each Substitution Request shall be a fully executed copy of the Substitution Request Form.
  - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
    - b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
    - c. A written and 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 of proposed substitution and of specified product shall be submitted for comparison and review by Architect.
    - f. Certificates and qualification data, where applicable or requested.

- g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
  - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
  - i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
  - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
  - k. Cost information, including a proposal of change, if any, in the Contract Sum.
  - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
  - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Review Process: Submittal requests for proposed substitutions will be processed using the following procedures:
- a. Submittals will be "Received Dated" immediately upon arrival.
  - b. Submittals will be placed by receiving person in a file designated for that purpose.
  - c. Submittals will not be reviewed for completeness or compliance until after the date and time established for closing of receipt of substitution request submittals.
  - d. Submittals will be reviewed by a member of the Architect's staff (or respective consultant). Reviewer(s) will not be designated until after closing period established for receipt of submittal of substitutions.
  - e. Reviewer's General Attitude will be:
    - 1) Burden of Proof is on Proposer.
    - 2) Reviewer should not be required to complete the submittal, that is, select from options or between models and lines of products.
    - 3) Reviewer should not be required to conduct an exhaustive review of the submittal. Submittals of manufacturer's catalogs which do not clearly indicate proposed product and proposed product options will be rejected.
    - 4) Reviewer should not be required to seek information from manufacturer's literature on file in the office, from an improperly submitted electronic submittal or information in other locations.
    - 5) Substitute must be "comparable to" or superior in those features and performance which the Project requires and those which the specified product will provide.
    - 6) Review is complete when, in the reviewer's opinion, significant deficiency(ies) are established. In such case, review of data covering other points of specifications is not required.
  - f. Reviewer will note action taken (No Exception taken to Submitted Manufacturer, No Exception taken to Specific Product, Exceptions Noted, Not Accepted or Received Late), the date, and his/her initials.
  - g. All submittals received after closing time will be "Received Dated", marked "Late", initialed by reviewer, and filed without review.
  - h. Submittals will be filed in Architect's office until completion of the Project.
4. Architect's Action:
- a. Architect will review requests for "Substitutions for Convenience" only once, no additional information may be submitted. Architect may request additional information as necessary for review of "Substitutions for Cause."
  - b. Architect will note action taken.
  - c. Architect is not obligated nor required to review any and all substitution requests.
  - d. Architect is not obligated to inform proposers of substitutions of incomplete and non-accepted requests for substitution.
  - e. Acceptance of Substitutions:
    - 1) Acceptance of Substitutions for Convenience: Accepted substitutions will be set forth in an Addendum and in no other manner.
      - a) Use product specified if Architect does not issue a decision on use of a proposed substitution.
    - 2) Acceptance of Substitutions for Cause: Architect will review proposed substitution within 15 business days of receipt of request. If necessary, Architect will request additional information or documentation for evaluation within seven (7) business days of receipt of a request for Substitution for Cause." Only acceptable substitutions will receive notification of status.

Substitutions shall be considered unacceptable unless a form of acceptance is received by the Proposer.

- a) Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
- b) Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

#### 1.4 ELECTRONIC SUBMITTAL OF SUBSTITUTIONS

- A. Substitution Request submittals will be accepted for review when submitted electronically under the following conditions. Substitution requests which are not submitted in accordance with the criteria listed below may be rejected at the Architect's discretion.
  1. Accompanying each submittal shall be a fully executed copy of the Substitution Request Form.
  2. Submittals sent to the Architect, shall be sent to architect named on the Project Team Directory, refer to Section 000101. Submittals directed to the attention of anyone other than the person named above will not be considered.
  3. Submittals of Substitutions for Cause must be received within the time limits set forth in Paragraph 2.1 A of this Section.
  4. Submittals of Substitutions for Convenience must be received prior to bidding and within the time limits set forth in Paragraph 2.1 B of this Section.
  5. Documentation requirements as set forth in 1.3 A.2a through 1.3 A.2m are applicable to electronic submittals.
    - a. Note: Electronic submittals in which the manufacturer's entire catalog is submitted will be rejected.

#### 1.5 QUALITY ASSURANCE

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

#### 1.6 PROCEDURES

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions at no additional cost to the Owner.

### PART 2 - PRODUCTS

#### 2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 30 days prior to time required for preparation and review of related submittals.
  1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
    - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - b. Request is directly related to a "or comparable product" clause or similar language in the Contract Documents.
    - c. Specified product or method of construction cannot be provided within the Contract Time.
    - d. Specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where the Contractor certifies that the substitution will overcome the incompatibility.
    - e. Specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution will provide the specified warranty.
    - f. Substitution request is fully documented and properly submitted.
    - g. Requested substitution will not adversely affect Contractor's construction schedule.
    - h. Requested substitution has received necessary approvals of authorities having jurisdiction.
    - i. Requested substitution is compatible with other portions of the Work.
    - j. Requested substitution has been coordinated with other portions of the Work.
    - k. Requested substitution provides specified warranty.

- I. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- ~~B.~~ Substitutions for Convenience: Architect will consider requests for substitution only when submitted prior to bidding, and no later than 4:00 p.m. (local time) eight calendar days prior to date established for receipt of bids. Requests received after that time may be considered or rejected at discretion of Architect.
1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
    - a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
    - b. Requested substitution does not require extensive revisions to the Contract Documents.
    - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - d. Substitution request is fully documented and properly submitted.
    - e. Requested substitution will not adversely affect Contractor's construction schedule.
    - f. Requested substitution has received necessary approvals of authorities having jurisdiction.
    - g. Requested substitution is compatible with other portions of the Work.
    - h. Requested substitution has been coordinated with other portions of the Work.
    - i. Requested substitution provides specified warranty.
    - j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- C. The Contractor's submittal and Architect's acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with the Contract Documents does not constitute an acceptance or validate request for substitution, nor does it constitute approval.
- D. Under no circumstances does the Architect's and/or Owner's acceptance of any such substitution relieve the Contractor from timely, full and proper performance of the Work.

PART 3 - EXECUTION (Not Used)

**END OF SECTION 012500**



# SUBSTITUTION REQUEST FORM

**MAIL TO:** Hollis + Miller Architects  
1828 Walnut St., Suite 922  
Kansas City, MO. 64108

**PROJECT:** Kansas City Kansas Public Schools  
Maintenance Office Ext. Circulation Repair  
Project No. 18002

**SPECIFIED ITEM:** \_\_\_\_\_

**PROPOSED SUBSTITUTE:** \_\_\_\_\_

**SUBMITTED BY:**

Firm: \_\_\_\_\_

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

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

Date: \_\_\_\_\_ Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

**Attach complete description, designation, catalog or model number, Spec Data Sheet and other Technical Data and samples, including Laboratory Tests if Applicable.**

*Fill in blanks below:*

1. Will substitution affect dimension indicated on drawings? \_\_\_\_\_  
\_\_\_\_\_
2. Will substitution affect wiring, piping, ductwork, etc., indicated on drawings? \_\_\_\_\_  
\_\_\_\_\_
3. What effect will substitution have on other trades? \_\_\_\_\_  
\_\_\_\_\_
4. Differences between proposed substitution and specified item? \_\_\_\_\_  
\_\_\_\_\_
5. Any and all impacts on costs, design modifications, additional architectural and engineering services, material and labor changes, schedule changes, and other unanticipated consequences, resulting from this substitution in lieu of the specified item, shall be the full responsibility of the contractor and his subcontractors and supplier.
6. Manufacturer's warranties of the specified items and proposed items are: [ ] same [ ] different, *explain:*  
\_\_\_\_\_

**REVIEW COMMENTS:**

- [ ] **No Exception taken to Submitted Manufacturer**  
*Manufacturer only is accepted due to time limitations for full review of product, or because no specific product data is submitted, or other unspecified reasons. Contractor must still bear full responsibility for compliance with contract requirements.*
- [ ] **No Exception taken to Specific Products**
- [ ] **Exceptions Noted**  
*See attached copy or notes on product literature*
- [ ] **Not Accepted**
- [ ] **Received too Late**

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

Remarks: \_\_\_\_\_



## SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Requirements:
  - 1. Section 012500 "Substitution Procedures" for administrative procedures for handling requests for substitutions for "cause" made after the Contract award.

#### 1.2 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 AIA Document G710, "Architect's Supplemental Instructions."

#### 1.3 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. Work Change 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 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 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 Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
  - 7. Proposal Request Form: Use form acceptable to Architect.

#### 1.4 ADMINISTRATIVE CHANGE ORDERS

- A. Allowance Adjustment: See Section 012100 "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.
- B. Unit-Price Adjustment: See Section 012200 "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit-price work.

1.5 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Changes Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.
  - 1. Change Orders are to be dated and numbered sequentially.
- B. Change Orders will describe the change or changes, will refer to the related Proposal Request number and date; and will be signed by the Owner, and Architect.

1.6 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.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 012600**

## SECTION 012900 - PAYMENT PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
  - 1. Section 012200 "Unit Prices" for administrative requirements governing the use of unit prices.
  - 2. Section 012600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
  - 3. Section 013200 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

#### 1.2 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.

#### 1.3 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
  - 1. Coordinate 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 (7) days before the date scheduled for submittal of initial Applications for Payment.
  - 3. Subschedules for Phased Work: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values coordinated with each phase of payment.
  - 4. Subschedules for Separate Elements of Work: Where the Contractor's construction schedule defines separate elements of the Work, provide subschedules showing values coordinated with each element.
- B. Format and Content: Use 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. Name of Architect.
    - c. Architect's project number.
    - d. Contractor's name and address.
    - e. Date of submittal.
  - 2. Arrange schedule of values consistent with format of AIA Document G703.
  - 3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports.
  - 4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
  - 5. 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.
  - 6. 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.
  - 7. 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.
  - 8. 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.
9. 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.

#### 1.4 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial 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 AIA Document G702 and AIA Document G703 as form for Applications for Payment. Sample copies are included in Project Manual.
- 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. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
    - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
    - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- F. Transmittal: Submit pdf electronic files of each signed and notarized original Application for Payment to Architect. Include waivers of lien and similar attachments if required.
  1. Include 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 liens 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 executed waivers of lien on forms, included in the Project Manual.
- H. 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. Combined Contractor's construction schedule (preliminary if not final) incorporating Work of multiple contracts, with indication of acceptance of schedule by each Contractor.
  5. Schedule of unit prices.
  6. Submittal schedule (preliminary if not final).
  7. List of Contractor's staff assignments.
  8. Copies of building permits.
  9. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  10. Initial progress report.
  11. Report of preconstruction conference.
- I. Application for Payment at Substantial Completion: After Architect issues 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 Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- J. Final Payment Application: After completing Project closeout requirements, 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. State of Kansas "Project Completion Certification."
  8. Asbestos-Free and Lead-Free Certification Letter in form acceptable to Owner.
  9. Evidence that claims have been settled.
  10. 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.

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 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. General coordination procedures.
  - 2. Coordination drawings.
  - 3. Requests for Information (RFIs).
  - 4. Project meetings.
- B. Related Requirements:
  - 1. Section 013200 "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
  - 2. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
  - 3. Section 017700 "Closeout Procedures" for coordinating closeout of the Contract.

#### 1.2 DEFINITIONS

- A. RFI: Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Submitted with bid or by 4:00p.m. on bid day. Identify individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Use form acceptable to Architect. 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.
- B. Key Personnel Names: Within ten business days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.
  - 1. Post copies of list in project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

#### 1.4 GENERAL COORDINATION PROCEDURES

- 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 and activities of other contractors 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.
- 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. See other Sections for disposition of salvaged materials that are designated as Owner's property.
  2. Refer to Section 015000 "Temporary Facilities and Controls" for additional requirements.

## 1.5 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
    - a. Coordinate the addition of trade-specific information to the coordination drawings by multiple contractors in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
    - b. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
    - c. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
    - d. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
    - e. Indicate required installation sequences.
    - f. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

## 1.6 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 suggested resolution 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: AIA Document G716 or a Software-generated form with substantially the same content as indicated above, acceptable to Architect.
  - 1. Attachments shall be electronic files in Adobe Acrobat PDF format.
  - 2. Post electronic RFI's as PDF electronic files directly to Project website.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven (7) 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 Contractor-generated RFIs will be returned without action:
    - a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.
    - c. Requests for approval of Contractor's means and methods.
    - d. Requests for coordination information already indicated in the Contract Documents.
    - e. Requests for adjustments in the Contract Time or the Contract Sum.
    - f. Requests for interpretation of Architect's actions on submittals.
    - g. 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 RFI shall not indicate approval of a change to the Contract Time or the Contract Sum.
    - 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.
    - b. Change Proposals shall be made according to Section 012600 "Contract Modification Procedures."
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly in form acceptable to Architect. 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 returned without action or withdrawn.
  - 5. RFI description.
  - 6. Date the RFI was submitted to the Architect.
  - 7. Date Architect's response was received.
- F. 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 (7) days if Contractor disagrees with response.
  - 1. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
  - 2. Change in Work shall be recorded to the Project Record set per Section 017839 "Project Record Documents."

## 1.7 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 (3) 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. Preparation of record documents.
  - m. Use of the premises.
  - n. Work restrictions.
  - o. Working hours.
  - p. Owner's occupancy requirements.
  - q. Responsibility for temporary facilities and controls.
  - r. Procedures for moisture and mold control.
  - s. Procedures for disruptions and shutdowns.
  - t. Parking availability.
  - u. Office, work, and storage areas.
  - v. Equipment deliveries and priorities.
  - w. First aid.
  - x. Security.
  - y. 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 requirements.
    - k. Time schedules.
    - l. Weather limitations.
    - m. Manufacturer's written instructions.
    - 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. Project Closeout Conference: Schedule and conduct a project closeout conference, at a time convenient to Owner and Architect, but no later than 14 days prior to the scheduled date of Substantial Completion.
1. Conduct the conference to review requirements and responsibilities related to Project closeout.
  2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
  3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
    - a. Preparation of record documents.
    - b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
    - c. Submittal of written warranties.
    - d. Requirements for preparing operations and maintenance data.
    - e. Requirements for delivery of material samples, attic stock, and spare parts.
    - f. Requirements for demonstration and training.
    - g. Preparation of Contractor's punch list.
    - h. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
    - i. Submittal procedures.
    - j. Owner's partial occupancy requirements.
    - k. Responsibility for removing temporary facilities and controls.
  4. Minutes: Entity conducting meeting will record and distribute meeting minutes.
- E. 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 and work hours.
      - 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.
- F. Coordination Meetings: Conduct Project coordination meetings at appropriate intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
- 1. 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 meetings shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to combined 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.
    - b. Schedule Updating: Revise combined Contractor's construction schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
    - c. Review present and future needs of each contractor present, including the following:
      - 1) Interface requirements.
      - 2) Sequence of operations.
      - 3) Resolution of BIM component conflicts.
      - 4) Status of submittals.
      - 5) Deliveries.
      - 6) Off-site fabrication.
      - 7) Access and work hours.
      - 8) Site utilization.
      - 9) Temporary facilities and controls.
      - 10) Work hours.
      - 11) Hazards and risks.
      - 12) Progress cleaning.
      - 13) Quality and work standards.
      - 14) Change Orders.
  - 3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 013100**

## SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
  - 1. Contractor's construction schedule.
  - 2. Construction schedule updating reports.
  - 3. Daily construction reports.
  - 4. Material location reports.
  - 5. Site condition reports.
  - 6. Special reports.
- B. Related Requirements:
  - 1. Section 013300 "Submittal Procedures" for submitting schedules and reports.
  - 2. Section 014000 "Quality Requirements" for submitting a schedule of tests and inspections.

#### 1.2 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
  - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
  - 2. Predecessor Activity: An activity that precedes another activity in the network.
  - 3. Successor Activity: An activity that follows another activity in the network.
- B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- D. Event: The starting or ending point of an activity.
- E. Float: The measure of leeway in starting and completing an activity.
  - 1. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
  - 2. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- F. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
  - 1. PDF electronic file.
- B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
- C. Construction Schedule Updating Reports: Submit every two weeks. Coordinate one of the updating reports with Application for Payment.
- D. Daily Construction Reports: Submit at weekly intervals.
- E. Material Location Reports: Submit at monthly interval

- F. Site Condition Reports: Submit at time of discovery of differing conditions.
- G. Special Reports: Submit at time of unusual event.
  - 1. Adverse Weather Days: Document conditions effecting construction activities and submit within 24 hours of the event.

#### 1.4 COORDINATION

- A. Coordinate Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.
  - 1. Secure time commitments for performing critical elements of the Work from entities involved.
  - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

### PART 2 - PRODUCTS

#### 2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of final completion.
  - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each story or separate area as a separate numbered activity for each main element of the Work. Comply with the following:
  - 1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
  - 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
  - 3. Submittal Review Time: Include review and resubmittal times indicated in Section 013300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
  - 4. Startup and Testing Time: Include no fewer than 20 days for startup and testing.
  - 5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
  - 6. Punch List and Final Completion: Include not more than 14 days for completion of punch list items and final completion.
- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
  - 1. Phasing: Arrange list of activities on schedule by phase.
  - 2. Work under More Than One Contract: Include a separate activity for each contract.
  - 3. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
  - 4. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Section 011000 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
  - 5. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Section 011000 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
  - 6. Work Restrictions: Show the effect of the following items on the schedule:
    - a. Coordination with existing construction.
    - b. Limitations of continued occupancies.
    - c. Uninterruptible services.
    - d. Partial occupancy before Substantial Completion.
    - e. Use of premises restrictions.
    - f. Provisions for future construction.
    - g. Seasonal variations.
    - h. Environmental control.
  - 7. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
    - a. Subcontract awards.
    - b. Submittals.
    - c. Purchases.



- d. Mockups.
  - e. Fabrication.
  - f. Sample testing.
  - g. Deliveries.
  - h. Installation.
  - i. Tests and inspections.
  - j. Adjusting.
  - k. Curing.
  - l. Startup and placement into final use and operation.
8. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
- a. Structural completion.
  - b. Temporary enclosure and space conditioning.
  - c. Permanent space enclosure.
  - d. Completion of mechanical installation.
  - e. Completion of electrical installation.
  - f. Substantial Completion.
- D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.
- E. Cost Correlation: Superimpose a cost correlation timeline, indicating planned and actual costs. On the line, show planned and actual dollar volume of the Work performed as of planned and actual dates used for preparation of payment requests.
- 1. See Section 012900 "Payment Procedures" for cost reporting and payment procedures.
- F. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
- 1. Unresolved issues.
  - 2. Unanswered Requests for Information.
  - 3. Rejected or unreturned submittals.
  - 4. Notations on returned submittals.
  - 5. Pending modifications affecting the Work and Contract Time.
- G. Recovery Schedule: When periodic update indicates the Work is 7 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.

## 2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

- A. General: Prepare network diagrams using AON (activity-on-node) format.
- B. Startup Network Diagram: Submit diagram within 14 days of date established for the Notice to Proceed. Outline significant construction activities for the first 90 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.
- C. CPM Schedule: Prepare Contractor's construction schedule using a time-scaled CPM network analysis diagram for the Work.
- 1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 30 days after date established for the Notice to Proceed.
    - a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates, regardless of Architect's approval of the schedule.
  - 2. Conduct educational workshops to train and inform key Project personnel, including subcontractors' personnel, in proper methods of providing data and using CPM schedule information.
  - 3. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
  - 4. Use "one workday" as the unit of time for individual activities. Indicate nonworking days and holidays incorporated into the schedule in order to coordinate with the Contract Time.

- D. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the startup network diagram, prepare a skeleton network to identify probable critical paths.
  - 1. Refer to Section 007300 for additional requirements.
- E. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall project schedule.
- F. Initial Issue of Schedule: Prepare initial network diagram from a sorted activity list indicating straight "early start-total float." Identify critical activities.
- G. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:
  - 1. Identification of activities that have changed.
  - 2. Changes in early and late start dates.
  - 3. Changes in early and late finish dates.
  - 4. Changes in activity durations in workdays.
  - 5. Changes in the critical path.
  - 6. Changes in total float or slack time.
  - 7. Changes in the Contract Time.

## 2.3 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
  - 1. List of subcontractors at Project site.
  - 2. List of separate contractors/subcontractors at Project site.
  - 3. Approximate count of personnel at Project site.
  - 4. Equipment at Project site.
  - 5. Material deliveries.
  - 6. High and low temperatures and general weather conditions, including presence of rain or snow.
  - 7. Accidents.
  - 8. Meetings and significant decisions.
  - 9. Unusual events (see special reports).
  - 10. Stoppages, delays, shortages, and losses.
  - 11. Meter readings and similar recordings.
  - 12. Emergency procedures.
  - 13. Orders and requests of authorities having jurisdiction.
  - 14. Change Orders received and implemented.
  - 15. Construction Change Directives received and implemented.
  - 16. Services connected and disconnected.
  - 17. Equipment or system tests and startups.
  - 18. Partial completions and occupancies.
  - 19. Substantial Completions authorized.
- B. Material Location Reports: At monthly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site. Indicate the following categories for stored materials:
  - 1. Material stored prior to previous report and remaining in storage.
  - 2. Material stored prior to previous report and since removed from storage and installed.
  - 3. Material stored following previous report and remaining in storage.
- C. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At bi-weekly intervals, coordinated with job progress meetings, update schedule to reflect actual construction progress and activities. Issue schedule three days before each regularly scheduled progress meeting.
  - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  - 3. As the Work progresses, indicate final completion percentage for each activity.
  
- B. Distribution: Distribute copies of approved schedule to Architect Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
  - 1. Post copies in Project meeting rooms and temporary field offices.
  - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

**END OF SECTION 013200**



## SECTION 013233 - PHOTOGRAPHIC DOCUMENTATION

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
  - 1. Preconstruction photographs.
  - 2. Periodic construction photographs.
  - 3. Final completion construction photographs.
- B. Related Requirements:
  - 1. Section 017700 "Closeout Procedures" for submitting photographic documentation as Project Record Documents at Project closeout.
  - 2. Section 017900 "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

#### 1.2 INFORMATIONAL SUBMITTALS

- A. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph. Indicate elevation or story of construction. Include same information as corresponding photographic documentation.
- B. Digital Photographs: Submit image files within three days of taking photographs.
  - 1. Submit photos by uploading to web-based project software site or via email. Include copy of key plan indicating each photograph's location and direction.
  - 2. Identification: Provide the following information with each image description:
    - a. Name of Project.
    - b. Name and contact information for photographer.
    - c. Name of Architect.
    - d. Name of Contractor.
    - e. Date photograph was taken.
    - f. Description of location, vantage point, and direction.
    - g. Unique sequential identifier keyed to accompanying key plan.

#### 1.3 FORMATS AND MEDIA

- A. Digital Photographs: Provide color images in JPG format, produced by a digital camera with minimum sensor size of 12 megapixels, and at an image resolution of not less than 3200 by 2400 pixels. Use flash in low light levels or backlit conditions.
- B. Digital Images: Submit digital media as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
- C. Metadata: Record accurate date and time from camera.
- D. File Names: Name media files with date, Project area, and sequential numbering suffix.

#### 1.4 CONSTRUCTION PHOTOGRAPHS

- A. General: Take photographs with maximum depth of field and in focus.
  - 1. Maintain key plan with each set of construction photographs that identifies each photographic location.
- B. Preconstruction Photographs: Before starting construction, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Architect.
  - 1. Flag construction limits before taking construction photographs.
  - 2. Take 20 photographs to show existing conditions adjacent to property before starting the Work.
  - 3. Take 20 photographs of existing construction to remain as to accurately record physical conditions at start of construction. Refer also to Section 024119 "Selective Demolition" for additional requirements.

4. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.
- C. Periodic Construction Photographs: Take 20 photographs biweekly. Select vantage points to show status of construction and progress since last photographs were taken.
- D. Final Completion Construction Photographs: After each project “phase”, take 20 photographs after date of Substantial Completion for submission as Project Record Documents. Architect will inform photographer of desired vantage points.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 013233**

## SECTION 013300 - SUBMITTAL PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Requirements:
  - 1. Section 012900 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
  - 2. Section 013200 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
  - 3. Section 017823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
  - 4. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

#### 1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."
- C. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

#### 1.3 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.
  - 1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
  - 2. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List and prioritize those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
  - 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
    - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
  - 4. Format: Arrange the following information in a tabular format:
    - a. Scheduled date for first submittal.
    - b. Specification Section number and title.
    - c. Submittal category: Action; informational.
    - d. Name of subcontractor.
    - e. Description of the Work covered.
    - f. Scheduled date for Architect's final release or approval.
    - g. Scheduled date of fabrication.

#### 1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Electronic digital data files of the Contract Drawings will not be provided by Architect for Contractor, at a nominal cost, for 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 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. It is expected that all submittals will be submitted within the durations outlined in the bid form as provided by each trade.
    - a. The completion time of the contract will not be extended for delays caused by tardiness of submittals. Cost of such delays shall not be borne by the Owner and may be back-charged as necessary.
      - 1) Contractor shall assume full responsibility for providing materials as specified at their risk to maintain schedule if submittals are not submitted within durations provided on the bid form.
    - b. Upon receipt of unapproved submittals, Contractors will have seven (7) calendar days to revise and resubmit.
  - 2. Initial Review: Allow 15 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.
  - 3. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  - 4. Resubmittal Review: Allow 7 days for review of each resubmittal.
  - 5. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 15 days for initial review of each submittal.
  - 6. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow 15 days for review of each submittal. Submittal will be returned to Architect before being returned to Contractor.
- D. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
- 1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
  - 2. Name file with submittal number or other unique identifier, including revision identifier.
    - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., KCKPS-079200.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., KCKPS-079200.01.A).
    - b. Specific material/product identifier: After listing the project identifier and section number as described above, clearly indicate the material/product submitted corresponding to specific paragraph in the specification (e.g., Silicone Joint Sealant – 2.2 A).
  - 3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
  - 4. Transmittal Form for Electronic Submittals: Use software-generated form from electronic project management software or electronic form acceptable to Owner, containing the following information:
    - a. Project name.
    - b. Date.
    - c. Name and address of Architect.
    - d. Name of Contractor.
    - e. Name of firm or entity that prepared submittal.
    - f. Names of subcontractor, manufacturer, and supplier.
    - g. Category and type of submittal.
    - h. Submittal purpose and description.
    - i. Specification Section number and title.
    - j. Specification paragraph number or drawing designation and generic name for each of multiple items.
    - k. Drawing number and detail references, as appropriate.
    - l. Location(s) where product is to be installed, as appropriate.
    - m. Related physical samples submitted directly.
    - n. Indication of full or partial submittal.
    - o. Transmittal number, numbered consecutively.
    - p. Submittal and transmittal distribution record.
    - q. Other necessary identification.
    - r. Remarks.



5. Metadata: Include the following information as keywords in the electronic submittal file metadata:
  - a. Project name.
  - b. Number and title of appropriate Specification Section.
  - c. Manufacturer name.
  - d. Product name.
  
- E. Options: Identify options requiring selection by Architect.
  
- F. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Architect on previous submittals. Indicate by highlighting on each submittal and noting on attached separate sheet, prepared on Contractor's letterhead.
  
- G. 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.
  3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
  
- H. 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.
  
- I. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

## PART 2 - PRODUCTS

### 2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
  1. Post electronic submittals as PDF electronic files directly to Project Web site specifically established for Project.
    - a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
  2. Submit electronic submittals via email as PDF electronic files.
    - a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
    - b. Along with the electronic submittal, Contractor shall submit to the Architect, one (1) full sized hard copy of each shop drawing for review and approval, as deemed necessary by the Architect.
    - c. Along with the electronic submittal, contractors shall submit to the Architect, one (1) color deck or color card for each submittal requiring color selection for review, approval and color selection, as deemed necessary by the Architect.
  3. Certificates and Certifications Submittals: Provide a 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.
    - a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.
  
- 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 published data are not suitable for use, submit as Shop Drawings, not as Product Data.
  2. Mark each copy of each submittal to clearly show which products and options are applicable.
  3. Include the following information, as applicable:
    - a. Manufacturer's catalog cuts.
    - b. Manufacturer's product specifications.
    - c. Standard color charts.
    - d. Statement of compliance with specified referenced standards.
    - e. Testing by recognized testing agency.
    - f. Application of testing agency labels and seals.
    - g. Notation of coordination requirements.

- h. Availability and delivery time information.
  - 4. For equipment, include the following in addition to the above, as applicable:
    - a. Wiring diagrams showing factory-installed wiring.
    - b. Printed performance curves.
    - c. Operational range diagrams.
    - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
  - 5. Submit Product Data before or concurrent with Samples and Shop Drawings, as applicable.
  - 6. Submit Product Data in the following format:
    - a. PDF electronic file.
- 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.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Identification of products.
    - b. Schedules.
    - c. Compliance with specified standards.
    - d. Notation of coordination requirements.
    - e. Notation of dimensions established by field measurement.
    - f. Relationship and attachment to adjoining construction clearly indicated.
    - g. Seal and signature of professional engineer if specified.
  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, but no larger than 30 by 42 inches.
  3. Submit Shop Drawings in the following format:
    - a. PDF electronic file.
- 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 applicable Specification Section.
    - e. Specification paragraph number and generic name of each item.
  3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
  4. 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.
  5. 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. Samples for "initial selection" shall be listed as a separate item in the submittal schedule.
    - b. Number of Samples: Unless specifically required otherwise in Specification Section, Submit one full set 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.
  6. 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 two sets of Samples. Architect will retain one Sample set; 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.
7. Electronic Transmittal: Provide PDF transmittal for all physical Samples. Include digital image file illustrating Sample characteristics, and identification information for record.
- E. Product Schedule: 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 indicated in the Contract Documents or assigned by Contractor if none is indicated.
    2. Manufacturer and product name, and model number if applicable.
    3. Number and name of room or space.
    4. Location within room or space.
    5. Submit product schedule in the following format:
      - a. PDF electronic file.
  - F. Coordination Drawing Submittals: Comply with requirements specified in Section 013100 "Project Management and Coordination."
  - G. Contractor's Construction Schedule: Comply with requirements specified in Section 013200 "Construction Progress Documentation."
  - H. Application for Payment and Schedule of Values: Comply with requirements specified in Section 012900 "Payment Procedures."
  - I. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 014000 "Quality Requirements."
  - J. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 017700 "Closeout Procedures."
  - K. Maintenance Data: Comply with requirements specified in Section 017823 "Operation and Maintenance Data."
  - L. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
  - M. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
  - N. Installer Certificates: Submit 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.
  - O. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
  - P. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
  - Q. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
  - R. Material Test Reports: Submit 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.
  - S. Product Test Reports: Submit written reports indicating that 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.

- T. Research Reports: Submit 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.
- U. Preconstruction Test Reports: Submit 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.
- V. Compatibility Test Reports: Submit 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.
- W. Field Test Reports: Submit written reports 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.
- X. Design Data: Prepare and submit 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.

## 2.2 DELEGATED-DESIGN SERVICES

- 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 Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF electronic file paper copies of certificate, 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. Action and Informational Submittals: 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. Project Closeout and Maintenance Material Submittals: See requirements in Section 017700 "Closeout Procedures."
- C. 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 the Contractor's approval stamp and will return them without action.
- B. Action Submittals: Contractor is responsible for conforming and correlating dimensions at job sites for tolerances, clearances, quantities, fabrication processes, coordination of the Work with multiple trades, and full compliance with the Contract Documents. The Architect will review submittals for general conformance with the Contract Documents. Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action, as follows:
  - 1. No Exception Taken: Signifies item represented in the submittal conforms with the design intent, complies with the intent of the Contract Documents and is acceptable for incorporation into the Work. Contractor is to proceed with fabrication or procurement and related work.
  - 2. Exceptions Noted: Signifies item represented in the submittal conforms with the design concept, complies with the intent of the Contract Documents and is recommended for incorporation into the Work in accordance with the Architect's and/or Consultant's notations. Contractor is to proceed with the work in accordance the Architect's and/or Consultant's notations marked on the returned submittal or letter of transmittal. Resubmittal is not required.
  - 3. Revised and Resubmit: Signifies item represented in the submittal appears to conform with the design concept and comply with the intent of the Contract Documents, but information is either insufficient or contains discrepancies which prevent the Architect and/or his Consultant from completing his review. Contractor is to resubmit revised information. Fabrication or procurement of the item and related work is not to proceed until the submittal is acceptable.
  - 4. Not Accepted: Signifies item represented in the submittal does not conform with the design concept or comply with the intent of the Contract Documents and is not recommended for incorporation into the Work. Contractor shall submit items responsive to the Contract Documents.
- 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 prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- E. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- F. Submittals not required by the Contract Documents may be returned by the Architect without action.

**END OF SECTION 013300**



## SECTION 014000 - QUALITY REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. 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.
  - 4. Specific test and inspection requirements are not specified in this Section.

#### 1.2 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/Field Samples: Full-size physical assemblies that are constructed on-site. Mockups/field samples are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups/Field Samples are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
  - 1. Integrated Exterior Mockups: Mockups of the exterior envelope erected separately from the building but on Project site, consisting of multiple products, assemblies, and subassemblies.
  - 2. Integrated Field Samples: Field samples of select portions exterior envelope or interior construction erected as part of the Work. Field samples may consist of multiple products, assemblies, and subassemblies.
- D. Preconstruction Testing: Tests and inspections performed specifically for 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 specified requirements.
- F. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., 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. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).

- J. Experienced: When used with an entity or individual, "experienced" means, unless otherwise specified in the individual specification section, having successfully completed a minimum of five (5) previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

### 1.3 CONFLICTING REQUIREMENTS

- A. Referenced Standards: 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 conflicting 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. Whenever Contract Documents reasonably infer materials or installation as necessary to produce the intended results, but do not fully detail or specify such materials, the Contractor shall provide the more expensive method or material, or greater quantity, unless he has obtained a written decision from the Architect.

### 1.4 INFORMATIONAL SUBMITTALS

- A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.

### 1.5 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. 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.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
  1. Name, address, and telephone number of technical representative making report.
  2. Statement on condition of substrates and their acceptability for installation of product.
  3. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  4. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  5. Statement whether conditions, products, and installation will affect warranty.
  6. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
  1. Name, address, and telephone number of factory-authorized service representative making report.
  2. Statement that equipment complies with requirements.



3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
4. Statement whether conditions, products, and installation will affect warranty.
5. Other required items indicated in individual Specification Sections.

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. 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.
- C. 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.
- D. 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.
- 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 in material, design, and extent to those indicated for this Project.
- F. Specialists: Certain Specification Sections 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.
1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- 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 329; 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. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. 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.
- J. 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. When testing is complete, remove test specimens, assemblies, and mockups; do not reuse products on Project. Accepted field samples used for testing may remain.
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.
- K. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
- 1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
  - 2. Notify Architect seven (7) days in advance of dates and times when mockups will be constructed.
  - 3. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed during the construction at Project.
  - 4. Demonstrate the proposed range of aesthetic effects and workmanship.
  - 5. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
    - a. Allow seven (7) days for initial review and each re-review of each mockup.
  - 6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
  - 7. Unless otherwise indicated in the Contract Documents, demolish and remove mockups when directed unless otherwise indicated.
- L. Integrated Field Samples Exterior Mockups: Construct field samples integrated interior and exterior mockup as indicated on Drawings. Coordinate installation of exterior envelope materials and products for which mockups are required in individual Specification Sections, along with supporting materials.

## 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. 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. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
- 1. 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.
  - 2. 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.
  - 3. Notify testing agencies at least 48 hours in advance of time when Work that requires testing or inspecting will be performed.
  - 4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  - 5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  - 6. 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 Section 013300 "Submittal Procedures."
- D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.

- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents as a component of Contractor's quality-control plan. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.
  - 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 testing agency or 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 reviews 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. Test and Inspection Log: 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 revisions 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 or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."
- 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 014200 - REFERENCES

### PART 1 - GENERAL

#### 1.1 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

#### 1.2 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
  - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

#### 1.3 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
  - 1. AABC - Associated Air Balance Council; [www.aabc.com](http://www.aabc.com).
  - 2. AAMA - American Architectural Manufacturers Association; [www.aamanet.org](http://www.aamanet.org).
  - 3. AAPFCO - Association of American Plant Food Control Officials; [www.aapfco.org](http://www.aapfco.org).
  - 4. AASHTO - American Association of State Highway and Transportation Officials; [www.transportation.org](http://www.transportation.org).
  - 5. AATCC - American Association of Textile Chemists and Colorists; [www.aatcc.org](http://www.aatcc.org).
  - 6. ABMA - American Bearing Manufacturers Association; [www.americanbearings.org](http://www.americanbearings.org).
  - 7. ABMA - American Boiler Manufacturers Association; [www.abma.com](http://www.abma.com).
  - 8. ACI - American Concrete Institute; (Formerly: ACI International); [www.concrete.org](http://www.concrete.org)
  - 9. ACPA - American Concrete Pipe Association; [www.concrete-pipe.org](http://www.concrete-pipe.org).
  - 10. AEIC - Association of Edison Illuminating Companies, Inc. (The); [www.aeic.org](http://www.aeic.org).

11. AF&PA - American Forest & Paper Association; [www.afandpa.org](http://www.afandpa.org).
12. AGA - American Gas Association; [www.aga.org](http://www.aga.org).
13. AHAM - Association of Home Appliance Manufacturers; [www.aham.org](http://www.aham.org).
14. AHRI - Air-Conditioning, Heating, and Refrigeration Institute (The); [www.ahrinet.org](http://www.ahrinet.org).
15. AI - Asphalt Institute; [www.asphaltinstitute.org](http://www.asphaltinstitute.org).
16. AIA - American Institute of Architects (The); [www.aia.org](http://www.aia.org).
17. AISC - American Institute of Steel Construction; [www.aisc.org](http://www.aisc.org).
18. AISI - American Iron and Steel Institute; [www.steel.org](http://www.steel.org).
19. AITC - American Institute of Timber Construction; [www.aitc-glulam.org](http://www.aitc-glulam.org).
20. AMCA - Air Movement and Control Association International, Inc.; [www.amca.org](http://www.amca.org).
21. ANSI - American National Standards Institute; [www.ansi.org](http://www.ansi.org).
22. AOSA - Association of Official Seed Analysts, Inc.; [www.aosaseed.com](http://www.aosaseed.com).
23. APA - APA - The Engineered Wood Association; [www.apawood.org](http://www.apawood.org).
24. APA - Architectural Precast Association; [www.archprecast.org](http://www.archprecast.org).
25. API - American Petroleum Institute; [www.api.org](http://www.api.org).
26. ARI - Air-Conditioning & Refrigeration Institute; (See AHRI).
27. ARI - American Refrigeration Institute; (See AHRI).
28. ARMA - Asphalt Roofing Manufacturers Association; [www.asphaltroofing.org](http://www.asphaltroofing.org).
29. ASCE - American Society of Civil Engineers; [www.asce.org](http://www.asce.org).
30. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
31. ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers; [www.ashrae.org](http://www.ashrae.org).
32. ASME - ASME International; (American Society of Mechanical Engineers); [www.asme.org](http://www.asme.org).
33. ASSE - American Society of Safety Engineers (The); [www.asse.org](http://www.asse.org).
34. ASSE - American Society of Sanitary Engineering; [www.asse-plumbing.org](http://www.asse-plumbing.org).
35. ASTM - ASTM International; [www.astm.org](http://www.astm.org).
36. ATIS - Alliance for Telecommunications Industry Solutions; [www.atis.org](http://www.atis.org).
37. AWEA - American Wind Energy Association; [www.awea.org](http://www.awea.org).
38. AWI - Architectural Woodwork Institute; [www.awinet.org](http://www.awinet.org).
39. AWMAC - Architectural Woodwork Manufacturers Association of Canada; [www.awmac.com](http://www.awmac.com).
40. AWPA - American Wood Protection Association; [www.awpa.com](http://www.awpa.com).
41. AWS - American Welding Society; [www.aws.org](http://www.aws.org).
42. AWWA - American Water Works Association; [www.awwa.org](http://www.awwa.org).
43. BHMA - Builders Hardware Manufacturers Association; [www.buildershardware.com](http://www.buildershardware.com).
44. BIA - Brick Industry Association (The); [www.gobrick.com](http://www.gobrick.com).
45. BICSI - BICSI, Inc.; [www.bicsi.org](http://www.bicsi.org).
46. BIFMA - BIFMA International; (Business and Institutional Furniture Manufacturer's Association); [www.bifma.org](http://www.bifma.org).
47. BISSC - Baking Industry Sanitation Standards Committee; [www.bissc.org](http://www.bissc.org).
48. BWF - Badminton World Federation; (Formerly: International Badminton Federation); [www.bissc.org](http://www.bissc.org).
49. CDA - Copper Development Association; [www.copper.org](http://www.copper.org).
50. CE - Conformance Europeenne; <http://ec.europa.eu/growth/single-market/ce-marking/>
51. CEA - Canadian Electricity Association; [www.electricity.ca](http://www.electricity.ca).
52. CEA - Consumer Electronics Association; [www.ce.org](http://www.ce.org).
53. CFFA - Chemical Fabrics and Film Association, Inc.; [www.chemicalfabricsandfilm.com](http://www.chemicalfabricsandfilm.com).
54. CFSEI - Cold-Formed Steel Engineers Institute; [www.cfsei.org](http://www.cfsei.org).
55. CGA - Compressed Gas Association; [www.cganet.com](http://www.cganet.com).
56. CIMA - Cellulose Insulation Manufacturers Association; [www.cellulose.org](http://www.cellulose.org).
57. CISCA - Ceilings & Interior Systems Construction Association; [www.cisca.org](http://www.cisca.org).
58. CISPI - Cast Iron Soil Pipe Institute; [www.cispi.org](http://www.cispi.org).
59. CLFMI - Chain Link Fence Manufacturers Institute; [www.chainlinkinfo.org](http://www.chainlinkinfo.org).
60. CPA - Composite Panel Association; [www.pbmdf.com](http://www.pbmdf.com).
61. CRI - Carpet and Rug Institute (The); [www.carpet-rug.org](http://www.carpet-rug.org).
62. CRRC - Cool Roof Rating Council; [www.coolroofs.org](http://www.coolroofs.org).
63. CRSI - Concrete Reinforcing Steel Institute; [www.crsi.org](http://www.crsi.org).
64. CSA - Canadian Standards Association; [www.csa.ca](http://www.csa.ca).
65. CSA - CSA International; (Formerly: IAS - International Approval Services); [www.csa-international.org](http://www.csa-international.org).
66. CSI - Construction Specifications Institute (The); [www.csinet.org](http://www.csinet.org).
67. CSSB - Cedar Shake & Shingle Bureau; [www.cedarbureau.org](http://www.cedarbureau.org).
68. CTI - Cooling Technology Institute; (Formerly: Cooling Tower Institute); [www.cti.org](http://www.cti.org).
69. CWC - Composite Wood Council; (See CPA).
70. DASMA - Door and Access Systems Manufacturers Association; [www.dasma.com](http://www.dasma.com).
71. DHI - Door and Hardware Institute; [www.dhi.org](http://www.dhi.org).
72. ECA - Electronic Components Association; (See ECIA).

73. ECAMA - Electronic Components Assemblies & Materials Association; (See ECIA).
74. ECIA - Electronic Components Industry Association; [www.eciaonline.org](http://www.eciaonline.org).
75. EIA - Electronic Industries Alliance; (See TIA).
76. EIMA - EIFS Industry Members Association; [www.eima.com](http://www.eima.com).
77. EJMA - Expansion Joint Manufacturers Association, Inc.; [www.ejma.org](http://www.ejma.org).
78. ESD - ESD Association; (Electrostatic Discharge Association); [www.esda.org](http://www.esda.org).
79. ESTA - Entertainment Services and Technology Association; (See PLASA).
80. ETL - Intertek (See Intertek); [www.intertek.com](http://www.intertek.com).
81. EVO - Efficiency Valuation Organization; [www.evo-world.org](http://www.evo-world.org).
82. FCI - Fluid Controls Institute; [www.fluidcontrolsinstitute.org](http://www.fluidcontrolsinstitute.org).
83. FIBA - Federation Internationale de Basketball; (The International Basketball Federation); [www.fiba.com](http://www.fiba.com).
84. FIVB - Federation Internationale de Volleyball; (The International Volleyball Federation); [www.fivb.org](http://www.fivb.org).
85. FM Approvals - FM Approvals LLC; [www.fmglobal.com](http://www.fmglobal.com).
86. FM Global - FM Global; (Formerly: FMG - FM Global); [www.fmglobal.com](http://www.fmglobal.com).
87. FRSA - Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.; [www.floridarroof.com](http://www.floridarroof.com).
88. FSA - Fluid Sealing Association; [www.fluidsealing.com](http://www.fluidsealing.com).
89. FSC - Forest Stewardship Council U.S.; [www.fscus.org](http://www.fscus.org).
90. GA - Gypsum Association; [www.gypsum.org](http://www.gypsum.org).
91. GANA - Glass Association of North America; [www.glasswebsite.com](http://www.glasswebsite.com).
92. GS - Green Seal; [www.greenseal.org](http://www.greenseal.org).
93. HI - Hydraulic Institute; [www.pumps.org](http://www.pumps.org).
94. HI/GAMA - Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
95. HMMA - Hollow Metal Manufacturers Association; (See NAAMM).
96. HPVA - Hardwood Plywood & Veneer Association; [www.hpva.org](http://www.hpva.org).
97. HPW - H. P. White Laboratory, Inc.; [www.hpwhite.com](http://www.hpwhite.com).
98. IAPSC - International Association of Professional Security Consultants; [www.iapsc.org](http://www.iapsc.org).
99. IAS - International Accreditation Service; [www.iasonline.org](http://www.iasonline.org).
100. IAS - International Approval Services; (See CSA).
101. ICBO - International Conference of Building Officials; (See ICC).
102. ICC - International Code Council; [www.iccsafe.org](http://www.iccsafe.org).
103. ICEA - Insulated Cable Engineers Association, Inc.; [www.icea.net](http://www.icea.net).
104. ICPA - International Cast Polymer Alliance; [www.icpa-hq.org](http://www.icpa-hq.org).
105. ICRI - International Concrete Repair Institute, Inc.; [www.icri.org](http://www.icri.org).
106. IEC - International Electrotechnical Commission; [www.iec.ch](http://www.iec.ch).
107. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); [www.ieee.org](http://www.ieee.org).
108. IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); [www.ies.org](http://www.ies.org).
109. IESNA - Illuminating Engineering Society of North America; (See IES).
110. IEST - Institute of Environmental Sciences and Technology; [www.iest.org](http://www.iest.org).
111. IGMA - Insulating Glass Manufacturers Alliance; [www.igmaonline.org](http://www.igmaonline.org).
112. IGSHPA - International Ground Source Heat Pump Association; [www.igshpa.okstate.edu](http://www.igshpa.okstate.edu).
113. ILI - Indiana Limestone Institute of America, Inc.; [www.iliai.com](http://www.iliai.com).
114. Intertek - Intertek Group; (Formerly: ETL SEMCO; Intertek Testing Service NA); [www.intertek.com](http://www.intertek.com).
115. ISA - International Society of Automation (The); (Formerly: Instrumentation, Systems, and Automation Society); [www.isa.org](http://www.isa.org).
116. ISAS - Instrumentation, Systems, and Automation Society (The); (See ISA).
117. ISFA - International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); [www.isfanow.org](http://www.isfanow.org).
118. ISO - International Organization for Standardization; [www.iso.org](http://www.iso.org).
119. ISSFA - International Solid Surface Fabricators Association; (See ISFA).
120. ITU - International Telecommunication Union; [www.itu.int/home](http://www.itu.int/home).
121. KCMA - Kitchen Cabinet Manufacturers Association; [www.kcma.org](http://www.kcma.org).
122. LMA - Laminating Materials Association; (See CPA).
123. LPI - Lightning Protection Institute; [www.lightning.org](http://www.lightning.org).
124. MBMA - Metal Building Manufacturers Association; [www.mbma.com](http://www.mbma.com).
125. MCA - Metal Construction Association; [www.metalconstruction.org](http://www.metalconstruction.org).
126. MFMA - Maple Flooring Manufacturers Association, Inc.; [www.maplefloor.org](http://www.maplefloor.org).
127. MFMA - Metal Framing Manufacturers Association, Inc.; [www.metalframingmfg.org](http://www.metalframingmfg.org).
128. MHIA - Material Handling Industry of America; [www.mhia.org](http://www.mhia.org).
129. MIA - Marble Institute of America; [www.marble-institute.com](http://www.marble-institute.com).
130. MMPA - Moulding & Millwork Producers Association; [www.wmmpa.com](http://www.wmmpa.com).
131. MPI - Master Painters Institute; [www.paintinfo.com](http://www.paintinfo.com).
132. MSS - Manufacturers Standardization Society of The Valve and Fittings Industry Inc.; [www.mss-hq.org](http://www.mss-hq.org).

133. NAAMM - National Association of Architectural Metal Manufacturers; [www.naamm.org](http://www.naamm.org).
134. NACE - NACE International; (National Association of Corrosion Engineers International); [www.nace.org](http://www.nace.org).
135. NADCA - National Air Duct Cleaners Association; [www.nadca.com](http://www.nadca.com).
136. NAIMA - North American Insulation Manufacturers Association; [www.naima.org](http://www.naima.org).
137. NBGQA - National Building Granite Quarries Association, Inc.; [www.nbgqa.com](http://www.nbgqa.com).
138. NBI - New Buildings Institute; [www.newbuildings.org](http://www.newbuildings.org).
139. NCAA - National Collegiate Athletic Association (The); [www.ncaa.org](http://www.ncaa.org).
140. NCMA - National Concrete Masonry Association; [www.ncma.org](http://www.ncma.org).
141. NEBB - National Environmental Balancing Bureau; [www.nebb.org](http://www.nebb.org).
142. NECA - National Electrical Contractors Association; [www.necanet.org](http://www.necanet.org).
143. NeLMA - Northeastern Lumber Manufacturers Association; [www.nelma.org](http://www.nelma.org).
144. NEMA - National Electrical Manufacturers Association; [www.nema.org](http://www.nema.org).
145. NETA - InterNational Electrical Testing Association; [www.netaworld.org](http://www.netaworld.org).
146. NFHS - National Federation of State High School Associations; [www.nfhs.org](http://www.nfhs.org).
147. NFPA - National Fire Protection Association; [www.nfpa.org](http://www.nfpa.org).
148. NFPA - NFPA International; (See NFPA).
149. NFRC - National Fenestration Rating Council; [www.nfrc.org](http://www.nfrc.org).
150. NHLA - National Hardwood Lumber Association; [www.nhla.com](http://www.nhla.com).
151. NLGA - National Lumber Grades Authority; [www.nlga.org](http://www.nlga.org).
152. NOFMA - National Oak Flooring Manufacturers Association; (See NWFA).
153. NOMMA - National Ornamental & Miscellaneous Metals Association; [www.nomma.org](http://www.nomma.org).
154. NRCA - National Roofing Contractors Association; [www.nrca.net](http://www.nrca.net).
155. NRMCA - National Ready Mixed Concrete Association; [www.nrmca.org](http://www.nrmca.org).
156. NSF - NSF International; [www.nsf.org](http://www.nsf.org).
157. NSPE - National Society of Professional Engineers; [www.nspe.org](http://www.nspe.org).
158. NSSGA - National Stone, Sand & Gravel Association; [www.nssga.org](http://www.nssga.org).
159. NTMA - National Terrazzo & Mosaic Association, Inc. (The); [www.ntma.com](http://www.ntma.com).
160. NWFA - National Wood Flooring Association; [www.nwfa.org](http://www.nwfa.org).
161. PCI - Precast/Prestressed Concrete Institute; [www.pci.org](http://www.pci.org).
162. PDI - Plumbing & Drainage Institute; [www.pdionline.org](http://www.pdionline.org).
163. PLASA - PLASA; (Formerly: ESTA - Entertainment Services and Technology Association); <http://www.plasa.org>.
164. RCSC - Research Council on Structural Connections; [www.boltcouncil.org](http://www.boltcouncil.org).
165. RFCI - Resilient Floor Covering Institute; [www.rfci.com](http://www.rfci.com).
166. RIS - Redwood Inspection Service; [www.redwoodinspection.com](http://www.redwoodinspection.com).
167. SAE - SAE International; [www.sae.org](http://www.sae.org).
168. SCTE - Society of Cable Telecommunications Engineers; [www.scte.org](http://www.scte.org).
169. SDI - Steel Deck Institute; [www.sdi.org](http://www.sdi.org).
170. SDI - Steel Door Institute; [www.steeldoor.org](http://www.steeldoor.org).
171. SEFA - Scientific Equipment and Furniture Association (The); [www.sefalabs.com](http://www.sefalabs.com).
172. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
173. SIA - Security Industry Association; [www.siaonline.org](http://www.siaonline.org).
174. SJI - Steel Joist Institute; [www.steeljoist.org](http://www.steeljoist.org).
175. SMA - Screen Manufacturers Association; [www.smainfo.org](http://www.smainfo.org).
176. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association; [www.smacna.org](http://www.smacna.org).
177. SMPTE - Society of Motion Picture and Television Engineers; [www.smpte.org](http://www.smpte.org).
178. SPFA - Spray Polyurethane Foam Alliance; [www.sprayfoam.org](http://www.sprayfoam.org).
179. SPIB - Southern Pine Inspection Bureau; [www.spib.org](http://www.spib.org).
180. SPRI - Single Ply Roofing Industry; [www.spri.org](http://www.spri.org).
181. SRCC - Solar Rating & Certification Corporation; [www.solar-rating.org](http://www.solar-rating.org).
182. SSINA - Specialty Steel Industry of North America; [www.ssina.com](http://www.ssina.com).
183. SSPC - SSPC: The Society for Protective Coatings; [www.sspc.org](http://www.sspc.org).
184. STI - Steel Tank Institute; [www.steeltank.com](http://www.steeltank.com).
185. SWI - Steel Window Institute; [www.steelwindows.com](http://www.steelwindows.com).
186. SWPA - Submersible Wastewater Pump Association; [www.swpa.org](http://www.swpa.org).
187. TCA - Tilt-Up Concrete Association; [www.tilt-up.org](http://www.tilt-up.org).
188. TCNA - Tile Council of North America, Inc.; [www.tileusa.com](http://www.tileusa.com).
189. TEMA - Tubular Exchanger Manufacturers Association, Inc.; [www.tema.org](http://www.tema.org).
190. TIA - Telecommunications Industry Association (The); (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance); [www.tiaonline.org](http://www.tiaonline.org).
191. TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance; (See TIA).
192. TMS - The Masonry Society; [www.masonrysociety.org](http://www.masonrysociety.org).
193. TPI - Truss Plate Institute; [www.tpinst.org](http://www.tpinst.org).



194. TPI - Turfgrass Producers International; [www.turfgrassod.org](http://www.turfgrassod.org).
  195. TRI - Tile Roofing Institute; [www.tilerroofing.org](http://www.tilerroofing.org).
  196. UL - Underwriters Laboratories Inc.; <http://www.ul.com>.
  197. UNI - Uni-Bell PVC Pipe Association; [www.uni-bell.org](http://www.uni-bell.org).
  198. USAV - USA Volleyball; [www.usavolleyball.org](http://www.usavolleyball.org).
  199. USGBC - U.S. Green Building Council; [www.usgbc.org](http://www.usgbc.org).
  200. USITT - United States Institute for Theatre Technology, Inc.; [www.usitt.org](http://www.usitt.org).
  201. WASTEC - Waste Equipment Technology Association; [www.wastec.org](http://www.wastec.org).
  202. WCLIB - West Coast Lumber Inspection Bureau; [www.wclib.org](http://www.wclib.org).
  203. WCMA - Window Covering Manufacturers Association; [www.wcmanet.org](http://www.wcmanet.org).
  204. WDMA - Window & Door Manufacturers Association; [www.wdma.com](http://www.wdma.com).
  205. WI - Woodwork Institute; [www.wicnet.org](http://www.wicnet.org).
  206. WSRCA - Western States Roofing Contractors Association; [www.wsrca.com](http://www.wsrca.com).
  207. WWPA - Western Wood Products Association; [www.wwpa.org](http://www.wwpa.org).
- B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.
1. DIN - Deutsches Institut für Normung e.V.; [www.din.de](http://www.din.de).
  2. IAPMO - International Association of Plumbing and Mechanical Officials; [www.iapmo.org](http://www.iapmo.org).
  3. ICC - International Code Council; [www.iccsafe.org](http://www.iccsafe.org).
  4. ICC-ES - ICC Evaluation Service, LLC; [www.icc-es.org](http://www.icc-es.org).
- C. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up to date as of the date of the Contract Documents.
1. COE - Army Corps of Engineers; [www.usace.army.mil](http://www.usace.army.mil).
  2. CPSC - Consumer Product Safety Commission; [www.cpsc.gov](http://www.cpsc.gov).
  3. DOC - Department of Commerce; National Institute of Standards and Technology; [www.nist.gov](http://www.nist.gov).
  4. DOD - Department of Defense; [www.quicksearch.dla.mil](http://www.quicksearch.dla.mil).
  5. DOE - Department of Energy; [www.energy.gov](http://www.energy.gov).
  6. EPA - Environmental Protection Agency; [www.epa.gov](http://www.epa.gov).
  7. FAA - Federal Aviation Administration; [www.faa.gov](http://www.faa.gov).
  8. FG - Federal Government Publications; [www.gpo.gov/fdsys](http://www.gpo.gov/fdsys).
  9. GSA - General Services Administration; [www.gsa.gov](http://www.gsa.gov).
  10. HUD - Department of Housing and Urban Development; [www.hud.gov](http://www.hud.gov).
  11. LBL - Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; [www.eetd.lbl.gov](http://www.eetd.lbl.gov).
  12. OSHA - Occupational Safety & Health Administration; [www.osha.gov](http://www.osha.gov).
  13. SD - Department of State; [www.state.gov](http://www.state.gov).
  14. TRB - Transportation Research Board; National Cooperative Highway Research Program; The National Academies; [www.trb.org](http://www.trb.org).
  15. USDA - Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; [www.ars.usda.gov](http://www.ars.usda.gov).
  16. USDA - Department of Agriculture; Rural Utilities Service; [www.usda.gov](http://www.usda.gov).
  17. USDOJ - Department of Justice; Office of Justice Programs; National Institute of Justice; [www.ojp.usdoj.gov](http://www.ojp.usdoj.gov).
  18. USP - U.S. Pharmacopeial Convention; [www.usp.org](http://www.usp.org).
  19. USPS - United States Postal Service; [www.usps.com](http://www.usps.com).
- D. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
1. CFR - Code of Federal Regulations; Available from Government Printing Office; [www.gpo.gov/fdsys](http://www.gpo.gov/fdsys).
  2. DOD - Department of Defense; Military Specifications and Standards; Available from DLA Document Services; [www.quicksearch.dla.mil](http://www.quicksearch.dla.mil).
  3. DSCC - Defense Supply Center Columbus; (See FS).
  4. FED-STD - Federal Standard; (See FS).
  5. FS - Federal Specification; Available from DLA Document Services; [www.quicksearch.dla.mil](http://www.quicksearch.dla.mil).
    - a. Available from Defense Standardization Program; [www.dsp.dla.mil](http://www.dsp.dla.mil).
    - b. Available from General Services Administration; [www.gsa.gov](http://www.gsa.gov).
    - c. Available from National Institute of Building Sciences/Whole Building Design Guide; [www.wbdg.org/ccb](http://www.wbdg.org/ccb).

6. MILSPEC - Military Specification and Standards; (See DOD).
  7. USAB - United States Access Board; [www.access-board.gov](http://www.access-board.gov).
  8. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).
- E. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
1. CBHF; State of California; Department of Consumer Affairs; Bureau of Electronic and Appliance Repair, Home Furnishings and Thermal Insulation; [www.bearhfti.ca.gov](http://www.bearhfti.ca.gov).
  2. CCR; California Code of Regulations; Office of Administrative Law; California Title 24 Energy Code; [www.calregs.com](http://www.calregs.com).
  3. CDHS; California Department of Health Services; (See CDPH).
  4. CDPH; California Department of Public Health; Indoor Air Quality Program; [www.cal-iaq.org](http://www.cal-iaq.org).
  5. CPUC; California Public Utilities Commission; [www.cpuc.ca.gov](http://www.cpuc.ca.gov).
  6. SCAQMD; South Coast Air Quality Management District; [www.agmd.gov](http://www.agmd.gov).
  7. TFS; Texas A&M Forest Service; Sustainable Forestry and Economic Development; [www.txforestservation.tamu.edu](http://www.txforestservation.tamu.edu).

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 014200**

## SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
  - 1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

#### 1.2 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Architect, testing agencies, and authorities having jurisdiction.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Site Plan: Submit plan showing locations for temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
- B. Erosion- and Sedimentation-Control Plan: Submit plan showing compliance with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
- C. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.

#### 1.4 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- C. Accessible Temporary Egress: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1.

#### 1.5 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Portable Chain-Link Fencing: Minimum 2-inch, 0.148-inch-thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet high with galvanized-steel pipe posts; minimum 2-3/8-inch-OD line posts and 2-7/8-inch-OD corner and pull posts, with 1-5/8-inch-OD top and bottom rails. Provide galvanized-steel bases for supporting posts.
- B. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10-mil minimum thickness, with flame-spread rating of 15 or less per ASTM E 84 and passing NFPA 701 Test Method 2.

#### 2.2 TEMPORARY FACILITIES

- A. Field Offices, General: A field office is not required, but may be provided at Contractor's option.

- B. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
  - 1. Store combustible materials apart from building.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

### 3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
  - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Water Service: Where existing water service is not available, install water service and distribution piping in sizes and pressures adequate for construction.
- C. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- D. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.
  - 1. Prior to commencing work, isolate the HVAC system in area where work is to be performed according to coordination drawings.
    - a. Disconnect supply and return ductwork in work area from HVAC systems servicing occupied areas.
    - b. Maintain negative air pressure within work area using HEPA-equipped air-filtration units, starting with commencement of temporary partition construction, and continuing until removal of temporary partitions is complete.
  - 2. Maintain dust partitions during the Work. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust-containment devices.
  - 3. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.
- E. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
  - 1. Connect temporary service to Owner's existing power source, as directed by Owner.
- F. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
  - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
- G. Telephone Service: Superintendent shall be available via cellular telephone from the hours of 7:00 a.m. to 5:00 p.m.

### 3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
  - 1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
  - 2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

- B. Traffic Controls: Comply with requirements of authorities having jurisdiction.
  1. Protect existing site improvements to remain including curbs, pavement, and utilities.
  2. Maintain access for fire-fighting equipment and access to fire hydrants.
- C. Parking: Coordinate parking areas for construction personnel.
- D. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
  1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
  2. Remove snow and ice as required to minimize accumulations.
- E. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 017300 "Execution."
- F. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
  1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- G. Temporary Use of Permanent Stairs: Use of new stairs for construction traffic will be permitted, provided stairs are protected and finishes restored to new condition at time of Substantial Completion.

### 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
  1. Comply with work restrictions specified in Section 011000 "Summary."
- C. Temporary Erosion and Sedimentation Control: Comply with requirements of current EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent and requirements set forth in approved Storm Water Pollution Prevention Plan (SWPPP).
- A. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
  1. Refer to approved Storm Water Pollution Prevention Plan (SWPPP).
- B. Tree and Plant Protection: Where identified and directed by Owner, install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- C. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.
- D. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- E. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.
- ~~F.~~ Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary enclosures to minimize spread of demolition/construction dust into existing facilities.

- G. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.
  - 1. Prohibit smoking in construction areas.
  - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
  - 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
  - 4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

### 3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
  - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
  - 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
  - 2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
  - 3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

**END OF SECTION 015000**

## SECTION 016000 - PRODUCT REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 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 Requirements:
  - 1. Section 012200 "Unit Prices" for products selected under a unit price.
  - 2. Section 012300 "Alternates" for products selected under an alternate.
  - 3. Section 012500 "Substitution Procedures" for requests for substitutions.
  - 4. Section 014200 "References" for applicable industry standards for products specified.

#### 1.2 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 accepted 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.

#### 1.3 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. Architects Action: For comparable products submitted for "Cause", 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 fifteen (15) days of receipt of request, or seven (7) days of receipt of additional information or documentation, whichever is later. For comparable products submitted for "Contractor's Convenience", Contractor must submit all information necessary to make a direct comparison to specified product for Architect's review, no additional information may be submitted.
    - a. Form of Approval: As specified in Section 012500 "Substitution 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 Section 013300 "Submittal Procedures." Show compliance with requirements.

#### 1.4 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. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.

2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

## 1.5 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. Protect 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.

## 1.6 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. See other Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Section 017700 "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.

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 prior to bidding only.
  - 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 prior to bidding only.
  - 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 Section 012500 "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.
5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

**END OF SECTION 016000**



## SECTION 017300 - EXECUTION

### PART 1 - GENERAL

#### 1.1 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. Progress cleaning.
  - 6. Protection of installed construction.
  - 7. Correction of the Work.
- B. Related Requirements:
  - 1. Section 011000 "Summary" for limits on use of Project site.
  - 2. Section 013300 "Submittal Procedures" for submitting surveys.
  - 3. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

#### 1.2 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.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Certificates: Contractor shall certify that location and elevation of improvements comply with requirements.
- B. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

#### 1.4 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
  - 1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.
  - 2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operational elements include the following:
    - a. Primary operational systems and equipment.
    - b. Fire separation assemblies.
    - c. Air or smoke barriers.
    - d. Fire-suppression systems.
    - e. Mechanical systems piping and ducts.
    - f. Control systems.
    - g. Communication systems.
    - h. Fire-detection and -alarm systems.
    - i. Electrical wiring systems.
    - j. Operating systems of special construction.
  - 3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:
    - a. Water, moisture, or vapor barriers.

- b. Membranes and flashings.
  - c. Equipment supports.
  - d. Piping, ductwork, vessels, and equipment.
  - e. Noise- and vibration-control elements and systems.
4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

## 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 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, mechanical and electrical systems, 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. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
  2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
  3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
1. Description of the Work.
  2. List of detrimental conditions, including substrates.
  3. List of unacceptable installation tolerances.
  4. Recommended corrections.
- D. 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 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 Contractor, submit a request for information to Architect according to requirements in Section 013100 "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 or professional engineer 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 limits on use of Project site.
  3. Establish lines and levels of construction and elsewhere as needed to locate work for the Project.
  4. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
  5. Inform installers of lines and levels to which they must comply.
  6. Check the location, level and plumb, of every major element as the Work progresses.
  7. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
  8. 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.
- E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

### 3.4 FIELD ENGINEERING

- A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
  1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect before proceeding.
  2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- B. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
  1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
  2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
  3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.

### 3.5 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 96 inches in occupied spaces and 90 inches in unoccupied 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. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- G. 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.
- H. 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.
  - 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.
- I. 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.
- J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

### 3.6 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. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

- E. 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 and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  - 4. Excavating and Backfilling: Comply with requirements in applicable 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.
  
- F. 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.
  - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
  - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
    - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    - b. Restore damaged pipe covering to its original condition.
    - c. Patch and repair concrete slab/deck surfaces as directed by Architect/Engineer. Provide an even surface of uniform finish, texture, and appearance.
  - 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
  - 4. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
  
- G. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

### 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.
  - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
    - a. Use containers intended for holding waste materials of type to be stored.
  - 4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
  
- 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 Section 015000 "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 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.

**END OF SECTION 017300**



## SECTION 017700 - CLOSEOUT PROCEDURES

### PART 1 - GENERAL

#### 1.1 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.
  - 5. Repair of the Work.
- B. Related Requirements:
  - 1. Section 017300 "Execution" for progress cleaning of Project site.
  - 2. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.
  - 3. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

#### 1.2 ACTION SUBMITTALS

- A. Product Data: For cleaning agents.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

#### 1.3 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.
- C. Field Report: For pest control inspection.

#### 1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

#### 1.5 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
  - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
  - 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  - 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number where applicable.
    - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Architect's signature for receipt of submittals.

5. Submit test records.
  6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Advise Owner of pending insurance changeover requirements.
  2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
  3. Perform preventive maintenance on equipment used prior to Substantial Completion.
  4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 017900 "Demonstration and Training."
  5. Advise Owner of changeover in utilities.
  6. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
  7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  8. Complete final cleaning requirements.
  9. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. 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.

#### 1.6 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
1. Submit a final Application for Payment according to Section 012900 "Payment Procedures."
  2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  4. Submit pest-control final inspection report.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. 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.

#### 1.7 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 and area 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. Architect will return annotated file.

## 1.8 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: 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, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
  - 1. General: Provide one (1) electronic copy and one (1) paper copy of warranties.
  - 2. 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 paper.
  - 3. 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.
  - 4. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
  - 5. Warranty Electronic File: 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 bookmarked table of contents at beginning of document.
- D. 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.

## 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 designated 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. Sweep concrete slabs and elevated decks broom clean.
    - d. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    - e. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - f. Remove snow and ice to provide safe access to building.
    - g. Clean exposed 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.
    - h. Remove debris and surface dust.
    - i. Clean transparent materials, including exterior glass in doors and windows.

- j. Remove labels that are not permanent.
- k. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
- l. Leave Project clean and ready for occupancy.

C. Construction Waste Disposal: Comply with waste disposal requirements in Section 015000.

### 3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.
  - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

**END OF SECTION 017700**

## SECTION 017823 - OPERATION AND MAINTENANCE DATA

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
  - 1. Product maintenance manuals.
- B. Related Requirements:
  - 1. Section 013300 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.

#### 1.2 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.

#### 1.3 CLOSEOUT SUBMITTALS

- A. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
  - 1. Architect will comment on whether content of operations and maintenance submittals are acceptable.
  - 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operations and maintenance manuals in the following formatS:
  - 1. Submit one (1) PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to Architect.
    - a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
    - b. Enable inserted reviewer comments on draft submittals.
  - 2. Submit one (1) paper copies. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves. Architect will transmit to Owner upon acceptance.
- C. Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least fifteen (15) days before commencing demonstration and training. Architect will return copy with comments.
  - 1. Correct or revise each manual to comply with Architect's comments. Submit copies of each corrected manual within fifteen (15) days of receipt of Architect's comments and prior to commencing demonstration and training.

### PART 2 - PRODUCTS

#### 2.1 REQUIREMENTS FOR MAINTENANCE MANUALS

- A. General: Submit one (1) paper copy and one (1) copy in pdf electronic file format.
- B. 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.
- C. Title Page: 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 and contact information for Contractor.
  6. Name and contact information for Architect/Engineer.
  7. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
  8. Cross-reference to related systems in other operation and maintenance manuals.
- D. 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.
- E. 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.
- F. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
  2. File Names and Bookmarks: Enable bookmarking of individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.
- G. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.
1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch 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, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.
  2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. 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. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
  4. Supplementary Text: Prepared on 8-1/2-by-11-inch white bond paper.
  5. 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.

## 2.2 PRODUCT MAINTENANCE MANUALS

- 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 and drawing or schedule designation or identifier where applicable.
- 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.

### PART 3 - EXECUTION

#### 3.1 MANUAL PREPARATION

- A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- B. 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.
- C. 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 Section 017839 "Project Record Documents."
- D. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

### END OF SECTION 017823





## SECTION 017839 - PROJECT RECORD DOCUMENTS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
  - 1. Record Drawings.
- B. Related Requirements:
  - 1. Section 017700 "Closeout Procedures" for general closeout procedures.
  - 2. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

#### 1.2 CLOSEOUT SUBMITTALS

- A. General: Final Payment will not be made until Project Record Documents are submitted to, reviewed by and are acceptable to the Architect.
- B. Record Drawings: Comply with the following:
  - 1. Number of Copies: Submit copies of record Drawings as follows:
    - a. Final Submittal:
      - 1) Submit PDF electronic files of scanned record prints and one (1) paper copy set of marked-up record prints. Architect will retain one (1) paper copy.
      - 2) Print each drawing, whether or not changes and additional information were recorded.

### PART 2 - PRODUCTS

#### 2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one (1) set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
  - 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 provide information for preparation of corresponding 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 acceptable drawing technique.
    - c. Record data as soon as possible after obtaining it.
    - d. 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. Changes made by Change Order or Construction Change Directive.
    - h. Changes made following Architect's written orders.
    - i. Details not on the original Contract Drawings.
    - j. Field records for variable and concealed conditions.
    - k. Record information on the Work that is shown only schematically.
  - 3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
  - 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. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

- B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
  - 1. Format: Annotated PDF electronic file with comment function enabled.
  - 2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
  - 3. Refer instances of uncertainty to Architect for resolution.
  - 4. Architect will furnish Contractor one set of digital data files of the Contract Drawings for use in recording information.
    - a. See Section 013300 "Submittal Procedures" for requirements related to use of Architect's digital data files.
    - b. Architect will provide data file layer information. Record markups in separate layers.
  
- C. 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. Format: Annotated PDF electronic file with comment function enabled.
  - 3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
  - 4. Identification: As follows:
    - a. Project name.
    - b. Date.
    - c. Designation "PROJECT RECORD DRAWINGS."
    - d. Name of Architect.
    - e. Name of Contractor.

## 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 revisions to project record documents as they occur; do not wait until 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 024119 - SELECTIVE DEMOLITION

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Demolition and removal of selected portions of building, structures and site elements as indicated, and as required to accommodate new construction and repairs.
  - 2. Subcontracting with roofing contractor for partial removal and repair of existing roofing system impacted by selective demolition work.

#### 1.2 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
  - 1. Owner will retain "first right of refusal" for all demolished items.

#### 1.3 PREINSTALLATION MEETINGS

- A. Predemolition Conference: Conduct conference at Project site.
  - 1. Roofing repair Contractor shall be in attendance.
  - 2. Inspect and discuss condition of construction to be selectively demolished.
  - 3. Review structural load limitations of existing structure.
  - 4. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
  - 5. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
  - 6. Review areas where existing construction, plumbing systems and electrical systems are to remain and requires protection.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for dust control and, for noise control. Indicate proposed locations and construction of barriers.
- B. Schedule of Selective Demolition Activities: Indicate the following:
  - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are not uninterrupted.
  - 2. Interruption of utility services. Indicate how long utility services will be interrupted.
  - 3. Coordination for shutoff, capping, and continuation of utility services.
  - 4. Coordination of Owner's continuing occupancy of portions of existing building to ensure uninterrupted progress of Owner's on-site operations.
- C. Predemolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by demolition operations. Submit before Work begins. Refer to Section 013233 "Photographic Documentation" for additional requirements.
- D. Warranties: Documentation indicating that existing warranties are still in effect after completion of selective demolition.

#### 1.5 QUALITY ASSURANCE

- A. Roofing Repair Subcontractor: An entity approved or certified by Tremco Roofing, with not less than 7 years successful experience in repair of roofing systems similar to that required for the project.
  - 1. Roofing Representative Contact: Mike Cutler with Tremco Roofing for a list of acceptable roofing contractors. Telephone for Mr. Cutler is 913-451-0434.

## 1.6 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Engineer of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
  - 1. Maintain fire-protection facilities in service during selective demolition operations.

## 1.7 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties. Notify warrantor before proceeding. Existing warranties include, but are not limited to, the following:
  - 1. Roofing Systems.
- B. Notify warrantor on completion of selective demolition, and obtain documentation verifying that existing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.

## 1.8 COORDINATION

- A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ASSE A10.6 and NFPA 241.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Verify that hazardous materials have been remediated before proceeding with building demolition operations.
- C. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs or video.
  - 1. Comply with requirements specified in Section 013233 "Photographic Documentation."
  - 2. Inventory and record the condition of items to be removed and salvaged. Provide photographs or video of conditions that might be misconstrued as damage caused by salvage operations.

### 3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Temporary Removal of Existing Services/Systems: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished and repaired.
  - 1. Owner will arrange to temporarily shut off indicated services/systems when requested by Contractor.
  - 2. If services/systems are required to be removed or relocated, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
  - 3. Disconnect, demolish, and remove plumbing, and electrical systems, equipment, and components only as necessary to accommodate new construction and repairs.
    - a. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
    - b. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.

### 3.3 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
  - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
  - 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
  - 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
- B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
  - 1. Strengthen or add new supports when required during progress of selective demolition.
- C. Remove temporary barricades and protections where hazards no longer exist.

### 3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction, repair work and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
  - 1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
  - 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
  - 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
  - 4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
  - 5. Maintain adequate ventilation when using cutting torches.
  - 6. Remove structural framing members, railings and guardrails and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
  - 7. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
  - 8. Dispose of demolished items and materials promptly.
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

- C. Removed and Salvaged Items:
  1. Clean salvaged items.
  2. Pack or crate items after cleaning. Identify contents of containers.
  3. Store items in a secure area until delivery to Owner.
  4. Transport items to Owner's storage area designated by Owner.
  5. Protect items from damage during transport and storage.
  
- D. Removed and Reinstalled Items:
  1. Clean and repair items to functional condition adequate for intended reuse.
  2. Pack or crate items after cleaning and repairing. Identify contents of containers.
  3. Protect items from damage during transport and storage.
  4. Reinstall items in original locations, unless otherwise indicated or directed by Engineer or Owner. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
  
- E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Engineer, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

### 3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Demolish concrete in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-driven saw, and then remove concrete between saw cuts.
- B. Concrete Sidewalks-on-Grade: Saw-cut perimeter of area to be demolished, and then break up and remove.
- C. Pedestrian Traffic Coating: Remove pedestrian traffic coating according to recommendations of pedestrian traffic coating manufacturer." Do not use methods requiring solvent-based strippers.
- D. Where removal of concrete exposes reinforcing steel, notify Engineer to allow for observation prior to proceeding. Engineer will determine if there is a need to remove reinforcing steel and to what extent.
- E. Roofing: Remove no more existing roofing than what can be covered in one day by new roofing and so that building interior remains watertight and weathertight. Remove portion of roofing system necessary to make adequate and watertight roof repairs. Roofing repair components shall match existing, unless directed otherwise by Tremco Roofing representative.
  1. Remove portion of existing roof membrane, flashings, copings, and roof accessories.
  2. When necessary and as verified by Tremco Roofing representative, remove existing roofing system down to substrate.

### 3.6 DISPOSAL OF DEMOLISHED MATERIALS AND CLEANING

- A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.
  1. Do not allow demolished materials to accumulate on-site.
  2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
  3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
  4. Burning: Do not burn demolished materials.
- B. Cleaning: Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

### 3.7 DAMAGES TO CONSTRUCTION TO REMAIN

- A. Damages: Promptly repair damages to existing construction to remain caused by demolition work to satisfaction of the Owner and Engineer.

**END OF SECTION 024119**

## SECTION 033000 - CAST-IN-PLACE CONCRETE

### PART 1 - GENERAL

- A. General - Cast-in-Place Concrete (033000.A01): Scope to include, but is not limited to: foundations, slabs-on-grade, columns, cast-in-place (CIP) elevated slabs and elevated stairs, and stairs on-grade. Refer to structural drawings for additional information.
- B. This Section also includes:
  - 1. Miscellaneous patching of existing concrete to remain.
- C. Related Sections:
  - 1. Section 012200 "Unit Prices" for unit prices related to work of this Section.
  - 2. Section 071800 "Traffic Coatings" for preparation of concrete surfaces to receive traffic coatings.
- D. Preinstallation Conference: Conduct conference at Project site.
- E. Product Data: Submit technical product data for concrete patching material and associated primers.
- F. Design Mixtures: For each concrete mixture. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
  - 1. Engage a qualified testing agency to perform preconstruction testing on concrete mixtures.
  - 2. Include results of preconstruction testing.
- G. Steel Reinforcement Shop Drawings: Placing Drawings that detail fabrication, bending, and placement. Include bar sizes, lengths, material, grade, bar schedules, stirrup spacing, bent bar diagrams, bar arrangement, splices and laps, mechanical connections, tie spacing, hoop spacing, and supports for concrete reinforcement.
- H. Formwork Shop Drawings: Prepared by or under the supervision of a qualified professional engineer, detailing fabrication, assembly, and support of formwork. Include engineering analysis and drawings signed and sealed by professional engineer registered in state of Kansas.
  - 1. Shoring and Reshoring: Indicate proposed schedule and sequence of stripping formwork, shoring removal, and reshoring installation and removal.
- I. Material Test Reports: For the following, from a qualified testing agency:
  - 1. Aggregates: Include service record data indicating absence of deleterious expansion of concrete due to alkali aggregate reactivity.
- J. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
  - 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."
- K. Installer Qualifications: A qualified installer who employs on Project personnel qualified as ACI-certified Flatwork Technician and Finisher and a supervisor who is an ACI-certified Concrete Flatwork Technician.
- L. Installer for Concrete Repair Work: Installer shall have not less than 5 years successful experience, under the current company name, conducting concrete repair work of similar type, size and complexity as those specified for this Project.
- M. Testing Agency Qualifications: An independent agency, [acceptable to authorities having jurisdiction,] qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.
  - 1. Personnel performing laboratory tests shall be ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician, Grade I. Testing agency laboratory supervisor shall be an ACI-certified Concrete Laboratory Testing Technician, Grade II.
- N. Deliver, store, and handle steel reinforcement to prevent bending and damage. Avoid damaging coatings on steel reinforcement.
- O. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.

1. When average high and low temperature is expected to fall below 40 deg F for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
  2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
  3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.
- P. Hot-Weather Placement: Comply with ACI 301 and ACI 305.1, and as follows:
1. Maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
  2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

## PART 2 - PRODUCTS

### 2.1 GENERAL

- A. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
1. ACI 301, ACI 117 and ACI 318.

### 2.2 FORM-FACING MATERIALS

- A. Form-Facing Panels for As-Cast Finishes: Exterior-grade plywood panels, nonabsorptive, that will provide continuous, true, and smooth concrete surfaces, medium-density overlay, Class 1, or better, mill-applied release agent and edge sealed, complying with DOC PS 1. . Furnish in largest practicable sizes to minimize number of joints.
- B. Forms for Cylindrical Columns and Supports: Metal, glass-fiber-reinforced plastic, paper, or fiber tubes that produce surfaces with gradual or abrupt irregularities not exceeding specified formwork surface class. Provide units with sufficient wall thickness to resist plastic concrete loads without detrimental deformation.
- C. Chamfer Strips and Drip Edge Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch, minimum; nonstaining; in longest practicable lengths.
- D. Form-Release Agent: Commercially formulated form-release agent that does not bond with, stain, or adversely affect concrete surfaces and does not impair subsequent treatments of concrete surfaces.
1. Formulate form-release agent with rust inhibitor for steel form-facing materials.
- E. Form Ties: Factory-fabricated, removable or snap-off glass-fiber-reinforced plastic or metal form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.
1. Furnish units that leave no corrodible metal closer than 1 inch to the plane of exposed concrete surface.

### 2.3 REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.
- B. Epoxy-Coated Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed bars, ASTM A 775/A 775M, epoxy coated, with less than 2 percent damaged coating in each 12-inch bar length.
- C. Plain-Steel Wire: ASTM A 1064/A 1064M, as drawn.
- D. Epoxy-Coated Wire: ASTM A 884/A 884M, Class A, Type 1 coated, as-drawn, plain-steel wire, with less than 2 percent damaged coating in each 12-inch wire length.
- E. Epoxy-Coated Welded-Wire Reinforcement: ASTM A 884/A 884M, Class A coated, Type 1, deformed steel.
- F. Epoxy-Coated Joint Dowel Bars: ASTM A 615/A 615M, Grade 60, plain-steel bars, ASTM A 775/A 775M epoxy coated.



- G. Epoxy Repair Coating: Liquid, two-part, epoxy repair coating; compatible with epoxy coating on reinforcement and complying with ASTM A 775/A 775M.
- H. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded-wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice," of greater compressive strength than concrete and as follows:
  - 1. For concrete surfaces exposed to view, where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected steel wire or CRSI Class 2 stainless-steel bar supports.
  - 2. For epoxy-coated reinforcement, use epoxy-coated or other dielectric-polymer-coated wire bar supports.
  - 3. Slab –on-grade supports: Provide supports specifically designed for bearing on soil.
- I. Mechanical Splice Couplers: ACI 318 (ACI 318M) Type 1, same material of reinforcing bar being spliced to replace damaged section of existing reinforcing steel. Type to be determined by Engineer-of-Record (EOR) once damage is uncovered and extent determined.
- J. Fiber Reinforcement - Synthetic Micro-Fiber: Polypropylene fibrillated micro-fibers engineered and designed for use in concrete, complying with ASTM C 1116/C 1116M. Fibers shall be a multi-length blend.

## 2.4 CONCRETE MATERIALS

- A. Cementitious Materials:
  - 1. Portland Cement: ASTM C 150/C 150M, Type I and Type III, gray.
  - 2. Fly Ash: ASTM C 618, Class F or C.
  - 3. Silica Fume: ASTM C 1240, amorphous silica.
- B. Normal-Weight Aggregates: ASTM C 33/C 33M, Class 3S coarse aggregate or better, graded. Provide aggregates from a single source with documented service record data of at least 10 years' satisfactory service in similar applications and service conditions using similar aggregates and cementitious materials.
  - 1. Maximum Coarse-Aggregate Size:
    - a. 1-inch nominal for slabs on grade.
    - b. 3/8-inch nominal for columns.
    - c. 3/4-inch nominal for all other locations.
  - 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- C. Air-Entraining Admixture: ASTM C 260/C 260M.
- D. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures and that do not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.
  - 1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
  - 2. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
  - 3. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
  - 4. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.
- E. Water: ASTM C 1602/C 1602M and potable.

## 2.5 CONCRETE PATCHING/REPAIR MATERIALS

- A. Concrete Patching/Repair Compound: Pre-manufactured mix of specialty cement blends. Compound shall be fast-setting type, single component, polymer modified cementitious vertical and overhead repair mortar with high-build properties.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide "SikaQuick VOH" as manufactured by Sika Corporation.
- B. Cold Weather Additive: Provide SikaQuick Winter Boost when work will be conducted during outside temperatures 45 degrees F and below.
- C. Exposed Steel Reinforcement Primer: Provide Sika Armatec/110 EpoCem primer.
- D. Latex Additive: When recommended by repair mortar manufacturer, provide Sika Latex R.

## 2.6 GRANULAR BASE COURSE / DRAINAGE FILL MATERIAL

- A. Granular Base Course / Drainage Fill (033000.A15): Clean mixture of crushed stone or crushed or uncrushed gravel; ASTM D 448, Size 57, with 100 percent passing a 1-1/2" sieve and 0 to 5 percent passing a No. 4 sieve.

## 2.7 LIQUID CONCRETE TREATMENTS

- A. Anti-Spalling Treatment: Provide penetrating 20 percent, clear water-based silane penetrating sealer complying with performance requirements of NCHRP 244 having an absorbed chloride reduction of at least 92 percent and a weight gain reduction of at least 86 percent.
  - 1. Basis-of-Design Product: Provide "MasterProtect H200" by BASF. Comparable products will be considered.

## 2.8 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.
- B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. when dry.
- C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- D. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating, certified by curing compound manufacturer to not interfere with bonding of pedestrian traffic coating.

## 2.9 RELATED MATERIALS

- A. Expansion-Joint-Filler Strips (033000.A22): ASTM D 1751, asphalt-saturated cellulosic fiber or W. R. Meadows; "Deck-O-Foam". Thickness shall be 1/2 inch, unless indicated otherwise.
- B. Isolation-Joint-Filler Strips: Provide 30# asphalt saturated felt.
- C. Bonding Agent: ASTM C 1059/C 1059M, Type II, nonredispersible, acrylic emulsion or styrene butadiene.
- D. Epoxy Bonding Adhesive: ASTM C 881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class suitable for application temperature and of grade to suit requirements, and as follows:
  - 1. Types I and II, nonload bearing and Types IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete. Bonding adhesives must be compatible with repair mortars and primer.
- E. Stair Nosing: Provide Wooster Products, Inc.; "Supergrit" nosing with extruded aluminum base and 5 abrasive strips fillers. Provide in continuous lengths and in width to match existing stair nosings.
- F. Steel Reinforcement Primer: Provide "SikaTop ArmaTec 110 EpoCem". Comparable products will be considered.
- G. Hand-Applied Repair Mortar: Provide "SikaTop 122 Plus", trowel-grade mortar with rust inhibitor for vertical and horizontal applications. Comparable products will be considered.
- H. Formed Repair Mortars: Provide "SikaTop 111 Plus" or "Sikacrete 211" with rust inhibitor. Comparable products will be considered.

## 2.10 CONCRETE MIXTURES, GENERAL

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.
  - 1. Use a qualified independent testing agency for preparing and reporting proposed mixture designs based on laboratory trial mixtures.
- B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:
  - 1. Fly Ash: 15 percent.
  - 2. Silica Fume: 10 percent.

- C. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 to 0.30 percent by weight of cement.
- D. Admixtures: Use admixtures according to manufacturer's written instructions.
  - 1. Use water-reducing, high-range water-reducing or plasticizing admixture in concrete, as required, for placement and workability.
  - 2. Use water-reducing and -retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
  - 3. Use water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs and parking structure slabs, concrete required to be watertight, and concrete with a w/c ratio below 0.50.

## 2.11 CONCRETE MIXTURES

- A. All Concrete except as noted hereinafter: Normal-weight concrete.
  - 1. Minimum Compressive Strength: 4500 psi at 28 days.
  - 2. Maximum Water-Cementitious Materials Ratio: 0.45.
  - 3. Slump Limit: 4 inches, plus or minus 1 inch or 8 inches for concrete with verified slump of 2 to 4 inches before adding high-range water-reducing admixture or plasticizing admixture.
  - 4. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for 1-inch nominal maximum aggregate size.
  - 5. Fiber Reinforcement - Synthetic Micro-Fiber: Uniformly disperse in concrete mixture at manufacturer's recommended rate, but not less than a rate of 1.5 lb/cu. yd.
- B. Slabs and Stairs on-Grade: Proportion normal-weight concrete mixture as follows:
  - 1. Minimum Compressive Strength: 4500 psi at 28 days.
  - 2. Maximum Water-Cementitious Materials Ratio: 0.45.
  - 3. Slump Limit: 4 inches, plus or minus 1 inch or 8 inches for concrete with verified slump of 2 to 4 inches before adding high-range water-reducing admixture or plasticizing admixture.
  - 4. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for 1-inch nominal maximum aggregate size.
  - 5. Fiber Reinforcement - Synthetic Micro-Fiber: Uniformly disperse in concrete mixture at manufacturer's recommended rate, but not less than a rate of 1.5 lb/cu. yd.
- C. Columns: Normal-weight concrete.
  - 1. Minimum Compressive Strength: 4500 psi at 28 days.
  - 2. Maximum Water-Cementitious Materials Ratio: 0.45.
  - 3. Slump Limit: 4 inches, plus or minus 1 inch or 8 inches for concrete with verified slump of 2 to 4 inches before adding high-range water-reducing admixture or plasticizing admixture.
  - 4. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for 3/8-inch nominal maximum aggregate size.

## 2.12 FABRICATING REINFORCEMENT

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

## 2.13 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M, and furnish batch ticket information.
  - 1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine exposed subgrades surfaces for compliance with requirements for dimensional, grading, and elevation tolerances. In areas where slabs-on-grade (walkways) and stairs-on-grade have been demolished and removed, fill depressions and prepare exposed subgrade to receive granular base course/drainage fill.
  - 1. Under slabs-on-grade (walkways) and stairs-on-grade, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material to a density equal to adjacent original ground.

### 3.2 FORMWORK INSTALLATION

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
  - 1. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
  - 2. Limit deflection of form-facing panels to not exceed ACI 303.1 requirements.
  - 3. Limit concrete surface irregularities, designated by ACI 347 as abrupt or gradual, as follows:
    - a. Class A, 1/8 inch for smooth-formed finished surfaces.
  - 4. Construct forms tight enough to prevent loss of concrete mortar.
  - 5. Construct forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast-concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.
    - a. Kerf wood rustications, drip edges, recesses, and the like, for easy removal.
  - 6. Do not use rust-stained steel form-facing material.
  - 7. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

### 3.3 EMBEDDED ITEM INSTALLATION

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

### 3.4 REMOVING FORMS

- A. General: Formwork for sides of beams, walls, columns, and similar parts of the Work that does not support weight of concrete may be removed after cumulatively curing at not less than 50 deg F for 24 hours after placing concrete. Concrete has to be hard enough to not be damaged by form-removal operations, and curing and protection operations need to be maintained.
  - 1. Leave formwork for beam soffits, joists, slabs, and other structural elements that support weight of concrete in place until concrete has achieved at least 75 percent of its 28-day design compressive strength.
  - 2. Remove forms only if shores have been arranged to permit removal of forms without loosening or disturbing shores.
- B. Concrete Column Formwork Removal
  - 1. Remove column forms in accordance with manufacturer's instructions for concrete mix indicated.
    - a. Adhesion of concrete to form increases over time. Subject to compliance with concrete mix requirements and manufacturer's recommendations, remove formwork a minimum of 24 hours and a maximum of 5 days after placing concrete.
  - 2. Prevent damage to concrete from form removal.

### 3.5 SHORING AND RESHORING INSTALLATION

- A. Comply with ACI 318 and ACI 301 for design, installation, and removal of shoring and reshoring.
  - 1. Do not remove shoring or reshoring until measurement of slab tolerances is complete.
- B. In multistory construction, extend shoring or reshoring over a sufficient number of stories to distribute loads in such a manner that no floor or member will be excessively loaded or will induce tensile stress in concrete members without sufficient steel reinforcement.
- C. Plan sequence of removal of shores and reshore to avoid damage to concrete. Locate and provide adequate reshoring to support construction without excessive stress or deflection.

### 3.6 GRANULAR BASE COURSE / DRAINAGE FILL

- A. Proof-roll prepared subbase surface below concrete sidewalks on grade to identify soft pockets and areas of excess yielding. Correct subbase with soft spots and areas of pumping or rutting exceeding depth of 1/2 inch.
- B. Granular Base Course / Drainage Fill Course: Cover exposed subgrade with not less than 4 inches of granular fill material, moisten, and compact with mechanical equipment to elevation tolerances of plus 0 inch or minus 1/2 inch.

1. Compaction Requirements: Compact to within 95 percent maximum density in accordance with ASTM C 698, Standard Proctor compaction, at workable moisture content.

### 3.7 STEEL REINFORCEMENT INSTALLATION

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
  1. Install mechanical splice couplers in accordance with manufacturer's instructions.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that reduce bond to concrete.
- C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.
- D. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.
- E. Install welded-wire reinforcement in longest practicable lengths on bar supports spaced to minimize sagging. Lap edges and ends of adjoining sheets at least one mesh spacing. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire.
- F. Epoxy-Coated Reinforcement: Repair cut and damaged epoxy coatings with epoxy repair coating according to ASTM D 3963/D 3963M. Use epoxy-coated steel wire ties to fasten epoxy-coated steel reinforcement.

### 3.8 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Install construction joints true to line, with faces perpendicular to surface plane of cast-in-place concrete, so strength and appearance of concrete are not impaired, at locations indicated or as approved by Engineer.
  1. Place joints perpendicular to main reinforcement. Continue reinforcement across construction joints unless otherwise indicated. Do not continue reinforcement through sides of strip placements of floors and slabs.
  2. Locate horizontal joints in walls and columns at underside of floors, slabs, beams, and girders and at the top of footings or floor slabs.
  3. Use epoxy-bonding adhesive at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
  4. At Load Transfer Joints: Provide one of the following:
    - a. One #4 by 12 inch long smooth dowel. Space dowels at 24 inches on center, unless otherwise indicated.
- C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness as follows:
  1. Provide either grooved joints or sawn joints as necessary to match existing joints in sidewalks.
    - a. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
    - b. Sawn Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch-wide joints into concrete when cutting action does not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks. Begin saw cutting of joint no later than 12 hours after finishing.
  2. Where joints are not specifically indicated, space joints at 10 feet on center and at a maximum aspect ratio of 1.5 to 1 (area not to exceed 100 sq ft.).
- D. Expansion and Isolation Joints in Slabs-on-Grade: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as stairs, column pedestals, foundation walls, grade beams, and other locations, as indicated.
  1. Extend joint-filler strips full width and depth of joint, terminating flush with finished concrete surface unless otherwise indicated.
  2. Terminate full-width joint-filler strips not less than 1/2 inch or more than 1 inch below finished concrete surface where joint sealants, specified in Section 079200 "Joint Sealants," are indicated.
  3. Install joint-filler strips in lengths as long as practicable. Where more than one length is required, lace or clip sections together.

- E. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt coat one-half of dowel length to prevent concrete bonding to one side of joint.

### 3.9 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections are completed. Moisten subbase for sidewalks and stairs on-grade to provide a uniform dampened condition at time concrete is placed.
- B. Do not add water to concrete during delivery, at Project site, or during placement unless water was withheld at batch plant, amount withheld was documented in writing and adding withheld water is acceptable to Engineer.
- C. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete is placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.
  - 1. Deposit concrete in horizontal layers of depth not to exceed formwork design pressures and in a manner to avoid inclined construction joints.
  - 2. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.
  - 3. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate. Do not permit vibrators to contact forms.
- D. Deposit and consolidate concrete for slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.
  - 1. Consolidate concrete during placement operations, so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
  - 2. Maintain reinforcement in position on chairs during concrete placement.
  - 3. Screed slab surfaces with a straightedge and strike off to correct elevations.
  - 4. Slope surfaces uniformly to drain as indicated.
  - 5. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface. Do not further disturb slab surfaces before starting finishing operations.
- E. Concrete Column Placement: Comply with manufacturer's requirements and as follows:
  - 1. Do not place concrete if column forms are wet.
  - 2. Apply form release coating to interior surface.
  - 3. Place concrete at pour rate in accordance with manufacturer's instructions.
  - 4. Do not touch interior surface of forms with vibrator.
  - 5. Do not vibrate concrete from exterior of forms.

### 3.10 FINISHING CONCRETE SURFACES

- A. Smooth-Formed Finish (033000.A16): As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
  - 1. For concrete exposed to view, fins and other projections shall be removed flush with adjacent surface of concrete. Rub exposed-to-view sides of elevated walkways and elevated stairs.
- B. Sidewalk and Stair Finish: Rub exposed-to-view sides of stairs. Traffic surface to be non-slip medium textured broom finish.
- C. Elevated Walkway Finish: Rub exposed-to-view sides of walkway slabs. Walking surface to be light broom finish.
- D. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

### 3.11 MISCELLANEOUS CONCRETE ITEM INSTALLATION

- A. Filling In: Fill in holes and openings left in concrete structures after work of other trades is in place unless otherwise indicated. Mix, place, and cure concrete, as specified, to blend with in-place construction. Provide other miscellaneous concrete filling indicated or required to complete the Work.
- B. Stair Nosings: Cast in stair nosings according to nosing manufacturer's instructions.

### 3.12 CONCRETE PROTECTING AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 305.1 for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing for remainder of curing period.
- D. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces.
- E. Cure concrete according to ACI 308.1, by one or a combination of the following methods:
  - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
    - a. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.
  - 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period, using cover material and waterproof tape.
    - a. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive penetrating anti-spall treatment and pedestrian traffic coating.
  - 3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

### 3.13 LIQUID TREATMENT APPLICATION

- A. Penetrating Liquid Floor Treatment: Prepare, uniformly apply, and finish penetrating liquid floor treatment according to manufacturer's written instructions. Provide test application of 25 square feet to confirm application rate and desired aesthetic. Confirm Engineer's acceptance prior to commencing remainder of application.
  - 1. Remove curing compounds, sealers, oil, dirt, laitance, and other contaminants and complete surface repairs. Do not apply to concrete that is less than 14 to 28 days' old as recommended by manufacturer.

### 3.14 JOINT FILLING

- A. Prepare, clean, and install joint filler according to sealant manufacturer's written instructions.
- B. Remove dirt, debris, saw cuttings, curing compounds, and sealers from joints; leave contact faces of joints clean and dry.

### 3.15 CONCRETE SURFACE REPAIRS

- A. Repairing / Patching Existing Concrete to Remain: Use concrete patching/repair materials specified. Prepare surface and apply patching/repair materials in accordance with manufacturer's recommendations, and as follows:
  - 1. Remove loose concrete, decontaminate and prepare surfaces to receive patching/repair materials.
  - 2. Conduct test area, in presence of Engineer to determine effectiveness of decontamination and surface preparation. Document results. Revise methods when results are unsatisfactory.

3. Clean any existing exposed steel reinforcement in area to receive patching/repairs of rust, and primer steel reinforcement with specified primer.
  4. Apply scrub coat of patching/repair mortar and before scrub coat dries, apply patch/repair mortar.
  5. Texture patch/repair to match existing adjacent concrete. Patch/repair area shall be flush with adjacent surfaces.
- B. Defective Concrete: Repair and patch defective areas when approved by Engineer. Remove and replace concrete that cannot be repaired and patched to Engineer's approval.
- C. Repairing Formed Surfaces: Surface defects include texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning. Remove loose and spalling concrete back to sound concrete.
1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch in any dimension to solid concrete. Limit cut depth to 3/4 inch. Make edges of cuts perpendicular to concrete surface. Clean, dampen with water, and brush-coat holes and voids with bonding agent. Fill and compact with appropriate concrete repair material before bonding agent has dried. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.
  2. Repair defects on concealed formed surfaces that affect concrete's durability and structural performance as determined by Engineer.
- D. Repairing Unformed Surfaces: Test unformed surfaces, such as floors and slabs, for finish and verify surface tolerances specified for each surface. Correct low and high areas. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template. Remove loose and spalling concrete back to sound concrete.
1. Repair finished surfaces containing defects. Surface defects include spalls, popouts, honeycombs, rock pockets, crazing and cracks in excess of 0.01 inch wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
  2. After concrete has cured at least 14 days, correct high areas by grinding.
  3. Correct localized low areas during or immediately after completing surface finishing operations by cutting out low areas and replacing with appropriate concrete repair material. Finish repaired areas to blend into adjacent concrete.
  4. Repair defective areas, except random cracks and single holes 1 inch or less in diameter, by cutting out and replacing with concrete repair material. Remove defective areas with clean, square cuts and expose steel reinforcement with at least a 3/4-inch clearance all around. Dampen concrete surfaces in contact with repair material and apply bonding agent. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.
  5. Repair random cracks and single holes 1 inch or less in diameter with appropriate concrete repair material. Groove top of cracks and cut out holes to sound concrete and clean off dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding agent. Place repair material before bonding agent has dried. Compact and finish to match adjacent concrete. Keep area continuously moist for 72 hours.
- E. Perform structural repairs of concrete, subject to Engineer's approval, using epoxy adhesive and repair material.
- F. Repair materials and installation not specified above may be used, subject to Engineer's approval.

### 3.16 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.
- B. Inspections: In addition to requirements on Drawings, provide the following:
1. Verification of concrete strength before removal of shores and forms from beams, columns and slabs.
- C. Concrete Tests: Testing of composite samples of fresh concrete obtained according to ASTM C 172/C 172M shall be performed according to the following requirements:
1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd., but less than 25 cu. yd., plus one set for each additional 50 cu. yd. or fraction thereof.
  2. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
  3. Air Content: ASTM C 231/C 231M, pressure method, for normal-weight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
  4. Compression Test Specimens: ASTM C 31/C 31M.



- a. Cast and laboratory cure two sets of two standard cylinder specimens for each composite sample.
- b. Cast and field cure two sets of two standard cylinder specimens for each composite sample.
5. Compressive-Strength Tests: ASTM C 39/C 39M; test one set of two laboratory-cured specimens at 7 days and one set of two specimens at 28 days, hold one set of two laboratory-cured specimens for 56 days and test at Engineer's request.
  - a. A compressive-strength test shall be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.
6. Test results shall be reported in writing to Engineer, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
7. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Engineer but will not be used as sole basis for approval or rejection of concrete.
8. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Engineer. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42/C 42M or by other methods as directed by Engineer.
9. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
10. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.

**END OF SECTION 033000**



## SECTION 055213 - PIPE AND TUBE RAILINGS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Shop-fabricated steel railing/guardrail system (055213.A01).
  - 2. Shop-fabricated wall-mounted steel handrails (055213.A01).

#### 1.2 COORDINATION

- A. Coordinate installation of anchorages for railings. 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.
- B. Schedule installation so wall attachments are made only to completed walkways and stairs. Do not support railings temporarily by any means that do not satisfy structural performance requirements.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For the following:
  - 1. Railing brackets.
  - 2. Grout and anchoring cement.
- B. Shop Drawings: For each railing and handrail type, including plans, elevations, sections, details, and attachments to other work.
- C. Delegated-Design Submittal: Design guardrails, railings and attachments, including comprehensive engineering analysis by a qualified engineer registered in the state where project is located using performance requirements set forth in the 2012 International Building Code and design criteria indicated. Analysis data shall be signed and sealed by the qualified professional engineer responsible for their preparation.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For testing agency.
- B. Welding certificates.
- C. Product Test Reports: For pipe and tube railings, for tests performed by a qualified testing agency, according to ASTM E 894 and ASTM E 935.
- D. Evaluation Reports: For post-installed anchors, from ICC-ES.

#### 1.5 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel according to the following:
  - 1. AWS D1.1/D1.1M, "Structural Welding Code - Steel."

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

#### 1.7 FIELD CONDITIONS

- A. Field Measurements: Verify actual locations of walls and other construction contiguous with metal fabrications by field measurements before fabrication.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, to design guardrails and railings, including attachment to building construction.
- B. Structural Performance: Guardrails and railings, including attachment to building construction, shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:
  - 1. Handrails and Top Rails of Guards:
    - a. Uniform load of 50 lbf/ ft. applied in any direction.
    - b. Concentrated load of 200 lbf applied in any direction.
    - c. Uniform and concentrated loads need not be assumed to act concurrently.
  - 2. Infill of Guards:
    - a. Concentrated load of 50 lbf applied horizontally on an area of 1 sq. ft.
    - b. Infill load and other loads need not be assumed to act concurrently.

### 2.2 METALS, GENERAL

- A. Metal Surfaces, General: Provide materials with smooth surfaces, without seam marks, roller marks, rolled trade names, stains, discolorations, or blemishes.
- B. Brackets, Flanges, and Anchors: Cast or formed metal of same type of material and finish as supported rails unless otherwise indicated.
  - 1. Provide type of bracket with predrilled hole for exposed bolt anchorage and that provides 1-1/2-inch clearance from inside face of handrail to finished wall surface

### 2.3 STEEL AND IRON

- A. General: Provide tube or pipe as determined from fabricator's engineering design.
- B. Tubing: ASTM A 500 (cold formed) or ASTM A 513.
  - 1. Provide galvanized finish for exterior installations and where indicated.
- C. Pipe: ASTM A 53/A 53M, Type F or Type S, Grade A, Standard Weight (Schedule 40), unless another grade and weight are required by structural loads.
  - 1. Provide galvanized finish for exterior installations and where indicated.
- D. Plates, Shapes, and Bars: ASTM A 36/A 36M.
  - 1. Pickets shall be solid ½ inch diameter, unless a larger diameter is required by structural loads.

### 2.4 FASTENERS

- A. General: Provide the following:
  - 1. Hot-Dip Galvanized Railings: Type 304 stainless-steel or hot-dip zinc-coated steel fasteners complying with ASTM A 153/A 153M or ASTM F 2329 for zinc coating.
- B. Fasteners for Anchoring Railings to Other Construction: Select fasteners of type, grade, and class required to produce connections suitable for anchoring railings to other types of construction indicated and capable of withstanding design loads.
- C. Fasteners for Interconnecting Railing Components:
  - 1. Provide concealed fasteners for interconnecting railing components and for attaching them to other work, unless exposed fasteners are unavoidable or are the standard fastening method for railings indicated.
- D. Post-Installed Anchors: Torque-controlled expansion anchors or chemical anchors capable of sustaining, without failure, a load equal to 6 times the load imposed when installed in unit masonry and 4 times the load imposed when installed in concrete, as determined by testing according to ASTM E 488/E 488M, conducted by a qualified independent testing agency.
  - 1. Material: Carbon-steel components zinc-plated to comply with ASTM B 633 or ASTM F 1941, Class Fe/Zn 5, unless otherwise indicated.

## 2.5 MISCELLANEOUS MATERIALS

- A. Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.
- B. Etching Cleaner for Galvanized Metal: Complying with MPI#25.
- C. Galvanizing Repair Paint: High-zinc-dust-content paint complying with SSPC-Paint 20 and compatible with paints specified to be used over it.
- D. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D 1187/D 1187M.
- E. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C1107/C1107M. Provide grout specifically recommended by manufacturer for exterior applications.
- F. Anchoring Cement: Factory-packaged, water-resistant, nonshrink, nonstaining, hydraulic-controlled expansion cement formulation for mixing with water at Project site to create pourable anchoring, patching, and grouting compound.

## 2.6 FABRICATION

- A. General: Fabricate railings to comply with requirements indicated for design, dimensions, member sizes and spacing, details, finish, and anchorage, but not less than that required to support structural loads.
- B. Shop assemble railings to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation. Use connections that maintain structural value of joined pieces.
- C. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
  - 1. Provide smooth surfaces and edges.
  - 2. Provide exposed surfaces free of seams to maximum extent possible.
  - 3. Remove blemishes by filling or grinding or by welding and grinding, before cleaning, treating, and shop priming.
  - 4. Vent holes used to relieve pressure from welding shall be located such to prevent water intrusion.
- D. Form work true to line and level with accurate angles and surfaces.
- E. Fabricate connections that are exposed to weather in a manner that excludes water. Provide weep holes where water may accumulate. Weep holes shall be located such to prevent water intrusion.
- F. Cut, reinforce, drill, and tap as indicated to receive finish hardware, screws, and similar items.
- G. Connections: Fabricate railings with welded connections unless otherwise indicated.
- H. Welded Connections: Cope components at connections to provide close fit, or use fittings designed for this purpose. Weld all around at connections, including at fittings.
  - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
  - 2. Obtain fusion without undercut or overlap.
  - 3. Remove flux immediately.
  - 4. At exposed connections, finish exposed surfaces smooth and blended so no roughness shows after finishing and welded surface matches contours of adjoining surfaces.
  - 5. Welds shall be completely sanded with minimal undercutting and pinholes, comply with NOMMA "Finish #2" guidelines and as follows:
    - a. Provide continuous welds of uniform size and profile.
    - b. Welds flush to adjacent surfaces within tolerance of plus 1/16 inch, minus zero inch.
    - c. Make fillet welds for of uniform size and profile with exposed face smooth and slightly concave.
- I. Form Changes in Direction as Follows:
  - 1. Mitered, unless detailed otherwise.
- J. Close exposed ends of railing members with prefabricated end fittings.

- K. Provide wall returns at ends of wall-mounted handrails unless otherwise indicated. Close ends of returns unless clearance between end of rail and wall is 1/4 inch or less.
- L. Brackets, Flanges, Fittings, and Anchors: Provide wall brackets, flanges, miscellaneous fittings, and anchors to interconnect railing members to other work unless otherwise indicated.
- M. Provide inserts and other anchorage devices for connecting railings to concrete or masonry work. Fabricate anchorage devices capable of withstanding loads imposed by railings. Coordinate anchorage devices with supporting structure.

## 2.7 STEEL AND IRON FINISHES

- A. Galvanized Railings:
  1. Hot-dip galvanize exterior steel railings, including hardware, after fabrication.
  2. Comply with ASTM A 123/A 123M for hot-dip galvanized railings.
  3. Comply with ASTM A 153/A 153M for hot-dip galvanized hardware.
  4. Do not quench or apply post galvanizing treatments that might interfere with paint adhesion.
  5. Fill vent and drain holes that are exposed in the finished Work, unless indicated to remain as weep holes, by plugging with zinc solder and filing off smooth.
- B. For galvanized railings, provide hot-dip galvanized fittings, brackets, fasteners, sleeves, and other ferrous components.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Fit exposed connections together to form tight, hairline joints.
- B. Perform cutting, drilling, and fitting required for installing railings. Set railings accurately in location, alignment, and elevation; measured from established lines and levels and free of rack.
  1. Do not weld, cut, or abrade surfaces of railing components that are coated or finished after fabrication and that are intended for field connection by mechanical or other means without further cutting or fitting.
  2. Set posts plumb within a tolerance of 1/16 inch in 3 feet.
  3. Align rails so variations from level for horizontal members and variations from parallel with rake of steps and ramps for sloping members do not exceed 1/4 inch in 12 feet.
- C. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.
- D. Adjust railings before anchoring to ensure matching alignment at abutting joints.
- E. Fastening to In-Place Construction: Use anchorage devices and fasteners where necessary for securing railings and for properly transferring loads to in-place construction.

### 3.2 RAILING CONNECTIONS

- A. Welded Connections: Use fully welded joints for permanently connecting railing components. Comply with requirements for welded connections in "Fabrication" Article whether welding is performed in the shop or in the field.
- B. Expansion Joints: Install expansion joints at locations indicated but not farther apart than required to accommodate thermal movement. Provide slip-joint internal sleeve extending 2 inches beyond joint on either side, fasten internal sleeve securely to one side, and locate joint within 6 inches of post.

### 3.3 ANCHORING POSTS

- A. Anchor posts at edges of elevated walkways by welding posts to anchoring plate and bolting plate to edge of concrete walkway as indicated.

- B. Connect railing posts to concrete stairs, sidewalks and elevated walkways by setting posts into core-drilled holes, 5 inches deep and 3/4 inch larger than OD of post. Clean holes of loose material, insert posts, and fill annular space between post and concrete with nonshrink, nonmetallic grout or anchoring cement, mixed and placed to comply with anchoring material manufacturer's written instructions. Leave anchorage joint exposed with 1/4-inch buildup, sloped away from post.

#### 3.4 ATTACHING RAILINGS

- A. Attach railings to wall with wall brackets. Locate brackets as indicated or, if not indicated, at spacing required to support structural loads.
- B. Secure wall brackets and railing end flanges to building construction as follows:
  1. For concrete and solid masonry anchorage, use drilled-in expansion shields and hanger or lag bolts.
  2. For hollow masonry anchorage, use toggle bolts.

#### 3.5 ADJUSTING AND CLEANING

- A. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas, and repair galvanizing to comply with ASTM A 780/A 780M.

#### 3.6 PROTECTION

- A. Protect finishes of railings from damage during construction period with temporary protective coverings approved by railing manufacturer. Remove protective coverings at time of Substantial Completion.

**END OF SECTION 055213**





## SECTION 071800 - TRAFFIC COATINGS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes traffic coatings for the following applications:
  - 1. Pedestrian traffic.
- B. Related Requirements:
  - 1. Section 012200 "Unit Prices" for unit prices relating to work of this Section.
  - 2. Section 012300 "Alternates" for those alternates effecting work of this Section.
  - 3. Section 033000 "Cast-in-Place Concrete" for clear penetrating anti-spalling treatment applied on concrete surfaces.

#### 1.2 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site, concurrently with concrete preinstallation conference.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include installation instructions and details, material descriptions, dry or wet film thickness requirements, and finish.
- B. Shop Drawings: For traffic coatings.
  - 1. Include details for treating substrate joints and cracks, flashings, deck penetrations, and other termination conditions that are not included in manufacturer's product data.
- C. Samples for Initial Selection: For each type of exposed finish.
- D. Samples for Verification: For each type of exposed finish, prepared on rigid backing.
  - 1. Provide stepped Samples on backing to illustrate buildup of traffic coatings.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Sample Warranty: For manufacturer's warranty.
- C. Provide protection plan of surrounding areas and non-work surfaces.

#### 1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For traffic coatings to include in maintenance manuals.
  - 1. Include recommendations for periodic inspections, cleaning, care, maintenance, and repair of traffic coatings.

#### 1.6 QUALITY ASSURANCE

- A. Applicator / Installer Qualifications: An entity that employs applicators / installers and supervisors who are trained and approved by manufacturer. Applicator / installer shall have a minimum of seven years continuous and successful experience, under the current company name, in application of specified products and systems on projects of similar size and scope.
- B. Field Sample:: Build field sample to set quality standards for materials and execution.
  - 1. Install at Project site or pre-selected area of work an area for field sample, as directed by Engineer.
    - a. Provide field sample of at least 100 square feet to include surface profile and preparation, sealant joint, crack handling, flashing, and juncture and termination details and allow for evaluation of slip resistance and appearance.

- b. Apply material in strict accordance with manufacturer's written application instructions to demonstrate surface preparation, joint and crack treatment, thickness, texture, color, and standard of workmanship.
- 2. Manufacturer's representative or designated representative will review technical aspects; surface preparation, and application.
- 3. Field sample will be standard for judging workmanship on remainder of Project.
- 4. Maintain field sample during construction for workmanship comparison.
- 5. Obtain Engineer's written approval of field sample before start of material application
- 6. Approval of field sample does not constitute approval of deviations from the Contract Documents contained in field sample unless Engineer specifically approves such deviations in writing.
- 7. Subject to compliance with requirements, approved field sample may become part of the completed Work if undisturbed at time of Substantial Completion.

#### 1.7 FIELD CONDITIONS

- A. Environmental Limitations: Apply traffic coatings within the range of ambient and substrate temperatures recommended in writing by manufacturer. Do not apply traffic coatings to damp or wet substrates, when temperatures are below 40 deg F, when relative humidity exceeds 85 percent, or when temperatures are less than 5 deg F above dew point.
  - 1. Do not apply traffic coatings in snow, rain, fog, or mist, or when such weather conditions are imminent during the application and curing period. Apply only when frost-free conditions occur throughout the depth of substrate.
- B. Do not install traffic coating until items that penetrate membrane have been installed.

#### 1.8 WARRANTY

- A. Manufacturer's Warranty: Manufacturer agrees to repair or replace traffic coating that fails in materials or workmanship within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
    - a. Adhesive or cohesive failures.
    - b. Abrasion or tearing failures.
    - c. Surface crazing or spalling.
    - d. Intrusion of water, oils, gasoline, grease, salt, deicer chemicals, or acids into deck substrate.
  - 2. Warranty Period: Five years from date of Substantial Completion.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide BASF Corporation, Master Builders Solutions; "MasterSeal Traffic 2000" polyurethane waterproofing, traffic bearing membrane system.
  - 1. Comparable products from other manufacturers, meeting specified requirements, will be considered when submitted to and accepted by Engineer prior to bidding.
- B. Source Limitations:
  - 1. Obtain traffic coatings from single source from single manufacturer.
  - 2. Obtain primary traffic-coating materials, including primers, from traffic-coating manufacturer. Obtain accessory materials including aggregates, sheet flashings, joint sealants, and substrate repair materials of types and from sources recommended in writing by primary material manufacturer.

#### 2.2 PERFORMANCE REQUIREMENTS

- A. Material Compatibility: Provide primers; base coat, intermediate coat, and topcoat; and accessory materials that are compatible with one another and with substrate under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.

## 2.3 TRAFFIC COATING

- A. System Description: Manufacturer's standard, fast-setting, traffic-bearing, seamless, high-solids-content, cold liquid-applied, elastomeric, water-resistant polyurethane membrane system with integral wearing surface for pedestrian traffic. System shall be very low odor and VOC compliant.
1. System shall include, but not be limited to: Primer, base coat, top coat, aggregate, sealant and reinforcing fabric.
- B. Performance Requirements: Provide material complying with the following minimum requirements:
1. Hardness (Basecoat): Shore A (60) per ASTM D 2240.
  2. Tensile strength (Basecoat): 750 psi (5.2 MPa) per ASTM D 412.
  3. Elongation (Basecoat): 500 percent per ASTM D 412.
  4. Tear strength (Basecoat): 74 PIT per ASTM D 1004.
  5. Weight loss (Basecoat): 16 percent. Max: 40.
  6. Tensile Strength (Topcoat): 3,000 psi (20.6MPa) per ASTM D 412.
  7. Elongation (Topcoat): 250 percent per ASTM D 412.
  8. Hardness (Topcoat): Shore D 92, per ASTM D 2240.
  9. Taber Abrasion Resistance (Topcoat): 82 mgms, per ASTM C 957. CS-17 Wheel, 1,000 gm load, 1,000 cycles.
- C. Components:
1. Primer: Liquid primer as recommended in writing for substrate and conditions by traffic-coating manufacturer.
  2. Base Coat: MasterSeal M200, a one component, moisture-curing polyurethane.
  3. Top Coat: MasterSeal TC 295: 2-component, aliphatic top coat with UV resistance.
  4. Aggregate: MasterSeal 941.
  5. Sealant: MasterSeal NP2, SL2, or CR195.
  6. Deep joint Sealant: MasterSeal NP2 or SL2.
  7. Reinforcing Fabric: MasterSeal 995.
- D. Color: As selected by Engineer from full range of traffic coating manufacturer's standard colors.
- E. Fire-Test-Response Characteristics: Provide traffic-coating materials with the fire-test-response characteristics as determined by testing identical products according to test method below for deck type and slopes indicated by an independent testing and inspecting agency that is acceptable to authorities having jurisdiction.
1. Class A roof covering according to ASTM E108.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for maximum moisture content, surface smoothness, and other conditions affecting performance of traffic-coating work.
- B. Verify that substrates are visibly dry and free of moisture.
1. Test for moisture content by method recommended in writing by traffic-coating manufacturer.
- C. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of traffic-coating work.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.
1. Begin coating application only after substrate construction and penetrating work have been completed.
  2. Begin coating application only after minimum concrete-curing and -drying period recommended in writing by traffic-coating manufacturer has passed and after substrates are dry.
  3. Application of coating indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Clean and prepare substrates according to ASTM C1127 and manufacturer's written instructions to ensure substrates are dry, sound and free of dust, dirt, laitance, paints, oils, grease, curing compounds, or any other contaminants for traffic-coating application. Remove projections, fill voids, and seal joints if any, as recommended in writing by traffic-coating manufacturer.
- B. Priming: Unless manufacturer recommends in writing against priming, prime substrates according to manufacturer's written instructions.
  - 1. Limit priming to areas that will be covered by traffic-coating material on same day. Reprime areas exposed for more time than recommended by manufacturer.
- C. Schedule preparation work so dust and other contaminants from process do not fall on wet, newly coated surfaces.
- D. Mask adjoining surfaces not receiving traffic coatings to prevent overspray, spillage, leaking, and migration of coatings. Prevent traffic-coating materials from entering deck substrate penetrations and clogging weep holes and drains.
- E. Concrete Substrates: Mechanically abrade surface to a uniform profile acceptable to manufacturer, according to ASTM D4259. Abrade surface to profile equal to International Concrete Repair Institutes CSP 3. Do not acid etch.
  - 1. Remove grease, oil, paints, and other penetrating contaminants from concrete.
  - 2. Remove concrete fins, ridges, and other projections.
  - 3. Remove laitance, glaze, efflorescence, curing compounds, concrete hardeners, form-release agents, and other incompatible materials that might affect coating adhesion.
  - 4. Remove remaining loose material to provide a sound surface, and clean surfaces according to ASTM D4258.
  - 5. Patch holes and cracks in concrete slab with repair material approved by deck coating manufacturer before installation.
- F. Metal Surfaces:
  - 1. Remove dust, debris, and other contaminants from vent, drain pipe, and post penetrations; reglets and other metal surfaces. Clean surfaces to bright metal and prime with sealant primer. Provide cant with deep joint sealant to eliminate 90-degree angles.
  - 2. Detail cant with primer and base coat per manufacturer requirements prior to application of deck coating system.

### 3.3 TERMINATIONS AND PENETRATIONS

- A. Prepare vertical and horizontal surfaces at terminations and penetrations through traffic coatings and at expansion joints, drains, and sleeves according to ASTM C1127 and manufacturer's written instructions.
- B. Provide sealant cants at penetrations and at reinforced and nonreinforced, deck-to-wall butt joints.
- C. Terminate edges of deck-to-deck expansion joints with preparatory base-coat strip.
- D. Install sheet flashings at deck-to-wall expansion and dynamic joints, and bond to deck and wall substrates according to manufacturer's written recommendations.

### 3.4 JOINT AND CRACK TREATMENT

- A. Prepare, treat, rout, and fill joints and cracks in substrates according to ASTM C1127 and manufacturer's written recommendations. Before coating surfaces, remove dust and dirt from joints and cracks according to ASTM D4258.
  - 1. Comply with recommendations in ASTM C1193 for joint-sealant installation.
- B. Apply reinforcing strip in traffic-coating system where recommended in writing by traffic-coating manufacturer.

### 3.5 TRAFFIC-COATING APPLICATION

- A. Apply traffic coating according to ASTM C1127 and manufacturer's written instructions.
- B. Apply coats of specified compositions for each type of traffic coating at locations as indicated on Drawings.
- C. Start traffic-coating application in presence of manufacturer's technical representative.
- D. Apply 25-30 wet mils of basecoat. Allow basecoat to dry overnight.
- E. Apply 15-20 wet mils intermediate (same product as topcoat) topcoat.
- F. Immediately broadcast 16-30 rounded silica sand aggregate to refusal into wet topcoat.
- G. Remove excess sand and apply 15 wet mils of topcoat.
- H. Immediately broadcast 16-30 rounded silica sand aggregate at rate of 10 to 15 pounds per 100 square feet into wet topcoat, immediately backroll to encapsulate. Allow to cure.
- I. Apply traffic coatings to prepared wall terminations and vertical surfaces to height indicated; omit aggregate on vertical surfaces.
- J. Cure traffic coatings. Prevent contamination and damage during coating application and curing.

### 3.6 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform the following field tests and inspections:
  - 1. Materials Testing:
    - a. Samples of material delivered to Project site shall be taken, identified, sealed, and certified in presence of Engineer and Contractor.
    - b. Testing agency shall perform tests for characteristics specified, using applicable referenced testing procedures.
    - c. Testing agency shall verify thickness of coatings during traffic-coating application for each 600 sq. ft. of installed traffic coating or part thereof.
- B. Final Traffic-Coating Inspection: Arrange for traffic-coating manufacturer's technical personnel to inspect membrane installation on completion.
  - 1. Notify Engineer or Owner 48 hours in advance of date and time of inspection.
- C. Waterproofing will be considered defective if it does not pass tests and inspections.
- D. Prepare test and inspection reports.

### 3.7 PROTECTING AND CLEANING

- A. Protect traffic coatings from damage and wear during remainder of construction period.
- B. Clean spillage and soiling from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

**END OF SECTION 071800**



## SECTION 079200 - JOINT SEALANTS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Urethane joint sealants.
- B. Related Requirements:
  - 1. Section 012200 "Unit Prices" for unit prices relating to work of this Section.
  - 2. Section 012300 "Alternates" for those alternates effecting work of this Section.

#### 1.2 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site concurrently with concrete pre-installation conference.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each joint-sealant product.
- B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified testing agency.
- B. Preconstruction Field-Adhesion-Test Reports: Indicate which sealants and joint preparation methods resulted in optimum adhesion to joint substrates based on testing specified in "Preconstruction Testing" Article.
- C. Field-Adhesion-Test Reports: For each sealant application tested.
- D. Sample Warranties: For special warranties.

#### 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An authorized representative who is trained and approved by manufacturer.
- B. Product Testing: Test joint sealants using qualified sealant manufacturer's representative.

#### 1.6 PRECONSTRUCTION TESTING

- A. Preconstruction Field-Adhesion Testing: Before installing sealants, field test their adhesion to Project joint substrates as follows:
  - 1. Locate test joints on Project as directed by Engineer.
  - 2. Conduct field tests for each kind of sealant and joint substrate.
  - 3. Notify Engineer seven days in advance of dates and times when test joints will be erected.
  - 4. Arrange for tests to take place with joint-sealant manufacturer's technical representative present.
    - a. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1.1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.
      - 1) For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
  - 5. Report whether sealant failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. For sealants that fail adhesively, retest until satisfactory adhesion is obtained.
  - 6. Evaluation of Preconstruction Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing, in absence of other indications of noncompliance with requirements, will be considered satisfactory. Do not use sealants that fail to adhere to joint substrates during testing.

## 1.7 FIELD CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
  - 1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.
  - 2. When joint substrates are wet.
  - 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
  - 4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

## 1.8 WARRANTY

- A. Special Installer's Warranty: Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
  - 1. Warranty Period: Two years from date of Substantial Completion.
- B. Special Manufacturer's Warranty: Manufacturer agrees to furnish joint sealants to repair or replace those joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
  - 1. Warranty Period: Five years from date of Substantial Completion.
- C. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:
  - 1. Movement of the structure caused by stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
  - 2. Disintegration of joint substrates from causes exceeding design specifications.
  - 3. Mechanical damage caused by individuals, tools, or other outside agents.
  - 4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

## PART 2 - PRODUCTS

### 2.1 JOINT SEALANTS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
- B. Colors of Exposed Joint Sealants: As selected by Engineer from manufacturer's full range.
- C. Keynote Designations: Refer to schedule at end of this Section for types and applicable substrates.
  - 1. Sealant: (079200.A01).
  - 2. Sealant with backer rod: (079200.A02).
  - 3. Tape Sealant (079200.A05).

### 2.2 URETHANE JOINT SEALANTS

- A. Urethane, M, NS, 50, NT: Multicomponent, nonsag, plus 50 percent and minus 50 percent movement capability nontraffic-use, urethane joint sealant; ASTM C 920, Type M, Grade NS, Class 50, Use NT.
- B. Urethane, M, P, 25, T, NT: Multicomponent, pourable, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C 920, Type M, Grade P, Class 25, Uses T and NT.

### 2.3 JOINT-SEALANT BACKING

- A. Sealant Backing Material, General: Nonstaining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.



- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

## 2.4 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
  - 1. Primer all joints indicated to receive sealant.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
  - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
  - 2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
    - a. Concrete.
    - b. Masonry.
  - 3. Remove laitance and form-release agents from concrete.
  - 4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
    - a. Metal.
    - b. Glass.
- B. Joint Priming: Prime joint substrates. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

### 3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

- C. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
  - 1. Do not leave gaps between ends of sealant backings.
  - 2. Do not stretch, twist, puncture, or tear sealant backings.
  - 3. Remove absorbent sealant backings that have become wet before sealant application, and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
  - 1. Place sealants so they directly contact and fully wet joint substrates.
  - 2. Completely fill recesses in each joint configuration.
  - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
  - 1. Remove excess sealant from surfaces adjacent to joints.
  - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
  - 3. Provide concave joint profile per Figure 8A in ASTM C 1193 unless otherwise indicated.

### 3.4 FIELD QUALITY CONTROL

- A. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:
  - 1. Extent of Testing: Test completed and cured sealant joints as follows:
    - a. Perform 10 tests for the first 500 feet of joint length for each kind of sealant and joint substrate.
    - b. Arrange for tests to take place with joint-sealant manufacturer's technical representative present.
  - 2. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.
    - a. For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
  - 3. Inspect tested joints and report on the following:
    - a. Whether sealants filled joint cavities and are free of voids.
    - b. Whether sealant dimensions and configurations comply with specified requirements.
    - c. Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. Compare these results to determine if adhesion complies with sealant manufacturer's field-adhesion hand-pull test criteria.
  - 4. Record test results in a field-adhesion-test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongations, sealant material, sealant configuration, and sealant dimensions.
  - 5. Repair sealants pulled from test area by applying new sealants following same procedures used originally to seal joints. Ensure that original sealant surfaces are clean and that new sealant contacts original sealant.
- B. Evaluation of Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

### 3.5 CLEANING

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

### 3.6 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out, remove, and repair damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

### 3.7 JOINT-SEALANT SCHEDULE

- A. Joint-Sealant Application: Exterior joints in horizontal traffic surfaces.
  - 1. Joint Locations:
    - a. Expansion, isolation and contraction joints in cast-in-place concrete walkways and sidewalks.
    - b. Joints between stairs and walkways / sidewalks.
    - c. Joints between walkways / sidewalks and vertical construction such as buildings.
    - d. Joints between different materials listed above.
  - 2. Urethane Joint Sealant: Multicomponent, pourable/nonsag, traffic grade, Class 25 or Class 50
  - 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

**END OF SECTION 079200**



# Maintenance Office Exterior Repairs

## Kansas City Kansas Public Schools

2220 N. 59th Street  
Kansas City, KS 66104

### CONSTRUCTION DOCUMENTS

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Kansas State Certificate of Authority  
Architecture # A-1104  
Structural # C-1104

hollis + miller architects  
r miller

#### INDEX OF DRAWINGS

#### NOTES

#### STATEMENT OF RESPONSIBILITY

#### DESIGN TEAM

- GENERAL**  
OCS COVER SHEET
- DEMOLITION**  
D00 LEVEL 0 - EAST  
D01 LEVEL 1  
D02 LEVEL 2 - WEST  
D03 LEVEL 1 & 2 WEST CIRCULATION
- STRUCTURAL**  
S01 GENERAL NOTES  
S02 OVERALL PLAN  
S03 LEVEL 0 - EAST  
S04 LEVEL 1  
S05 LEVEL 2  
S31 BUILDING SECTIONS  
S32 STAIR SECTIONS  
S61 SECTIONS  
S62 SECTIONS

- ALL DIMENSIONS AND ELEVATIONS OF EXISTING BUILDING ARE BASED ON EXISTING DRAWINGS AND ARE NOTED WITH ±. ALL DIMENSIONS AND ELEVATIONS ARE TO BE FIELD VERIFIED BY CONTRACTOR PRIOR TO COMMENCEMENT OF WORK.
- PRIOR TO COMMENCEMENT OF REPAIRS, CONTRACTOR TO CONDUCT FIELD INVESTIGATION OF OVERHEAD SURFACES, WALLS, AND COLUMNS TO MARK AND DOCUMENT EACH LOCATION AND EXTENT OF DELAMINATED, SPALLED, AND LOOSE CONCRETE AND ANY EXPOSED REINFORCING. OWNER AND ENGINEER OF RECORD WILL REVIEW WITH CONTRACTOR TO MAKE FINAL DETERMINATION OF WHAT TO REPAIR AND WHAT TO LEAVE IN PLACE FOR FUTURE WORK.

I HEREBY STATE THAT THE DRAWINGS INTENDED TO BE AUTHENTICATED BY MY SEAL ARE LIMITED TO THE FOLLOWING DRAWING SHEETS:

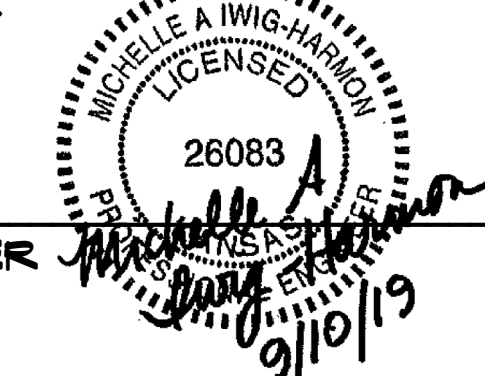
OCS, D00, D01, D02, D03, S01, S02, S03, S04, S05, S31, S32, S61, S62

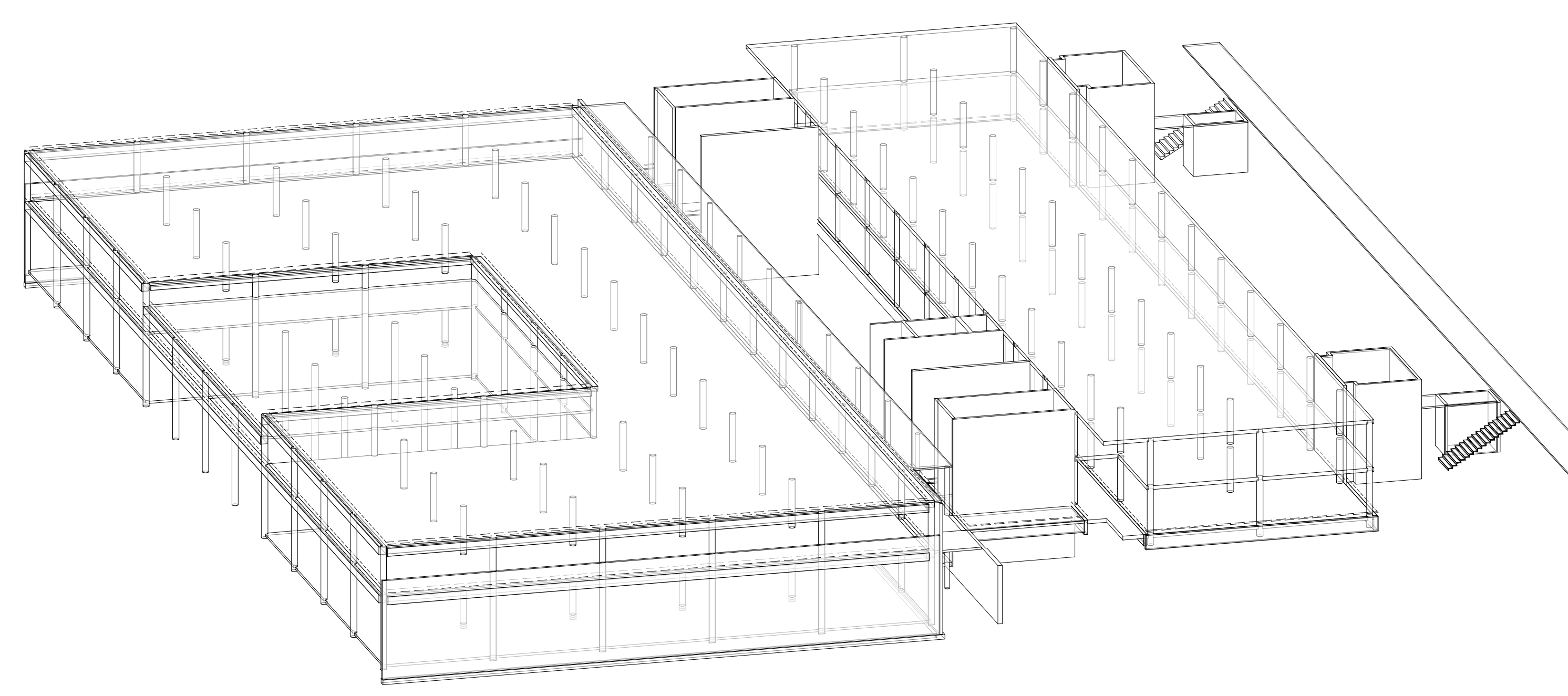
I HEREBY DISCLAIM ANY RESPONSIBILITY FOR ALL OTHER DRAWINGS, ESTIMATES, REPORTS AND OTHER DOCUMENTS OR INSTRUMENTS RELATING TO OR INTENDED TO BE USED FOR ANY PART OR PARTS OF THE ENGINEERING PROJECT OR SURVEY.

**STRUCTURAL ENGINEERS:**  
Hollis + Miller Architects  
1828 Walnut Street Ste 922  
Kansas City, MO 64108  
CONTACT: Michelle Iwig-Harmon  
PHONE: (816) 442-7700  
FAX: (816) 599-2545

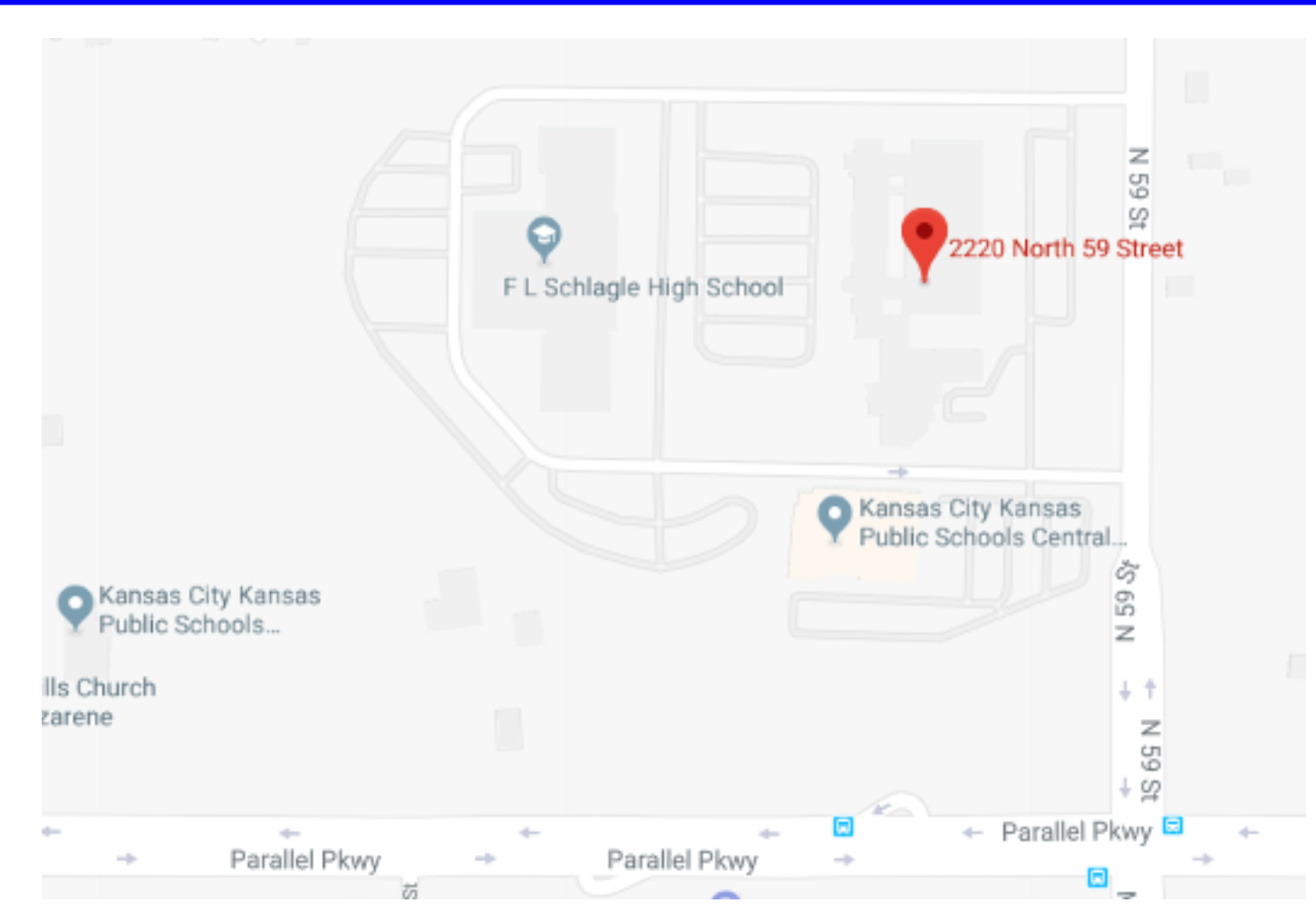
#### ALTERNATE

ALTERNATE #1: IN ADDITION TO PATCH AND REPAIR OF EXISTING PEDESTRIAN TRAFFIC COATINGS ON LEVEL 2 BETWEEN GRIDS C & D, APPLY PEDESTRIAN TRAFFIC COATINGS AT ALL REMAINING HORIZONTAL ELEVATED WALKWAY SURFACES, LEVEL 1, BETWEEN GRIDS E & F, LEVEL 1 ADJACENT TO STAIRS NEAR GRID 9 AND GRID 11; LEVEL 2, TWO AREAS WEST OF GRID A

ENGINEER  DATE \_\_\_\_\_



#### VICINITY MAP



Construction Documents

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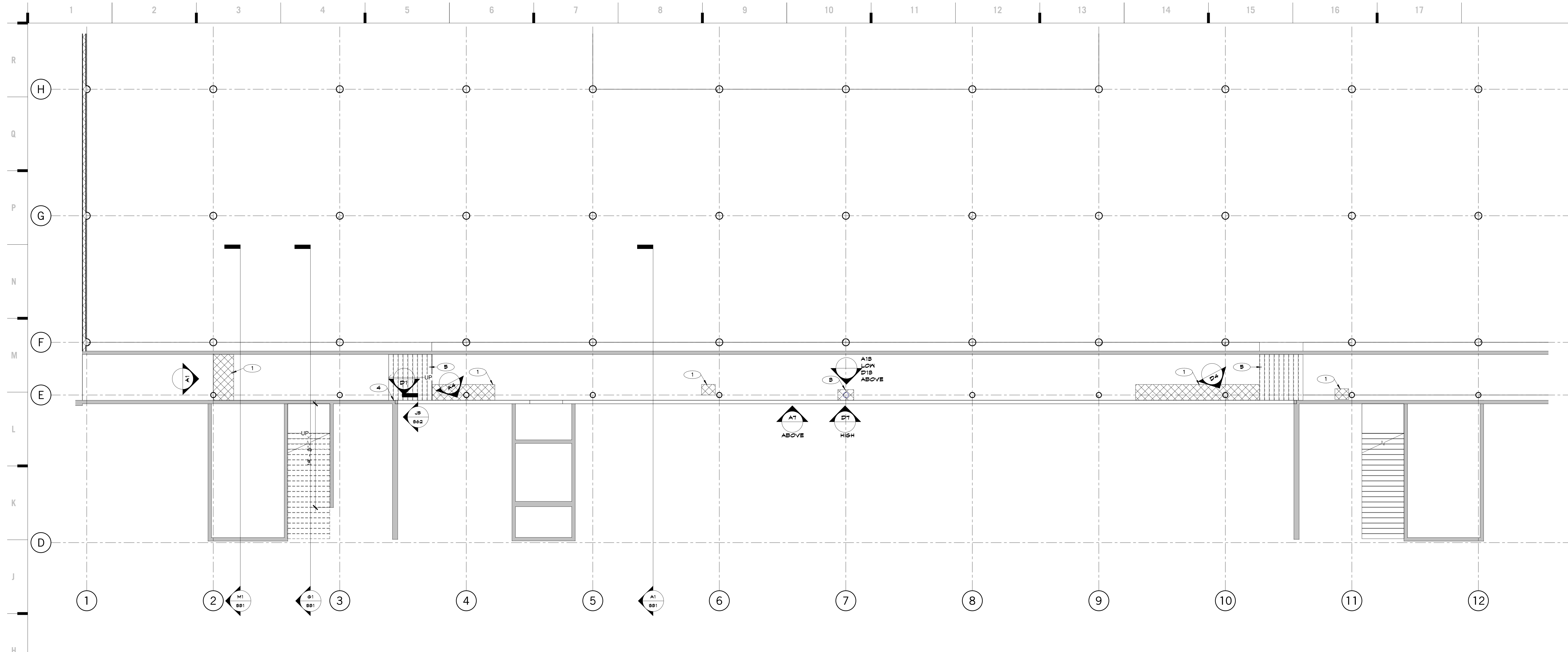
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 Kansas State Certificate of Authority  
 Architecture # A-1109  
 Structures # C-1104

**hollis + miller architects**  
**ermiller**

Construction Documents

**H1** Scale Level 0 - East  
 1/8" = 1'-0"



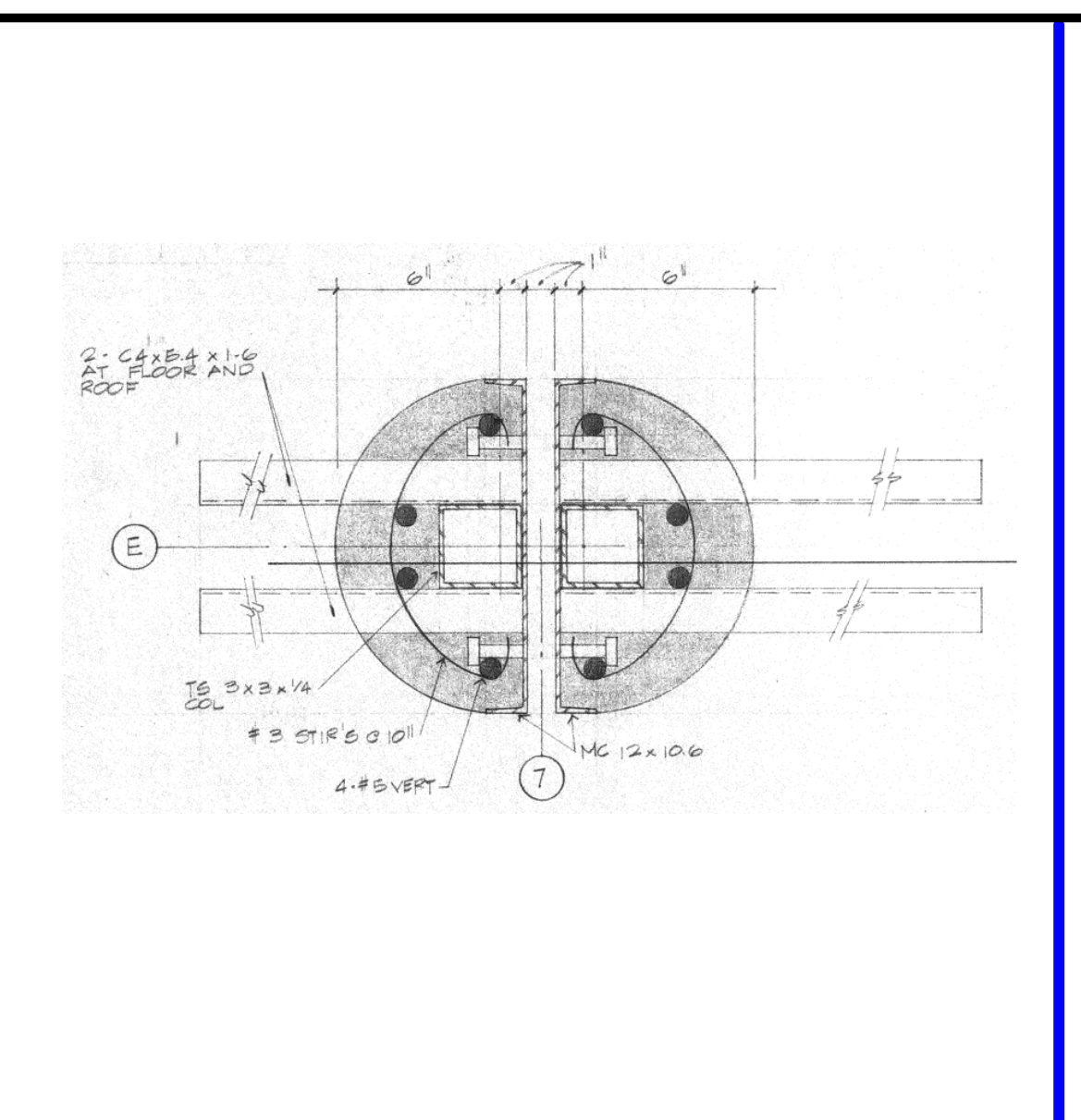
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**D4** Scale Slab on Grade  
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**D13** Scale Column @ Exp JT High  
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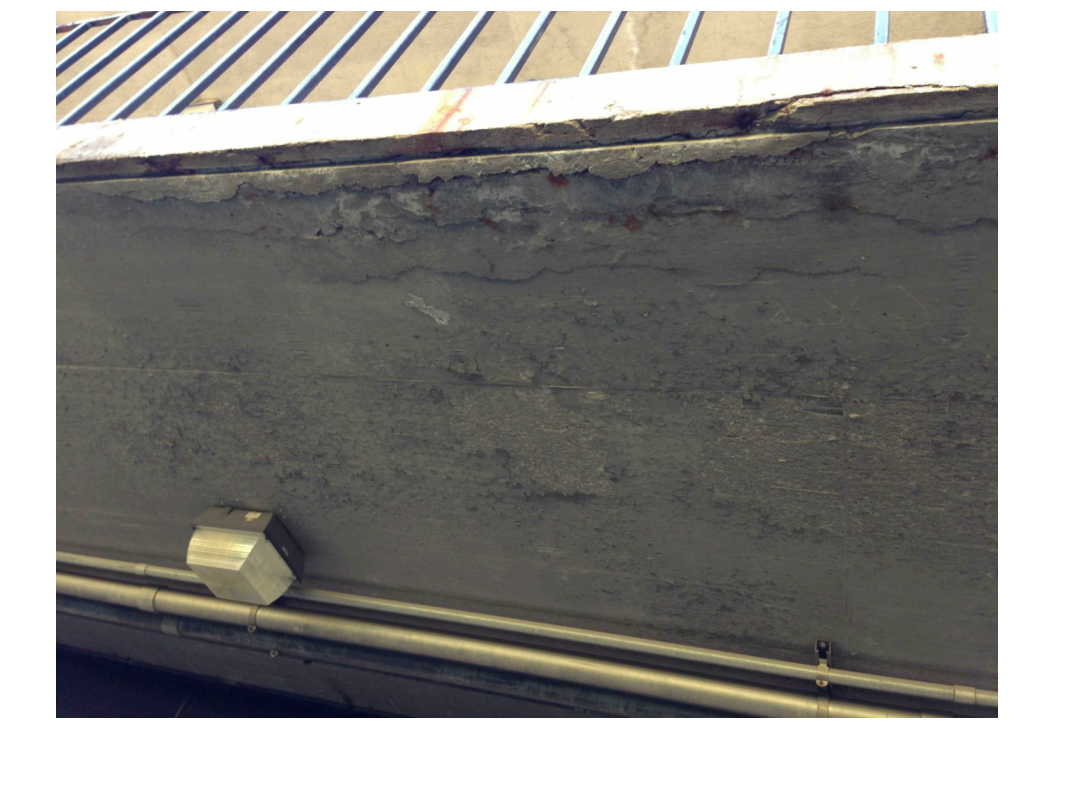
- REFERENCE NOTES**
- 1 REMOVE BROKEN AND LOOSE CONCRETE. PROTECT EXISTING REBAR. CLEAN EXPOSED REBAR TO REMOVE RUST AND SCALE. HATCHED AREAS ARE REPRESENTATIVE OF DAMAGE ONLY AND ARE NOT EXHAUSTIVE.
  - 2 REMOVE GUARDRAIL/HANDRAIL IN ITS ENTIRETY. CORE CONCRETE TO REMOVE DELAMINATED, SPALLED AND LOOSE CONCRETE. PROTECT EXISTING REBAR.
  - 3 REMOVE EXISTING CONCRETE AND STEEL COLUMN DOWN TO TOP OF FOOTING. USE A10/D00. REMOVE ENOUGH SLAB ON GRADE TO ALLOW PLACEMENT OF NEW COLUMN. REMOVE PORTION OF ELEVATED SLAB AND ROOF TO TAKE OUT ALL EMBEDDED STRUCTURAL STEEL SHOWN IN D10/D00. PROTECT EXISTING COLUMN DOWNELS IN FOOTING FOR POTENTIAL RE-USE. PROTECT SLAB AND ROOF REINFORCEMENT.
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  - 7 AT BOTTOM, EDGE AND TOP OF ELEVATED WALKWAY. REMOVE ALL ALL DELAMINATED, SPALLED AND LOOSE CONCRETE. PROTECT EXISTING REBAR. CLEAN EXPOSED REBAR TO REMOVE RUST AND SCALE.
  - 8 REMOVE GUARDRAIL/HANDRAIL IN ITS ENTIRETY. REMOVE CORRODED STEEL CHANNEL OVER TO GRID 13. PROTECT PRECAST CONCRETE PLANK.
  - 9 REMOVE ELEVATED STAIR FROM LEVEL 1 TO LEVEL 2 IN ITS ENTIRETY. REMOVE BEAM INDICATED AT LEVEL 2. REMOVE PORTION OF WALL EACH SIDE AT LEVEL 1 AND 2 TO ALLOW FOR BEAM POCKETS. PROTECT WALL.
  - 10 DAMAGE IN THIS AREA AT RISK OF EXCEEDING REPAIR OPTIONS. PROVIDE ALLOWANCE TO INCLUDE FULL REMOVAL AND REPLACEMENT OF APPROXIMATELY 240 SQUARE FEET OF ELEVATED SLAB.
  - 11 REMOVE SLAB GOATING TO EXPOSE EXISTING STEEL ANGLES
  - 12 REMOVE ELEVATED WALKWAY, GUARDRAIL AND 2'-0" ± OF SUPPORT WALLS DOWN TO GOLD JOINT SHOWN IN D7/D00
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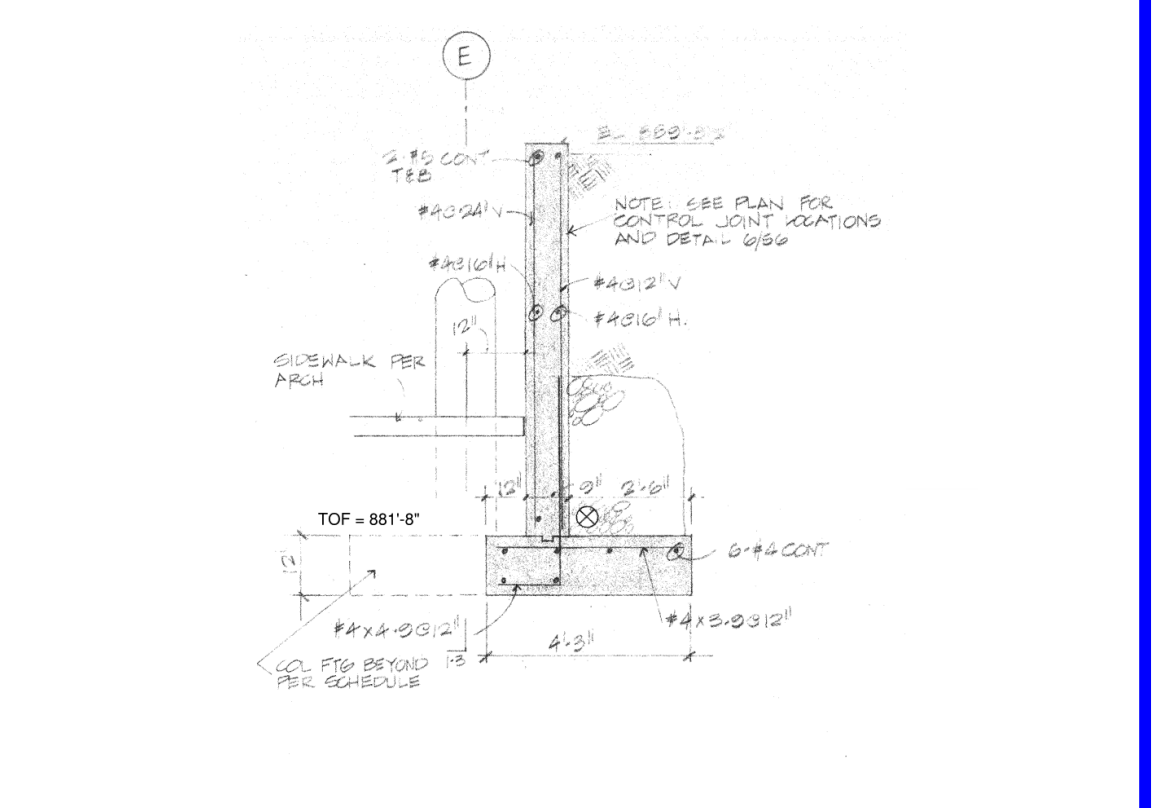
**A1** Scale Slab on Grade  
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**A4** Scale Slab on Grade  
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**A7** Scale Bottom of Elevated Walkway  
 No Scale



**A10** Scale Existing Foundation Section  
 No Scale



**A13** Scale Column @ Exp JT Low  
 No Scale

- PLAN NOTES**
- A CLEAN ALL EXPOSED REBAR TO REMOVE RUST AND SCALE

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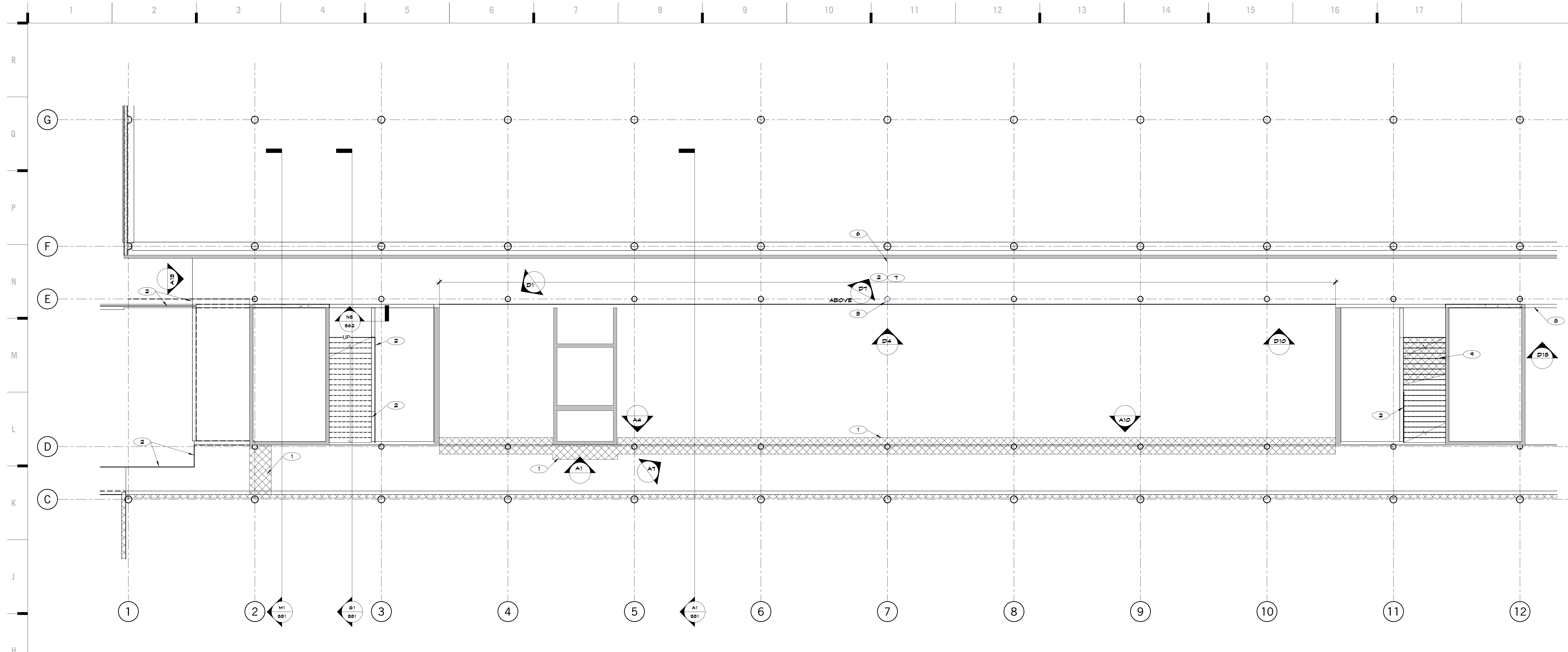
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 DATE: 09.10.2019

**DOO**



**H1** Scale 1/8" = 1'-0" Level 1 - West



**D1** Scale No Scale Concrete Column



**D4** Scale No Scale Column @ Expansion JT



**D7** Scale No Scale Bottom of Roof Slab @ Exp JT



**D10** Scale No Scale Elevated Walkway & Guardrail



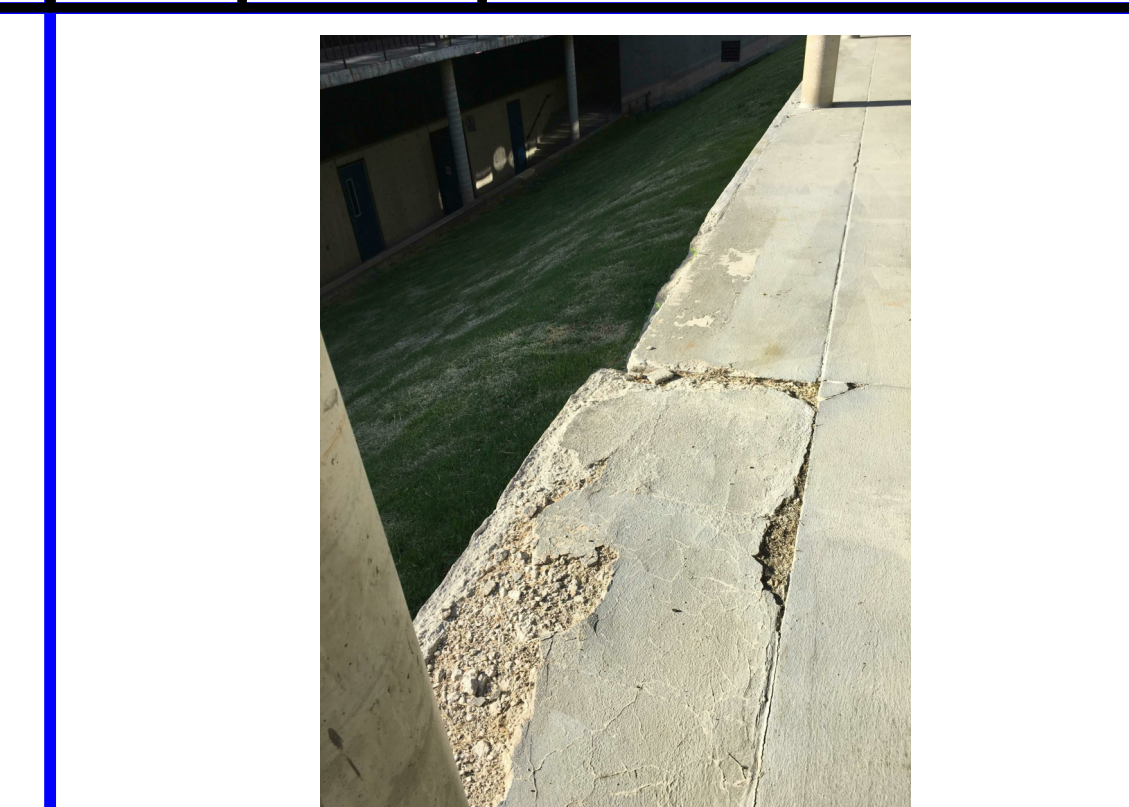
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**A1** Scale No Scale Slab on Grade



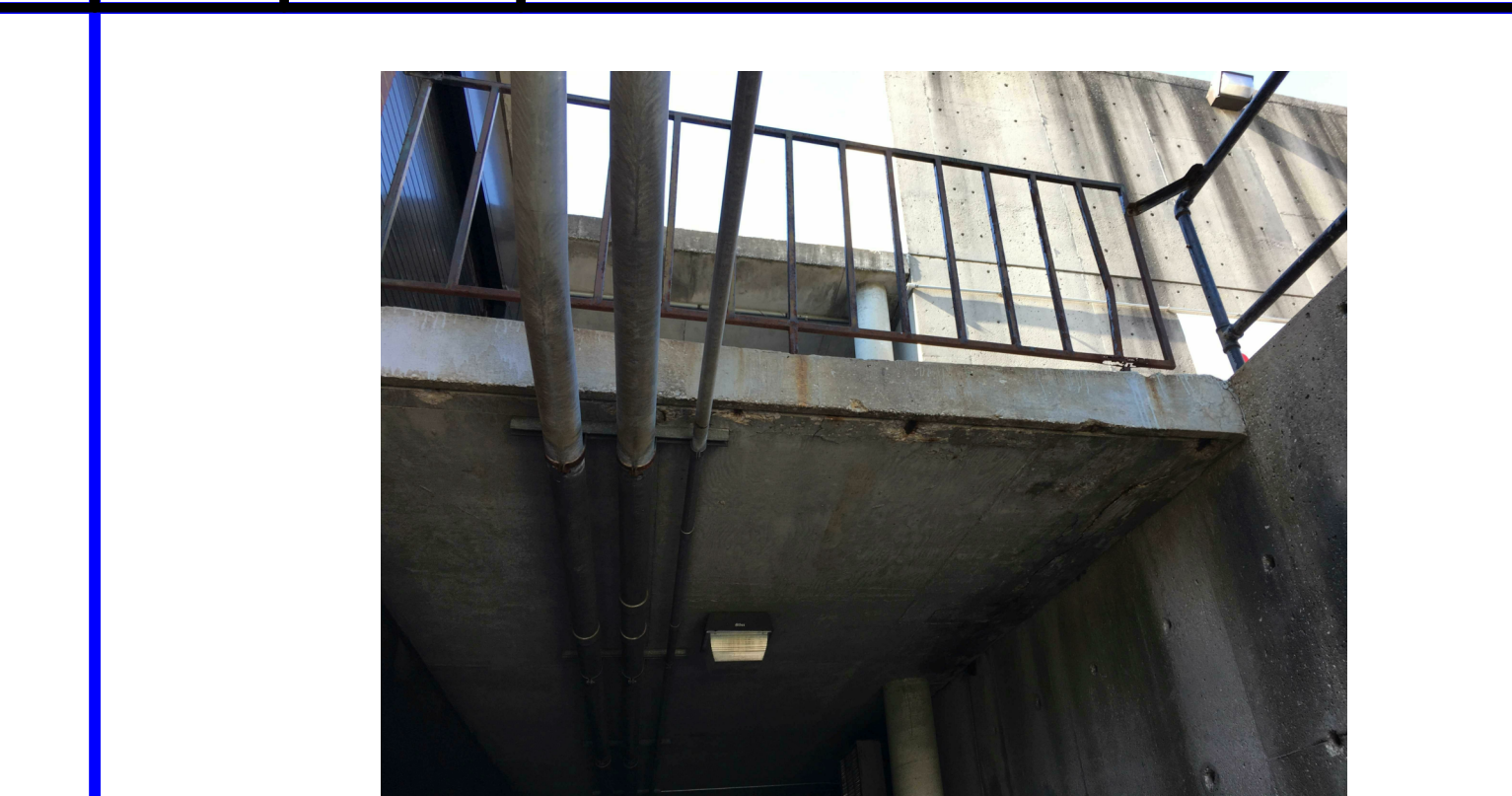
**A4** Scale No Scale Edge of Slab @ Grade Beam



**A7** Scale No Scale Slab on Grade



**A10** Scale No Scale Slab on Grade



**A13** Scale No Scale Elevated Walkway & Guardrail

**REFERENCE NOTES**

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- 12 REMOVE ELEVATED WALKWAY, GUARDRAIL AND 2'-0" ± OF SUPPORT WALLS DOWN TO COLD JOINT SHOWN IN D1/D00
- 13 PROTECT EXISTING CONCRETE SEATS
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**PLAN NOTES**

- A CLEAN ALL EXPOSED REBAR TO REMOVE RUST AND SCALE

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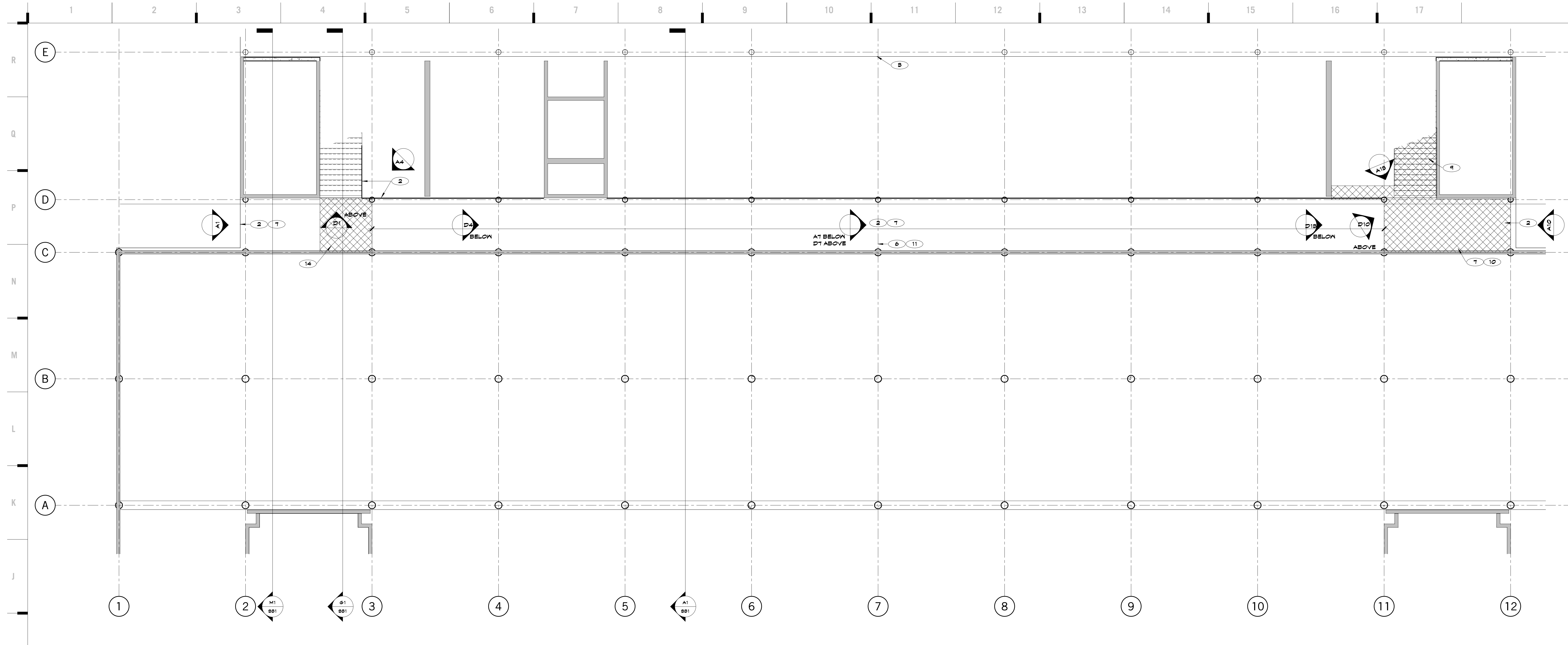
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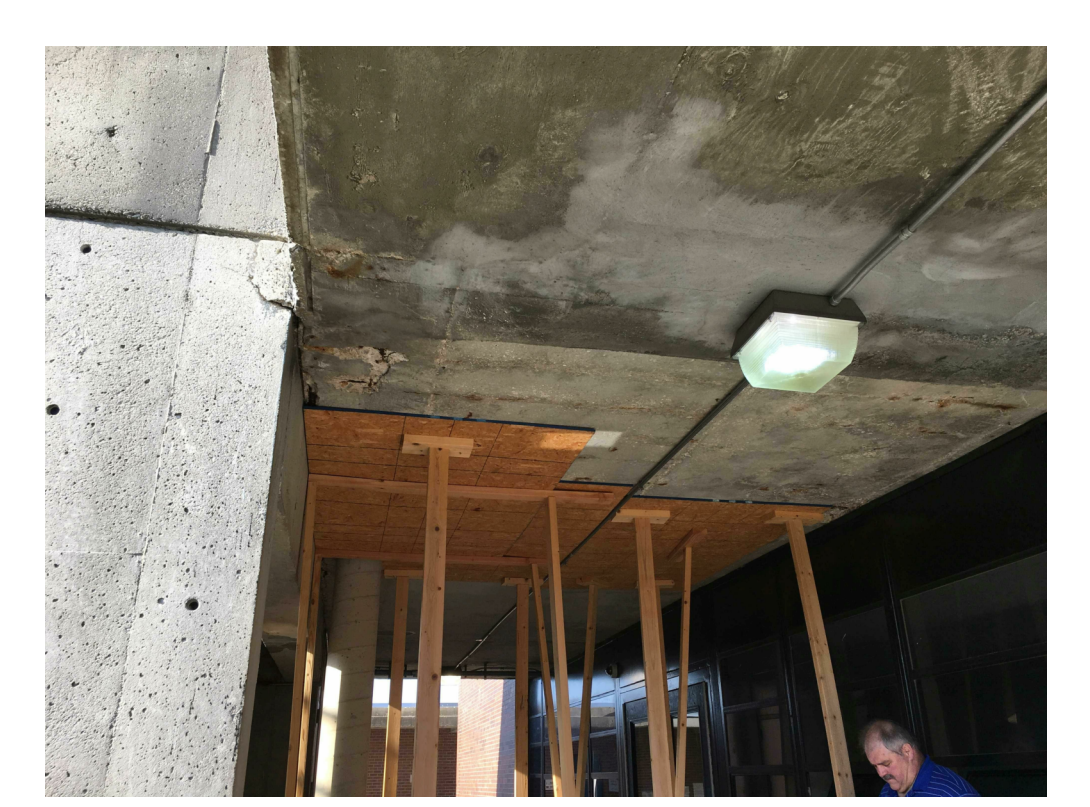
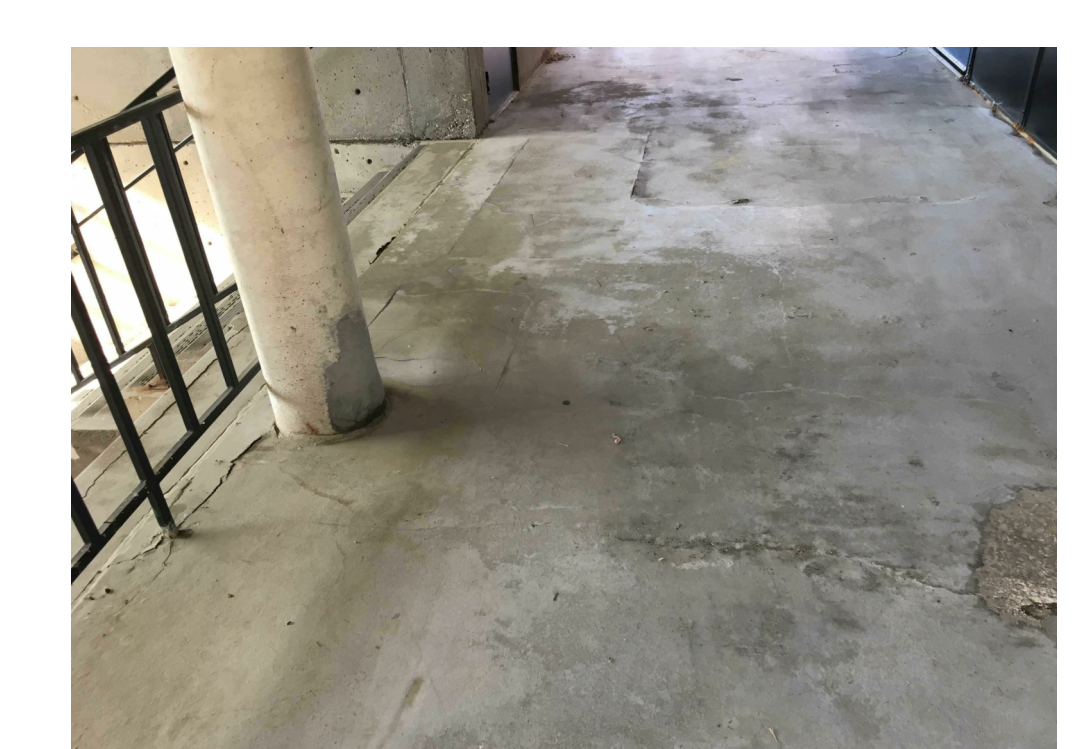
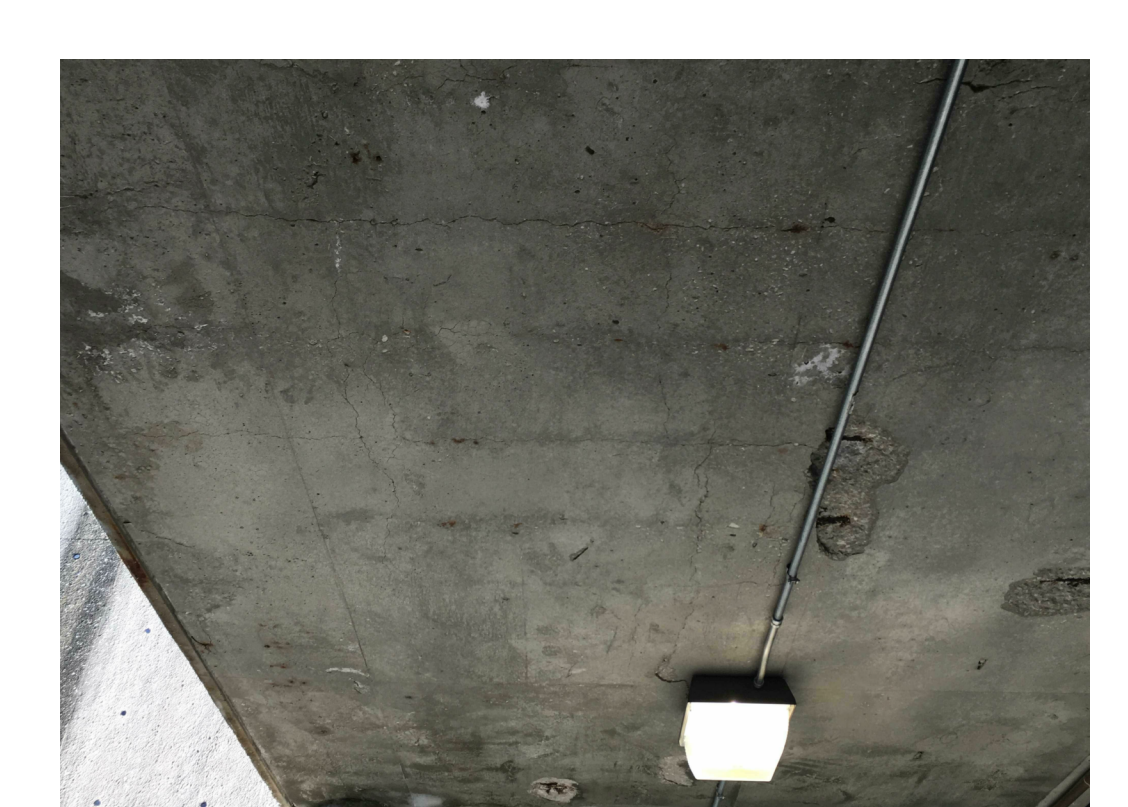


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**D01**



**H1** Scale 1/8" = 1'-0" Level 2 - West



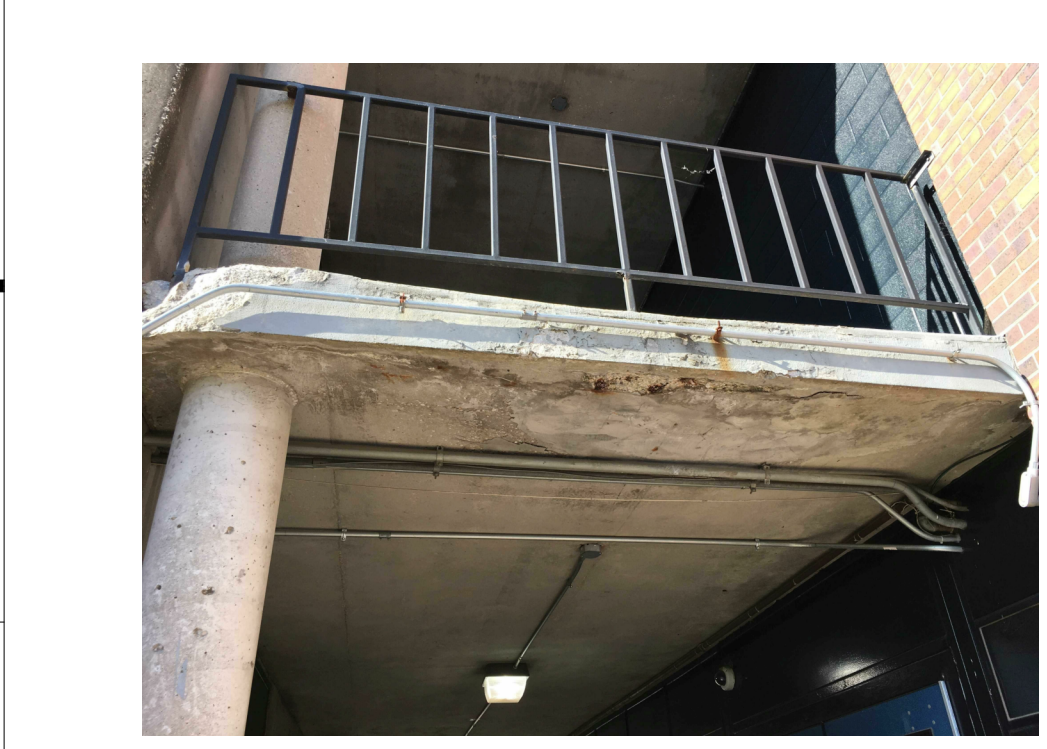
**D1** Scale No Scale Top of Elevated Walkway

**D4** Scale No Scale Bottom of Elevated Walkway

**D7** Scale No Scale Top of Elevated Walkway Exp JT

**D10** Scale No Scale Top of Elevated Walkway

**D13** Scale No Scale Bottom of Elevated Walkway



**A1** Scale No Scale Elevated Walkway & Guardrail

**A4** Scale No Scale Elevated Stair & Guardrail

**A7** Scale No Scale Bot of Elevated Walkway Exp JT

**A10** Scale No Scale Elevated Walkway & Guardrail

**A13** Scale No Scale Elevated Stair & Guardrail

**REFERENCE NOTES**

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- 9 REMOVE ELEVATED STAIR FROM LEVEL 1 TO LEVEL 2 IN ITS ENTIRETY. REMOVE BEAM INDICATED AT LEVEL 2. REMOVE PORTION OF WALL EACH SIDE AT LEVEL 1 AND 2 TO ALLOW FOR BEAM POKKETS. PROTECT WALL REINFORCEMENT.
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**PLAN NOTES**

- A CLEAN ALL EXPOSED REBAR TO REMOVE RUST AND SCALE.

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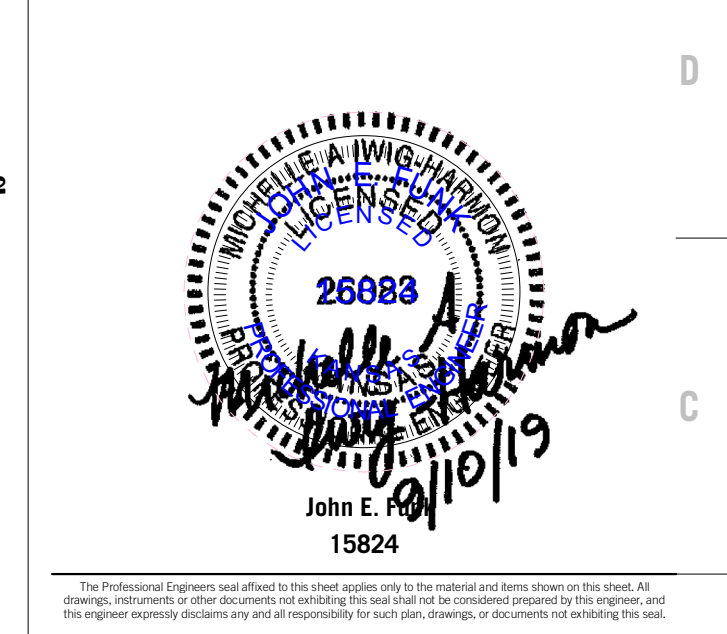
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**Maintenance Office Exterior Repairs**  
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 2220 N. 59th Street  
 Kansas City, KS 66104

REVISIONS:

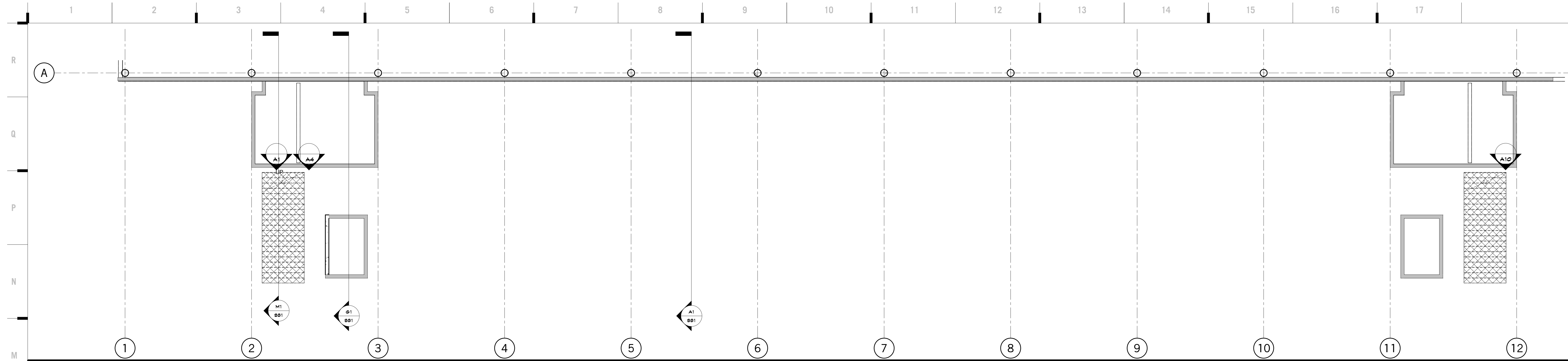
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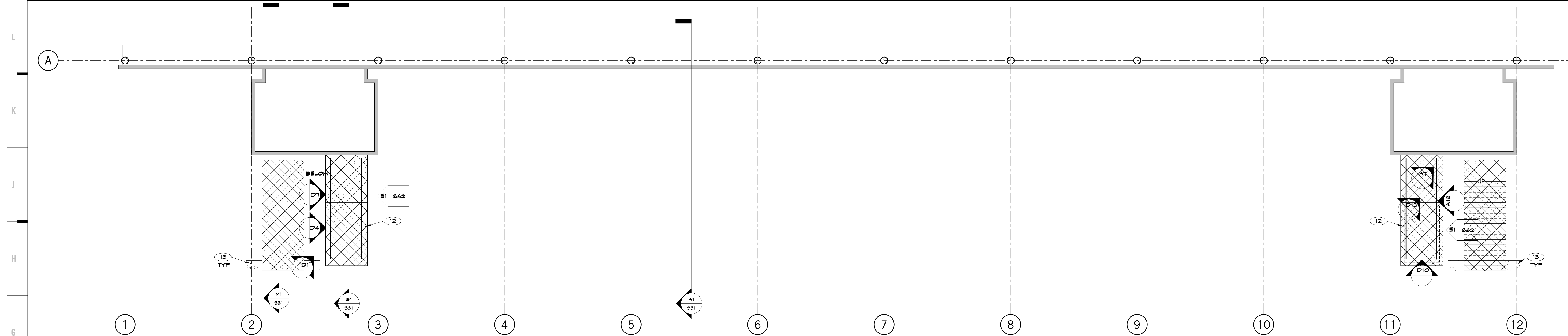
JOB NO: 18002.00  
 DRAWN BY: TJS  
 CHECKED BY: MAI  
 DATE: 09.10.2019

**D02**

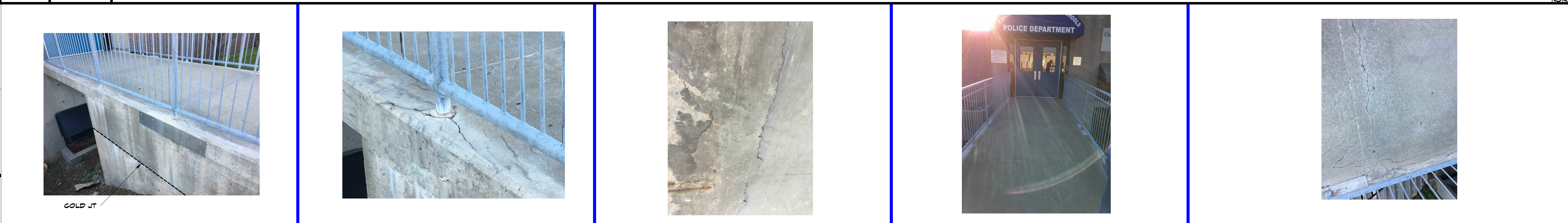




**M1** Scale 1/8" = 1'-0" Level 1 - West Circulation



**G1** Scale 1/8" = 1'-0" Level 2 - West Circulation



<b>D1</b> Scale No Scale Pedestrian Bridge	<b>D4</b> Scale No Scale Pedestrian Bridge Guardrail Post	<b>D7</b> Scale No Scale Bottom of Pedestrian Bridge	<b>D10</b> Scale No Scale Pedestrian Bridge	<b>D13</b> Scale No Scale Top of Pedestrian Bridge
<b>A1</b> Scale No Scale Existing Stair on Grade	<b>A4</b> Scale No Scale Existing Stair & Bridge	<b>A7</b> Scale No Scale	<b>A10</b> Scale No Scale Existing Stair on Grade	<b>A13</b> Scale No Scale Pedestrian Bridge & Guardrail

- REFERENCE NOTES**
- REMOVE BROKEN AND LOOSE CONCRETE. PROTECT EXISTING REBAR. CLEAN EXPOSED REBAR TO REMOVE RUST AND SCALE. HATCHED AREAS ARE REPRESENTATIVE OF DAMAGE ONLY AND ARE NOT EXHAUSTIVE.
  - REMOVE GUARDRAIL / HANDRAIL IN ITS ENTIRETY. CORE CONCRETE TO REMOVE EMBEDDED PORTION. REMOVE ALL DELAMINATED, SPALLED AND LOOSE CONCRETE. PROTECT EXISTING REBAR.
  - REMOVE EXISTING CONCRETE AND STEEL COLUMN DOWN TO TOP OF FOOTINGS. SEE A10/D00. REMOVE ENOUGH SLAB ON GRADE TO ALLOW PLACEMENT OF NEW COLUMNS. REMOVE PORTION OF ELEVATED SLAB AND ROOF TO TAKE OUT ALL EMBEDDED STRUCTURAL STEEL SHOWN IN D10/D00. PROTECT EXISTING COLUMN DOWNELS IN FOOTING FOR POTENTIAL REUSE. PROTECT SLAB AND ROOF REINFORCEMENT.
  - REMOVE BROKEN HANDRAIL
  - REPAIR OF ON GRADE STAIRS N/C
  - REMOVE RUST AND SCALE FROM EXPOSED STEEL ANGLE
  - AT BOTTOM, EDGE AND TOP OF ELEVATED WALKWAY, REMOVE ALL ALL DELAMINATED, SPALLED AND LOOSE CONCRETE. PROTECT EXISTING REBAR. CLEAN EXPOSED REBAR TO REMOVE RUST AND SCALE
  - REMOVE GUARDRAIL / HANDRAIL IN ITS ENTIRETY. REMOVE CORRODED STEEL CHANNEL OVER TO GRID 19. PROTECT PRECAST CONCRETE PLANK
  - REMOVE ELEVATED STAIR FROM LEVEL 1 TO LEVEL 2 IN ITS ENTIRETY. REMOVE BEAM INDICATED AT LEVEL 2. REMOVE PORTION OF WALL EACH SIDE AT LEVEL 1 AND 2 TO ALLOW FOR BEAM POCKETS. PROTECT WALL REINFORCEMENT
  - DAMAGE IN THIS AREA AT RISK OF EXCEEDING REPAIR OPTIONS. PROVIDE ALLOWANCE TO INCLUDE FULL REMOVAL AND REPLACEMENT OF APPROXIMATELY 240 SQUARE FEET OF ELEVATED SLAB.
  - REMOVE SLAB COATING TO EXPOSE EXISTING STEEL ANGLES
  - REMOVE ELEVATED WALKWAY, GUARDRAIL AND 2'-0" ± OF SUPPORT WALLS DOWN TO GOLD JOINT SHOWN IN D1/D00
  - PROTECT EXISTING CONCRETE BEATS
  - REMOVE PEDESTRIAN TRAFFIC COATING TO EXPOSE EXISTING CONCRETE. REMOVE ALL DELAMINATED, SPALLED LOOSE CONCRETE. CLEAN ANY EXPOSED REBAR TO REMOVE RUST AND SCALE

**PLAN NOTES**

(A) CLEAN ALL EXPOSED REBAR TO REMOVE RUST AND SCALE

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 Hollis + Miller Architects  
 Kansas State Certificate of Authority  
 Architecture # A-1109  
 Architecture # C-1104

**hollis + miller architects**

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Construction Documents

REVISIONS:

#	Description	Date

**D03**

15824

JOE NO: 18002.00  
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	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
R	<b>A. Building Code</b> 1. The design and construction shall conform to the 2012 International Building Code (IBC) as amended by the City of Kansas City, Kansas.				<b>B. Design Loads</b> 1. This project is designed to resist the most critical loads resulting from the basic load combinations outlined in section 1603 of the code. 2. <b>Dead Loads</b> a. Total service roof dead load: 125 psf b. Total service floor dead load: 120 psf. 3. <b>Live Loads</b> a. <b>Code Loads</b> 1. Roof 30 psf 2. Floor 100psf 3. Corridors, Stairs and Exits 100 psf b. Live load reduction has not been utilized. 4. Snow - The snow load is in accordance with ASCE 7-10 with the following criteria: a. Ground snow load ps=20 psf b. Flat snow load pf=14 psf c. Exposure factor Es=1.0 d. Importance factor I=1.0 e. Thermal factor Ct=1.0				<b>G. Miscellaneous</b> 1. Site visits will be made by representatives of Hollis and Miller Architects in order to establish the general conformance of the construction to the contract documents. Observations by the Engineer shall not be considered inspections and in no way relieves the Contractor of any requirements of the contract documents. 2. Stability of the structure during construction, including load bearing and non-load bearing masonry walls, is the responsibility of the Contractor. The Engineer is responsible for the stability of the completed structure only. 3. Conflict between drawings shall be brought to the attention of the Engineer immediately. When conflicts occur between the drawings and the specifications, the strictest interpretation shall govern. 4. The Engineer shall not be in control of, have charge of, or be responsible for the construction means and methods. The contractor is solely responsible for all construction means, methods, procedures, techniques and job sequence. 5. Typical details are intended to represent typical conditions for the entire project. Typical details may or may not be indicated on plans. 6. All existing field and building conditions shall be verified by the Contractor before any other work shall begin. Coordinate with Engineer of Record regarding any discrepancy with existing building dimensions. 7. <b>Submittals</b> a. Submittals are to be based upon the latest submitted contract documents. This includes all addendums, Architectural Supplemental Instructions (ASIs) and Structural Supplemental Drawings (SSDs) and Requests for Information (RFIs). b. Submittals shall be original documents. Shop drawings shall not be a duplication, in any way, of the contract documents. This includes, but is not limited to, photocopies, electronic drawing copying or electronic scanning. Any submitted shop drawing that is not original will be rejected and returned without review. c. Prior to submission of the submittals to the Engineer, the Contractor shall review the shop drawings for conformance to the means, methods, techniques, sequences and operations of construction. The Contractor's review stamp shall be affixed to all shop drawings prior to Structural Engineer review. Shop drawings not bearing the contractor's review stamp will be returned without review. d. <b>Submittals - Provide the following submittals for review:</b> 1. Concrete Mix Design and Materials 2. Concrete Reinforcing 3. Embedded items (plates, angles, etc.) 4. Shoring 5. Guardrails/Handrails e. Substitutions are allowed prior to bid only. Reference the specifications for timing of submission. <b>H. Special Inspections (based on 2012 IBC, Chapter 1704)</b> 1. Special inspection reports shall be submitted to the Building Official, Owner, Architect, Engineer, Contractor, Sub-Contractor and any other pertinent entity in a timely manner. 2. All discrepancies found by the special inspector shall immediately be brought to the attention of the general contractor and corrected. If the contractor is unable to correct the discrepancy, the special inspector shall notify the Engineer. 3. Upon completion of the project, the special inspector shall submit a final report delineating that the work was, to the best of the inspector's knowledge, completed in conformance with the approved contract documents and applicable building code. 4. The Owner shall retain special inspection services for the items listed below. The Contractor shall provide light general labor as required to assist with special inspections. <b>I. Foundations</b> a. Bearing capacity b. Bearing elevation <b>J. Concrete</b> a. Reinforcing steel placement b. Embedded items in concrete c. Verification of use of required design mixture d. Concrete placement technique e. Sampling of fresh concrete f. Curing procedures and maintenance of curing temperature <b>K. Steel</b> a. Periodic 1. Single-pass fillet welds not exceeding 5/16 inch in size. 2. Welding of railing systems 3. High strength bolts b. Continuous 1. All other welding not covered in periodic inspections. b. Post installed Anchors								
Q	<b>C. Foundations</b> 1. Spread Footings and Grade Beams a. All shallow Foundations have been designed to bear on undisturbed soil or engineered fill for an assumed net allowable bearing pressure of 3500 psf as indicated on existing drawings 2. All structural concrete utilized for the purpose of retaining soil shall attain full design strength prior to any backfill being placed against the concrete.																
P	<b>D. Concrete</b> 1. All concrete and reinforcing details shall conform to ACI 318-11 and CRSI 'Manual of Standard Practice' 2. Strength - All areas shall have a minimum 28 day compressive strength, 4500 psi 3. No water may be added to the concrete mix on the job site unless specifically withheld at the batch plant. The workability should be attained through the use of water-reducing agents and/or super-plasticizing chemical admixtures. 4. <b>Reinforcing</b> a. <b>Grade</b> 1. Typical reinforcing ASTM A615, Grade 60 2. Epoxy coated reinforcing ASTM A615, Grade 60 b. Lap splices and development lengths in reinforcement shall be 40 bar diameters unless indicated elsewhere in the drawings and specifications. Lap welded wire reinforcing one full mesh space plus 2 inches. c. <b>Epoxy Coated Welded Wire Reinforcing</b> ASTM A654 1. All welded wire reinforcing for slab on grade shall be supported on metal chairs specifically designed for soil bearing conditions. Pulling reinforcing up during concrete placement is not allowed. d. All concrete shall be reinforced unless specifically identified on the drawings as unreinforced. Reinforce sections with similar conditions located elsewhere on the project. e. All synthetic fiber reinforcement shall be considered secondary reinforcing only. 5. <b>Concrete cover shall be the following:</b> a. Concrete cast against and exposed to earth 5" b. Concrete exposed to weather #8 and smaller 1 1/2" c. Concrete exposed to weather #6 and larger 2" d. Concrete not exposed to weather or earth 1. Slabs, wall and joist 3/4" 2. Beams and columns 1 1/2" 6. All openings in slabs, walls, foundations, etc. shall have an additional 2-#3's on each side, in each corner of the opening and each face of the member. Extend reinforcing 2'-6" beyond edge of opening. 7. Aluminum items shall not be embedded in concrete. 8. After exposure of existing reinforcing, contact Engineer of Record for evaluation of viability. At a minimum, all reinforcing with 20% or more loss of area to be replaced or supplemented with new reinforcing.																
N	<b>E. Structural Steel</b> 1. All steel fabrication and erection shall be in accordance with the requirements and recommendations of the American Institute of Steel Construction (AISC) Manual of Steel Construction, 14th edition 2. <b>Grade</b> a. Channels, angles and plates ASTM A58 b. Connection material ASTM A58 3. Thermal cutting is not allowed in the field.																
M	<b>F. Post installed Anchors</b> 1. All post installed anchors shall be installed per the manufacturers recommendations. a. The embedment of all post installed anchors shall be defined as the distance from the surface of the loaded material and the deepest part of the anchor. 2. All anchors shall be stainless steel.																
L																	
K																	
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F																	
E																	
D																	
C																	
B																	
A																	

### ABBREVIATIONS

<b>A</b>	
AFP	above Finish Floor
ADDL	additional
AL	alternate
ANCH	anchor
AR	anchor rod
<b>B</b>	
BUDS	building
BM	beam
BOT	bottom
BRG	bearing
BTWN	between
<b>C</b>	
C	compression
CANT	cantilever
CL	center line
CLR	clear
CIP	cast in place
CJP	control joint
COL	column
CONC	concrete
CONJ	concrete masonry unit
CONN	connection
CONST JT	construction joint
CONT	continue
<b>D</b>	
db	bar diameter
DEA	deformed bar anchor
DTL	detail
DIA	diameter
DM	dimension
DL	dead load
DN	down
DWS	drawing
DWL	dowel
<b>E</b>	
EL	seismic load
E	modulus of elasticity
EA	each
EP	each face
EXP JT	expansion joint
ELEV	elevation
ENGR	engineer
EQ	equal
EW	each way
ENBT	existing
EXT	exterior
<b>F</b>	
FB	field bend
FD	floor drain
FF	finish floor
FN	finish
FND	foundation
FLK	floor
FTG	footing
FS	far side
FV	field verify
<b>G</b>	
GA	gauge
GB	grade beam
GALV	galvanized
<b>H</b>	
HORZ	horizontal
HSA	headed stud anchor
HSS	hollow structural section
HT	height
<b>I</b>	
IF	inside face
INT	interior
<b>J</b>	
JB	joint
JT	joint
<b>K</b>	
K	kip (1000 lbs)
KBF	kips per square foot
KBI	kips per square inch
<b>L</b>	
L	angle
LL	live load
LBS	pounds
ld	development length
LL	double angle
LLBB	long leg back to back
LLH	long leg horizontal
LLV	long leg vertical
LXT	light weight
<b>M</b>	
MAX	maximum
MECH	mechanical
MEP	mechanical/electrical/plumbing
MEZZ	mezzanine
MFR	manufacturer
MIN	minimum
MIR	mirror
MISC	miscellaneous
<b>N</b>	
NIC	not in contract
NS	near side
NTS	not to scale
NWT	normal weight
<b>O</b>	
OF	outside face
OC	on center
OPNS	opening
OPP	opposite
<b>P</b>	
PAF	powder actuated fastener
PC	precast
PCF	pounds per cubic foot
PEN	penetration
P	plate
PLF	pounds per linear foot
PSF	pounds per square foot
PSI	pounds per square inch
PTL	point load
<b>R</b>	
R	radius
RE	reference
REIN	reinforcement or reinforcing
REQD	required
REV	revision
RTU	revision
S	roof top unit
<b>S</b>	
SL	snow load
SC	slip critical
SCHED	schedule
SECT	section
SHF	sheet
SM	similar
SMA	spacing
SPEC	specification
SO	square
STD	standard
STF	stiffener
STL	steel
SYM	symmetrical
<b>T</b>	
T	thickness
TRHD	tension threaded rod
TO	top of
TOC	top of concrete
TOM	top of masonry
TOB	top of steel
TOPA	top of wall
TYP	typical
<b>U</b>	
UNO	unless noted otherwise
<b>V</b>	
VAR	varies
VERT	vertical
<b>W</b>	
W	distributed load
W	with
WL	wind load
WP	work point
WT	weight
WWR	welded wire reinforcing
<b>Y</b>	
YD	cubic yard

### SCHEDULE NOTES

- BASE PLATE DETAILS PER 19/300
- ANCHOR ROD DETAILS PER A19/300

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 Architecture # A-1104  
 Structures # C-1104

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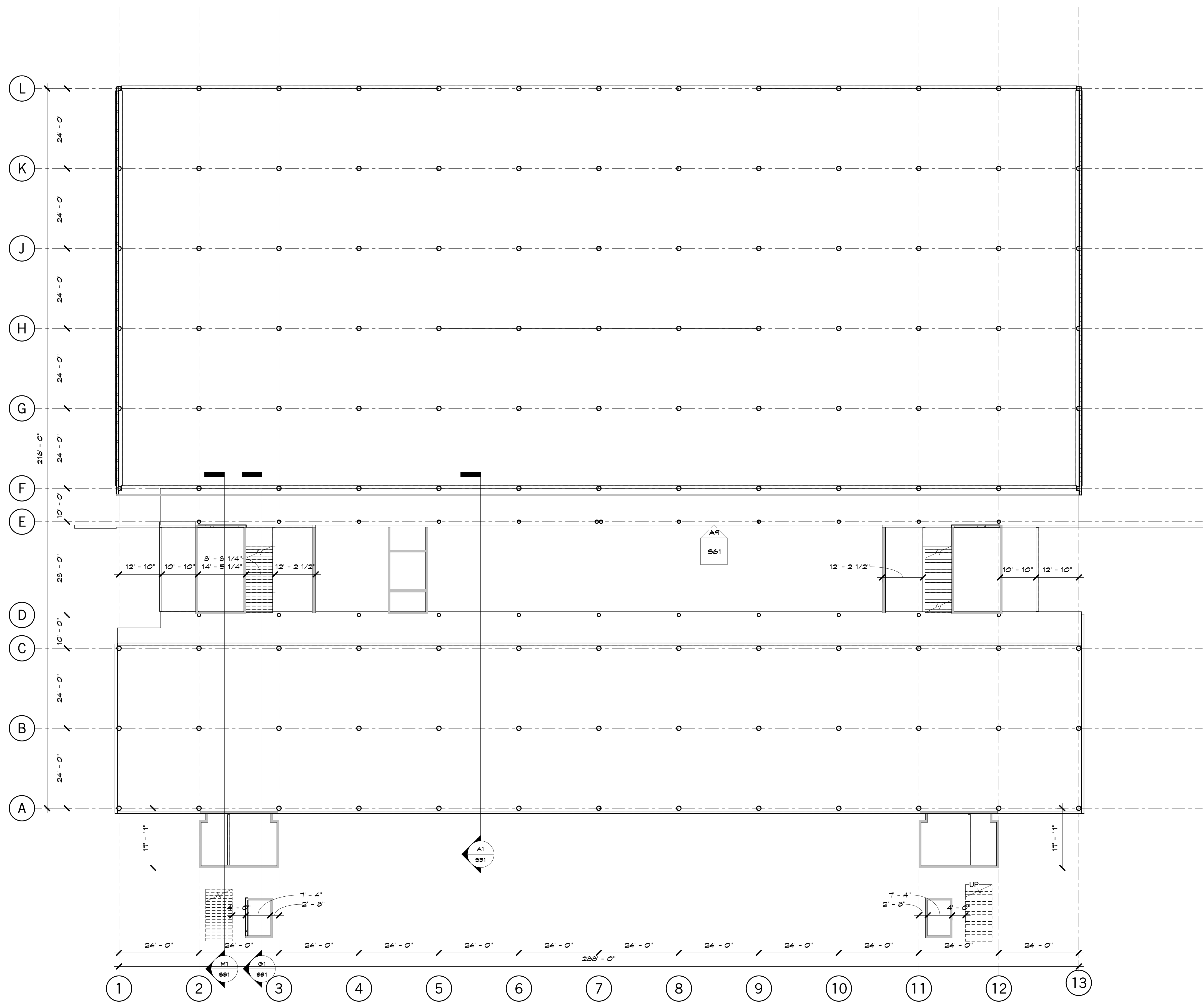
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**S01**

GENERAL NOTES

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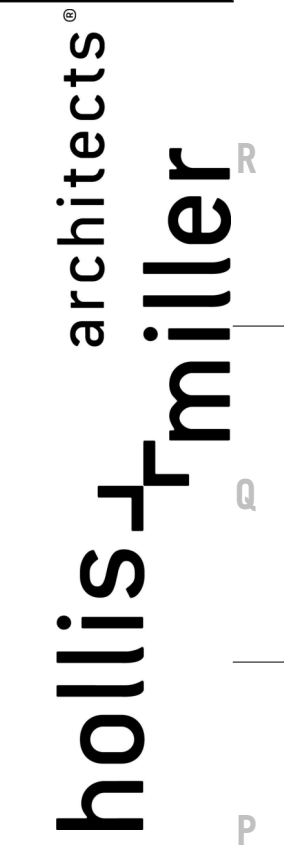
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**PLAN NOTES**

ALL DIMENSIONS SHOWN ARE BASED ON EXISTING DRAWING INFORMATION. CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS PRIOR TO ANY OTHER WORK.

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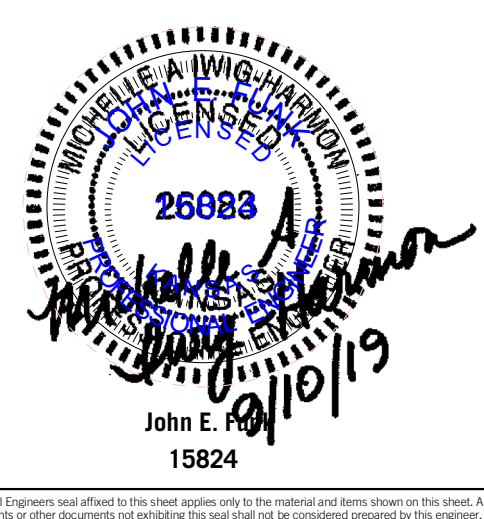
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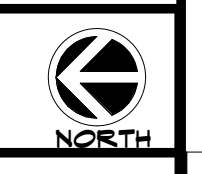
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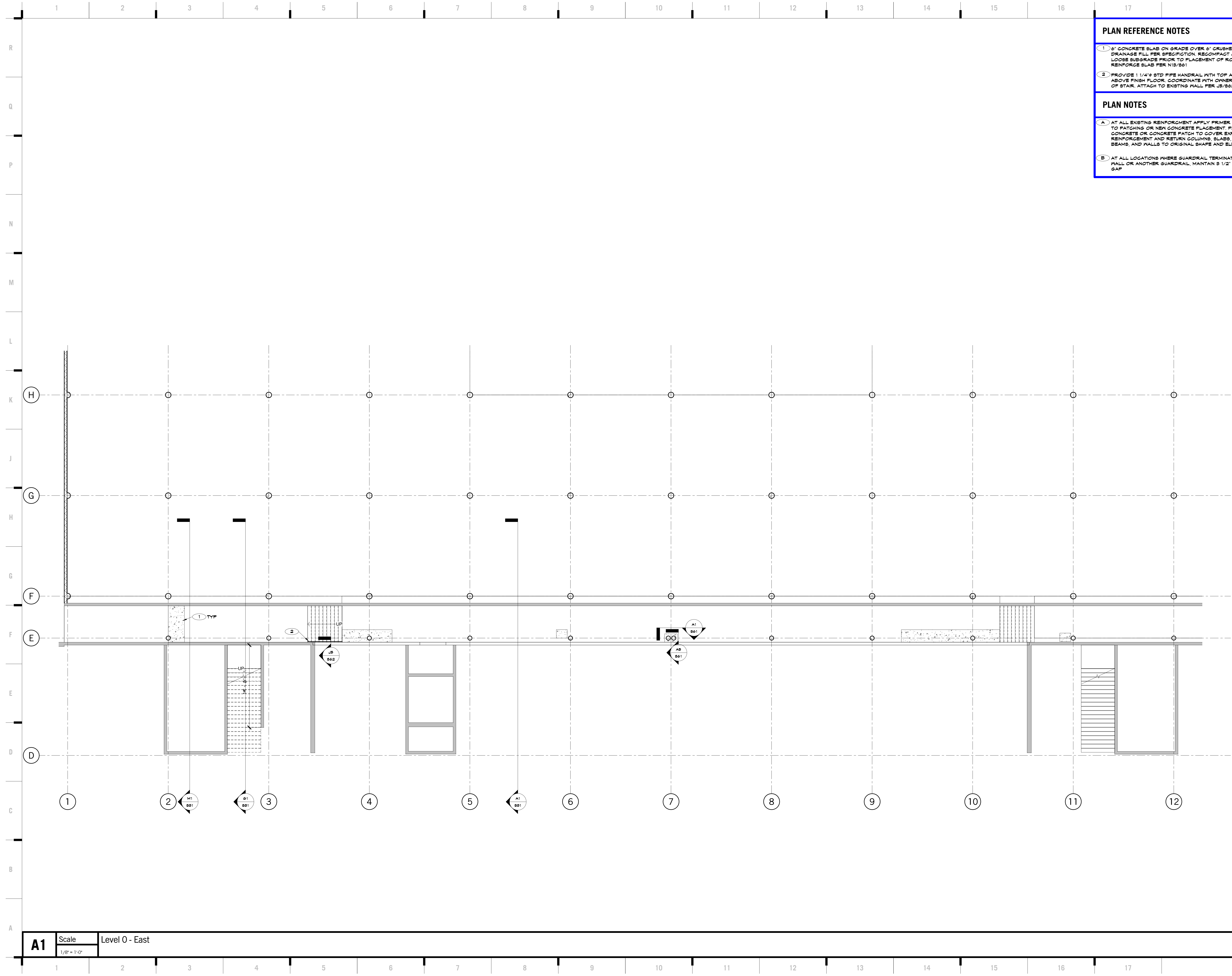


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**S02**

**A1** Scale 1/16" = 1'-0"  
 Level 1 Overall Dimension Plan





**PLAN REFERENCE NOTES**

1 6" CONCRETE SLAB ON GRADE OVER 6" CRUSHED ROCK DRAINAGE FILL PER SPECIFICATION. RECOMPACT ANY LOOSE SUBGRADE PRIOR TO PLACEMENT OF ROCK. REINFORCE SLAB PER N18/S61

2 PROVIDE 1 1/4" STD PIPE HANDRAIL WITH TOP AT 2'-10" ABOVE FINISH FLOOR. COORDINATE WITH OWNER REPAIR OF STAIR. ATTACH TO EXISTING WALL PER JB/S62

**PLAN NOTES**

A AT ALL EXISTING REINFORCEMENT APPLY PRIMER PRIOR TO PATCHING OR NEW CONCRETE PLACEMENT. PLACE CONCRETE OR CONCRETE PATCH TO COVER EXPOSED REINFORCEMENT AND RETURN COLUMNS, SLABS, STAIRS, BEAMS, AND WALLS TO ORIGINAL SHAPE AND ELEVATION

B AT ALL LOCATIONS WHERE GUARDRAIL TERMINATES AT A WALL OR ANOTHER GUARDRAIL, MAINTAIN 8 1/2" MAX GAP

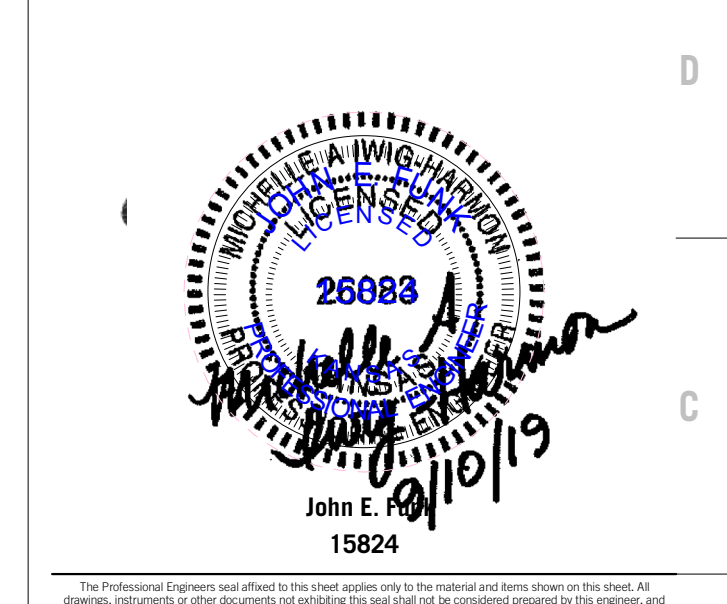
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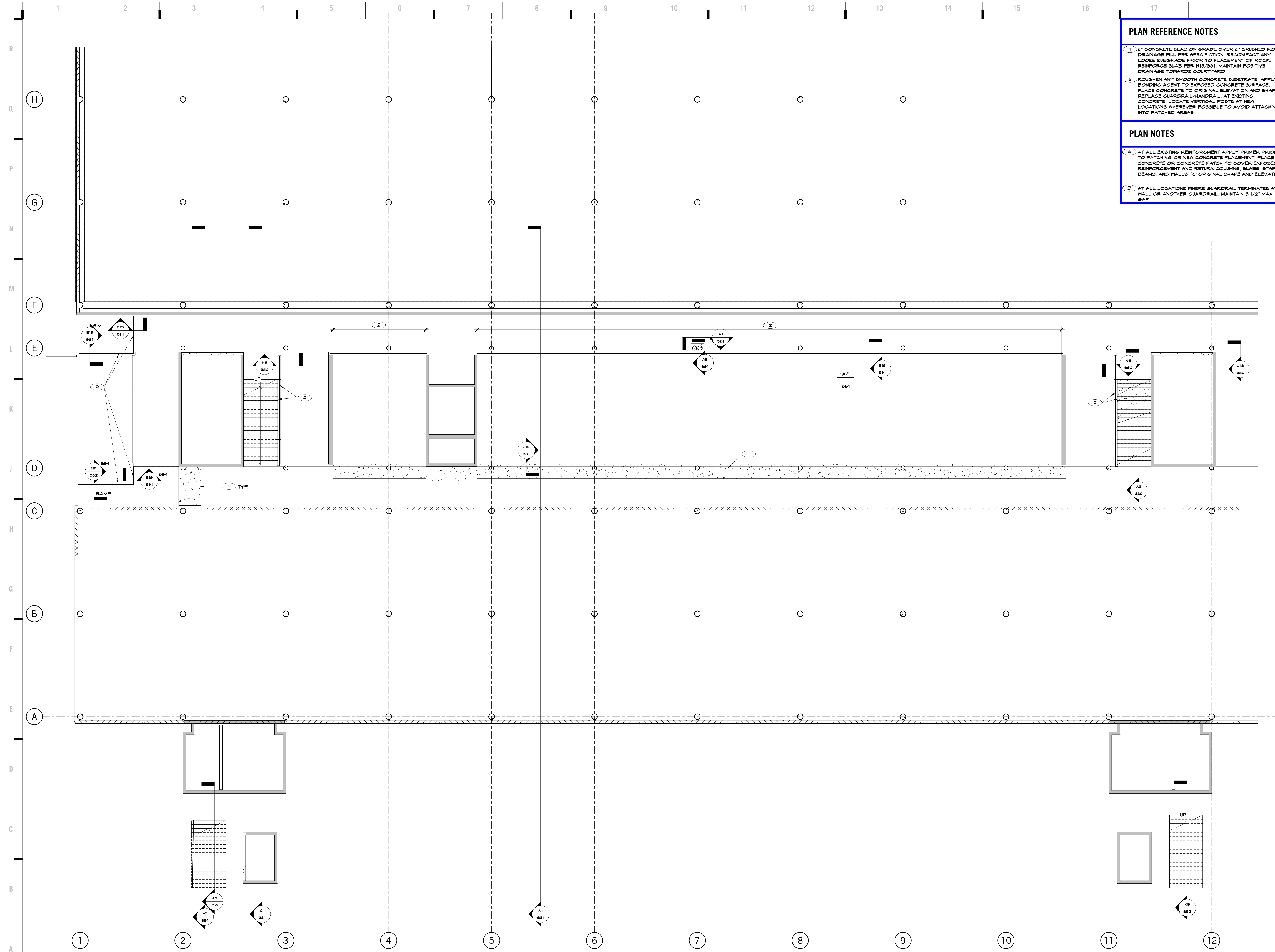
**S03**

LEVEL 0 - EAST

**A1** Scale 1/8" = 1'-0"  
Level 0 - East



9/10/2019 11:53:41 AM



**PLAN REFERENCE NOTES**

- 6" CONCRETE SLAB ON GRADE OVER 6" CRUSHED ROCK DRAINAGE FILL PER SPECIFICATION. RECOMPACT ANY LOOSE SUBGRADE PRIOR TO PLACEMENT OF ROCK. REINFORCE SLAB PER N18/S61. MAINTAIN POSITIVE DRAINAGE TOWARDS COURTYARD.
- ROUGHEN ANY SMOOTH CONCRETE SUBSTRATE. APPLY BONDING AGENT TO EXPOSED CONCRETE SURFACE. REPLACE GUARDRAIL/HANDRAIL AT EXISTING CONCRETE. LOCATE VERTICAL POSTS AT NEW LOCATIONS WHEREVER POSSIBLE TO AVOID ATTACHING INTO PATCHED AREAS.

**PLAN NOTES**

- AT ALL EXISTING REINFORCEMENT APPLY PRIMER PRIOR TO PATCHING OR NEW CONCRETE PLACEMENT. PLACE CONCRETE OR CONCRETE PATCH TO COVER EXPOSED REINFORCEMENT AND RETURN COLUMNS, SLABS, STAIRS, BEAMS, AND WALLS TO ORIGINAL SHAPE AND ELEVATION.
- AT ALL LOCATIONS WHERE GUARDRAIL TERMINATES AT A WALL OR ANOTHER GUARDRAIL, MAINTAIN 1/2" MAX GAP.

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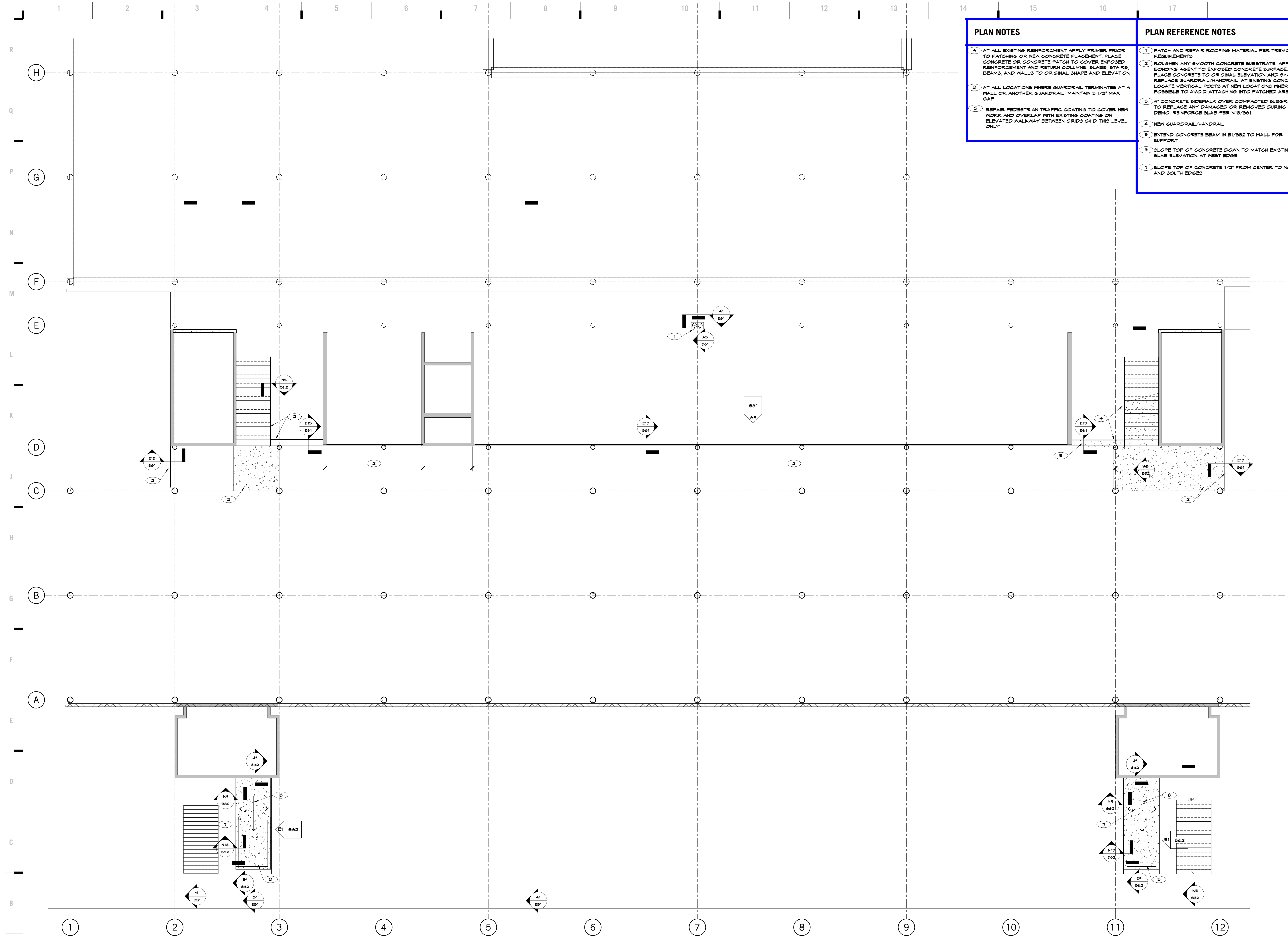
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**26883**

John E. [Signature]  
15824

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**PLAN NOTES**

- A) AT ALL EXISTING REINFORCEMENT APPLY PRIMER PRIOR TO PATCHING OR NEW CONCRETE PLACEMENT. PLACE CONCRETE OR CONCRETE PATCH TO COVER EXPOSED REINFORCEMENT AND RETURN COLUMNS, SLABS, STAIRS, BEAMS, AND WALLS TO ORIGINAL SHAPE AND ELEVATION.
- B) AT ALL LOCATIONS WHERE GUARDRAIL TERMINATES AT A WALL OR ANOTHER GUARDRAIL, MAINTAIN 3 1/2" MAX GAP.
- C) REPAIR PEDESTRIAN TRAFFIC COATING TO COVER NEW WORK AND OVERLAP WITH EXISTING COATING ON ELEVATED WALKWAY BETWEEN GRIDS G4 D THIS LEVEL ONLY.

**PLAN REFERENCE NOTES**

- 1) PATCH AND REPAIR ROOFING MATERIAL PER TREMCO REQUIREMENTS.
- 2) ROUGHEN ANY SMOOTH CONCRETE SUBSTRATE. APPLY BONDING AGENT TO EXPOSED CONCRETE SURFACE. PLACE CONCRETE TO ORIGINAL ELEVATION AND SHAPE. REPLACE GUARDRAIL/HANDRAIL AT EXISTING CONCRETE. LOCATE VERTICAL POSTS AT NEW LOCATIONS WHERE/EVER POSSIBLE TO AVOID ATTACHING INTO PATCHED AREAS.
- 3) 4" CONCRETE SIDEWALK OVER COMPACTED SUBGRADE TO REPLACE ANY DAMAGED OR REMOVED DURING DEMO. REINFORCE SLAB PER N18/S61.
- 4) NEW GUARDRAIL/HANDRAIL.
- 5) EXTEND CONCRETE BEAM IN E1/S62 TO WALL FOR SUPPORT.
- 6) SLOPE TOP OF CONCRETE DOWN TO MATCH EXISTING SLAB ELEVATION AT WEST EDGE.
- 7) SLOPE TOP OF CONCRETE 1/2" FROM CENTER TO NORTH AND SOUTH EDGES.

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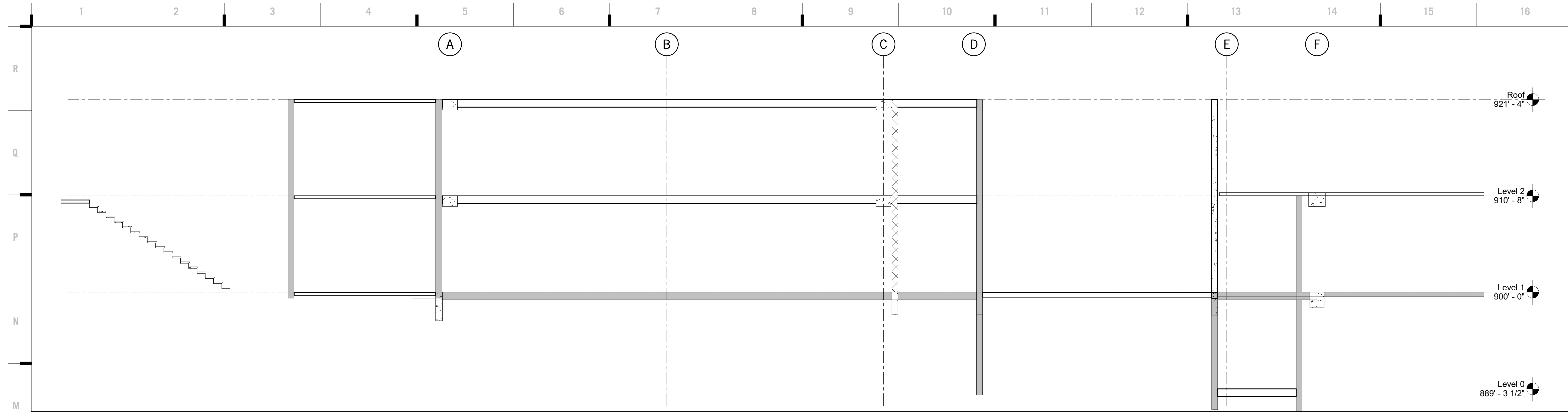
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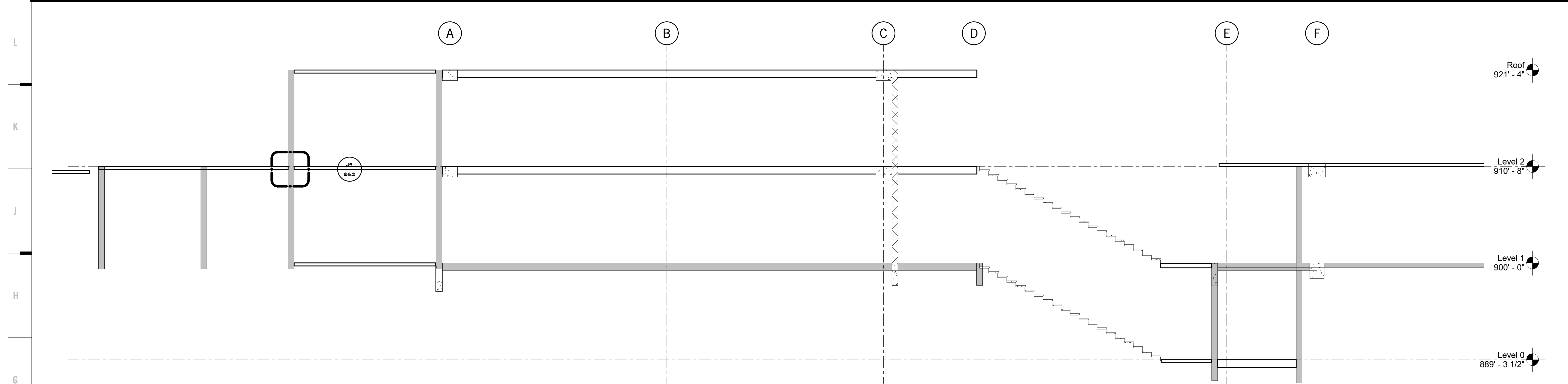


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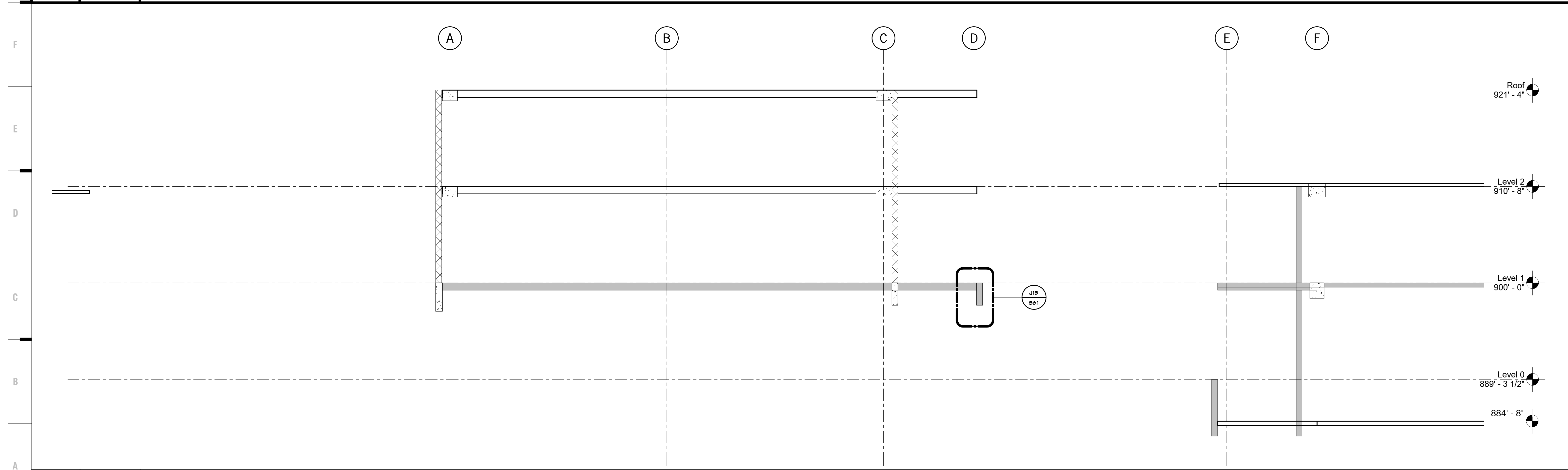
**S05**



**M1** Scale 3/16" = 1'-0" Building Section - On grade Stair



**G1** Scale 3/16" = 1'-0" Building Section - Stair Tower



**A1** Scale 3/16" = 1'-0" Building Section -

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**Construction Documents**

**Maintenance Office Exterior Repairs**  
 Kansas City Kansas Public Schools  
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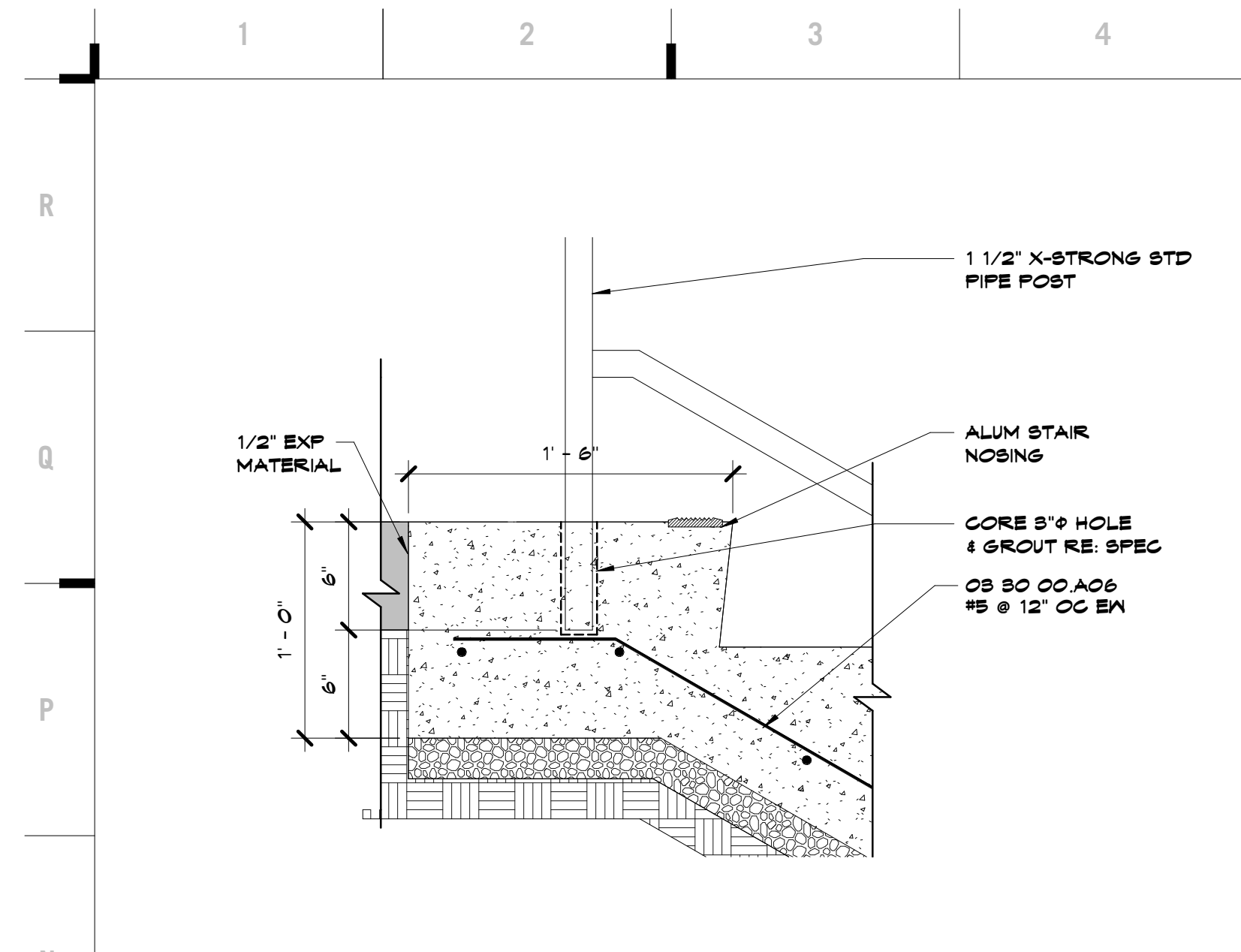
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#	Description	Date

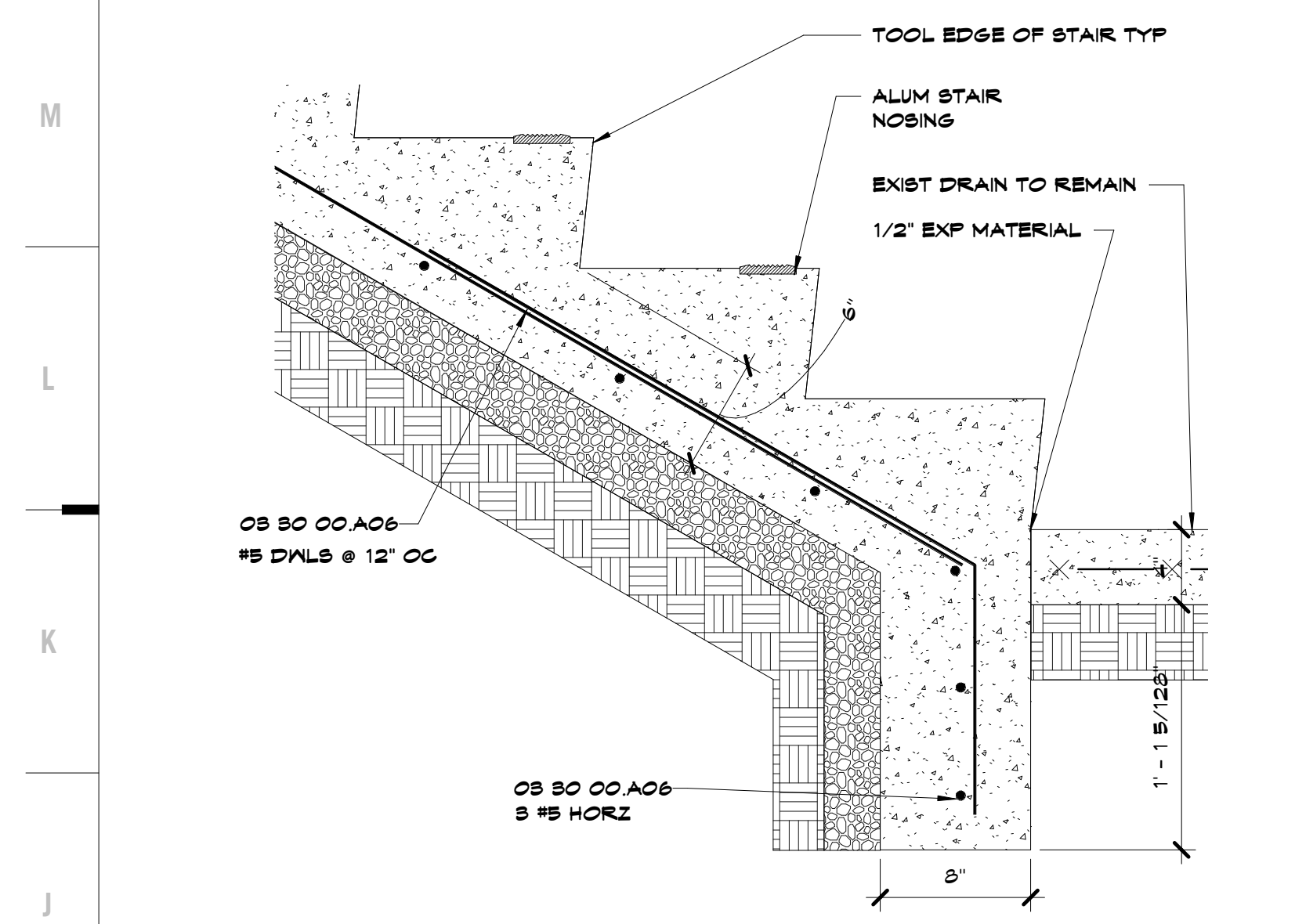


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 DRAWN BY: TJS  
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 DATE: 09.10.2019

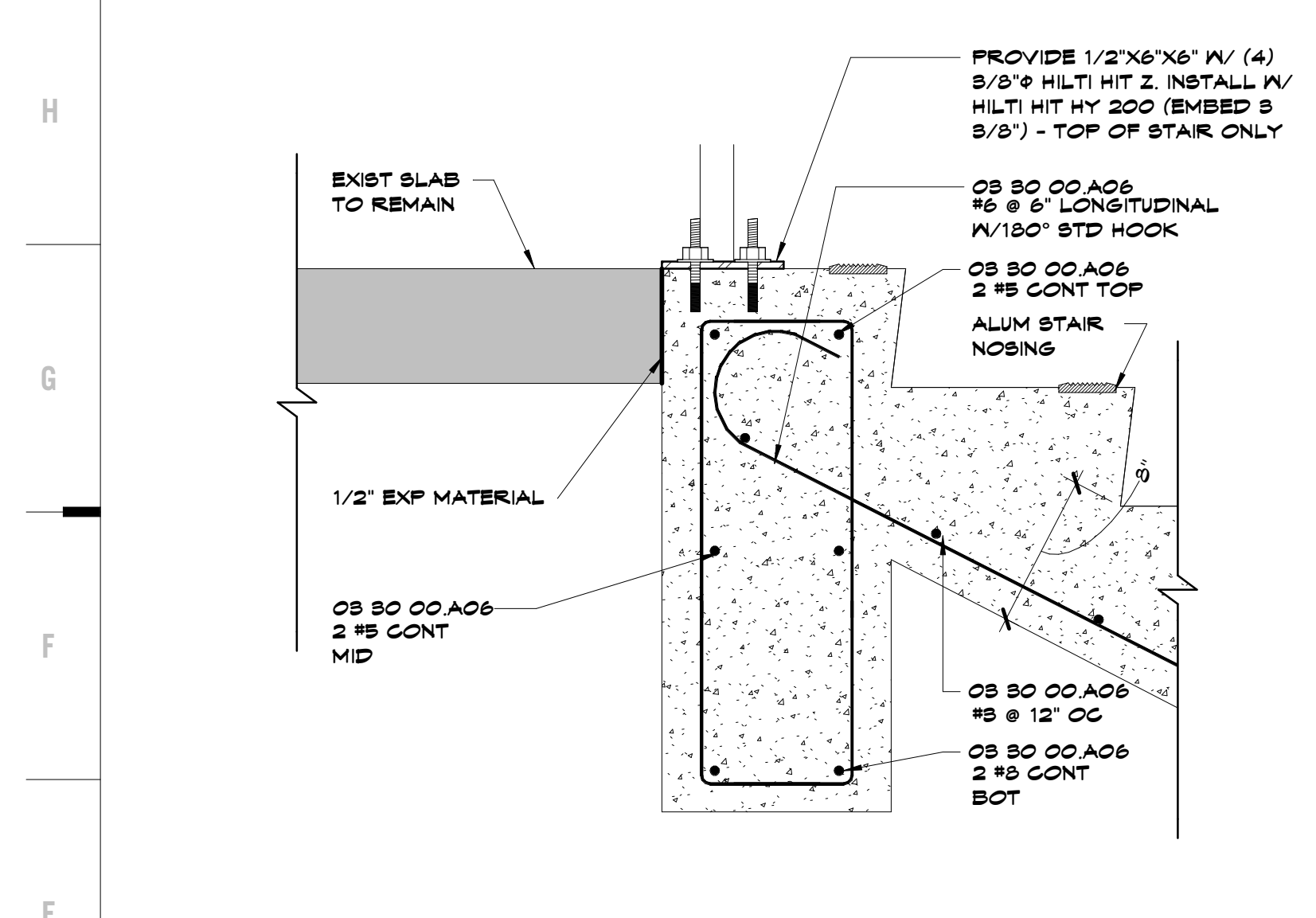
**S31**



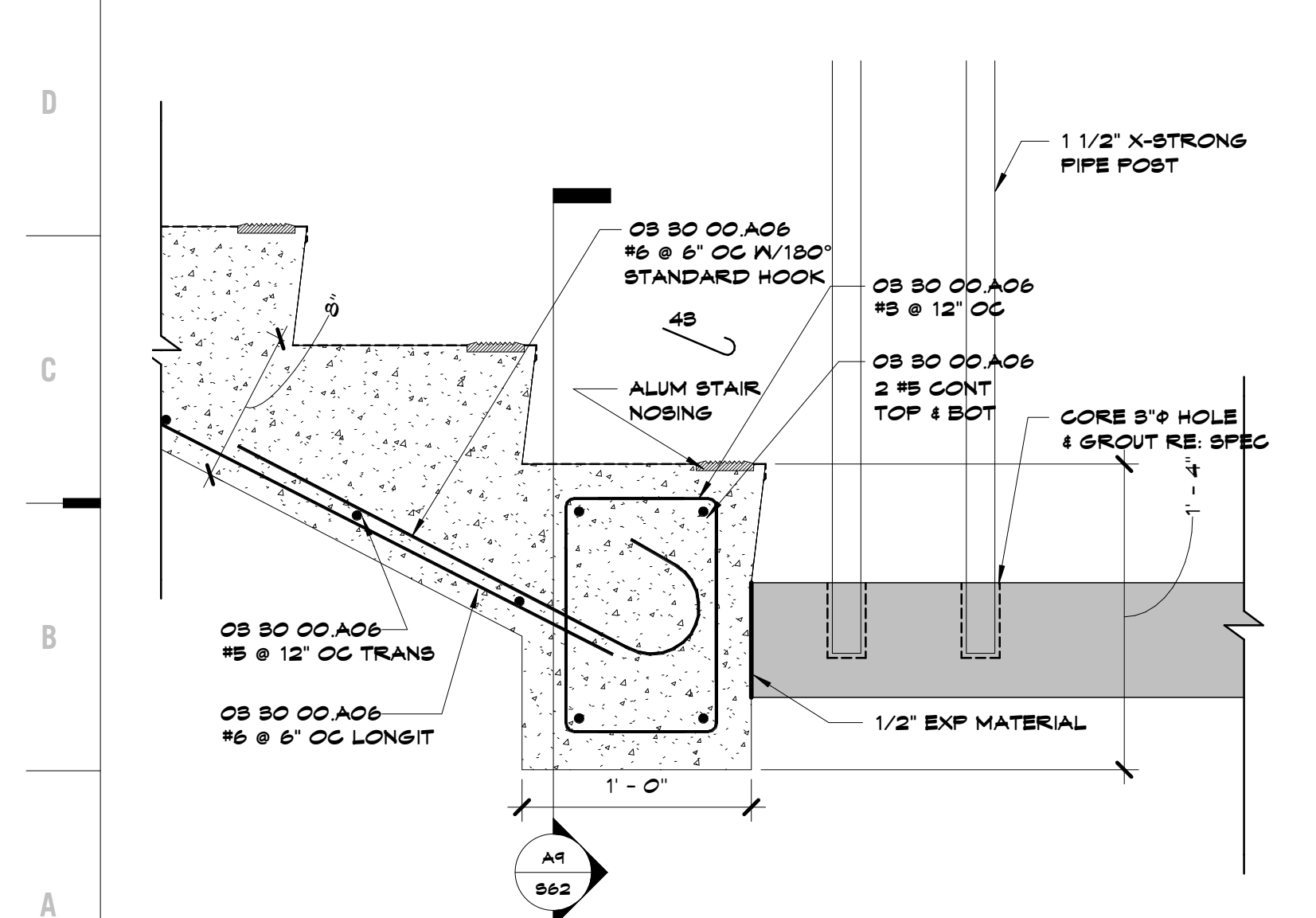
**N1** Scale Section 3 - Callout 1  
1 1/2" = 1'-0"



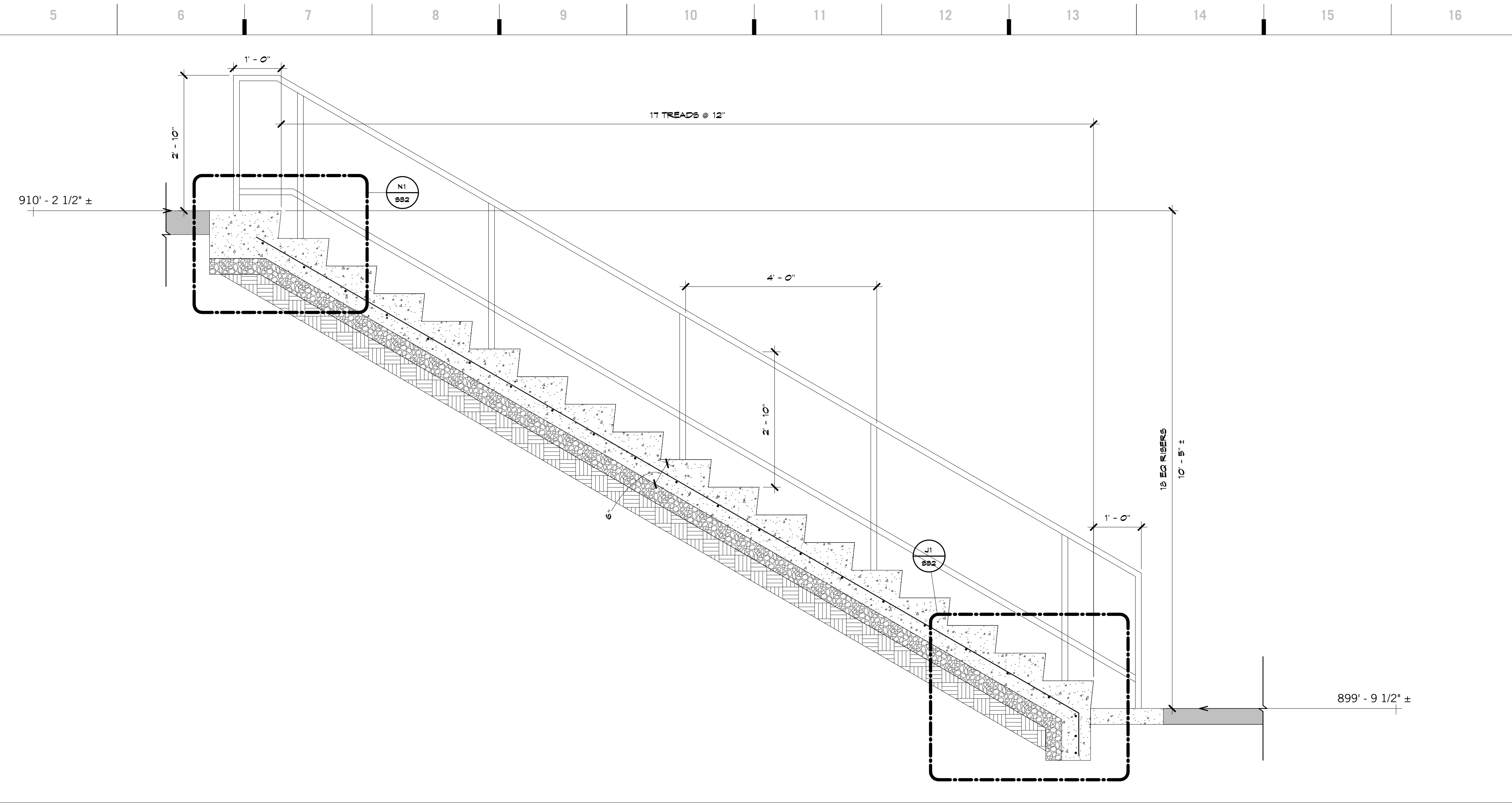
**J1** Scale Section 3 - Callout 2  
1 1/2" = 1'-0"



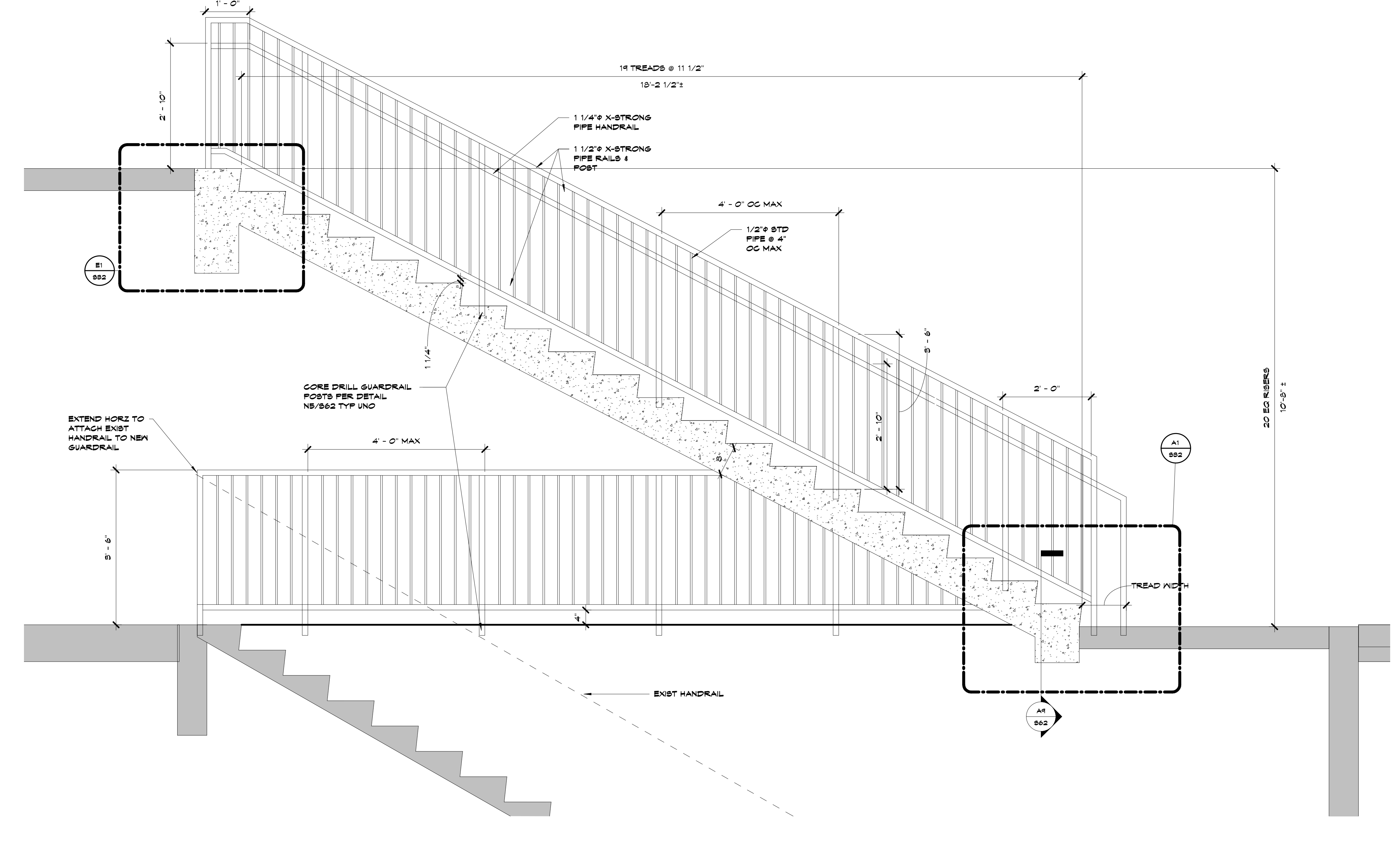
**E1** Scale Section 4 - Callout 1  
1 1/2" = 1'-0"



**A1** Scale Section 4 - Callout 2  
1 1/2" = 1'-0"



**K5** Scale Section 3  
3/4" = 1'-0"



**A5** Scale Section 4  
3/4" = 1'-0"

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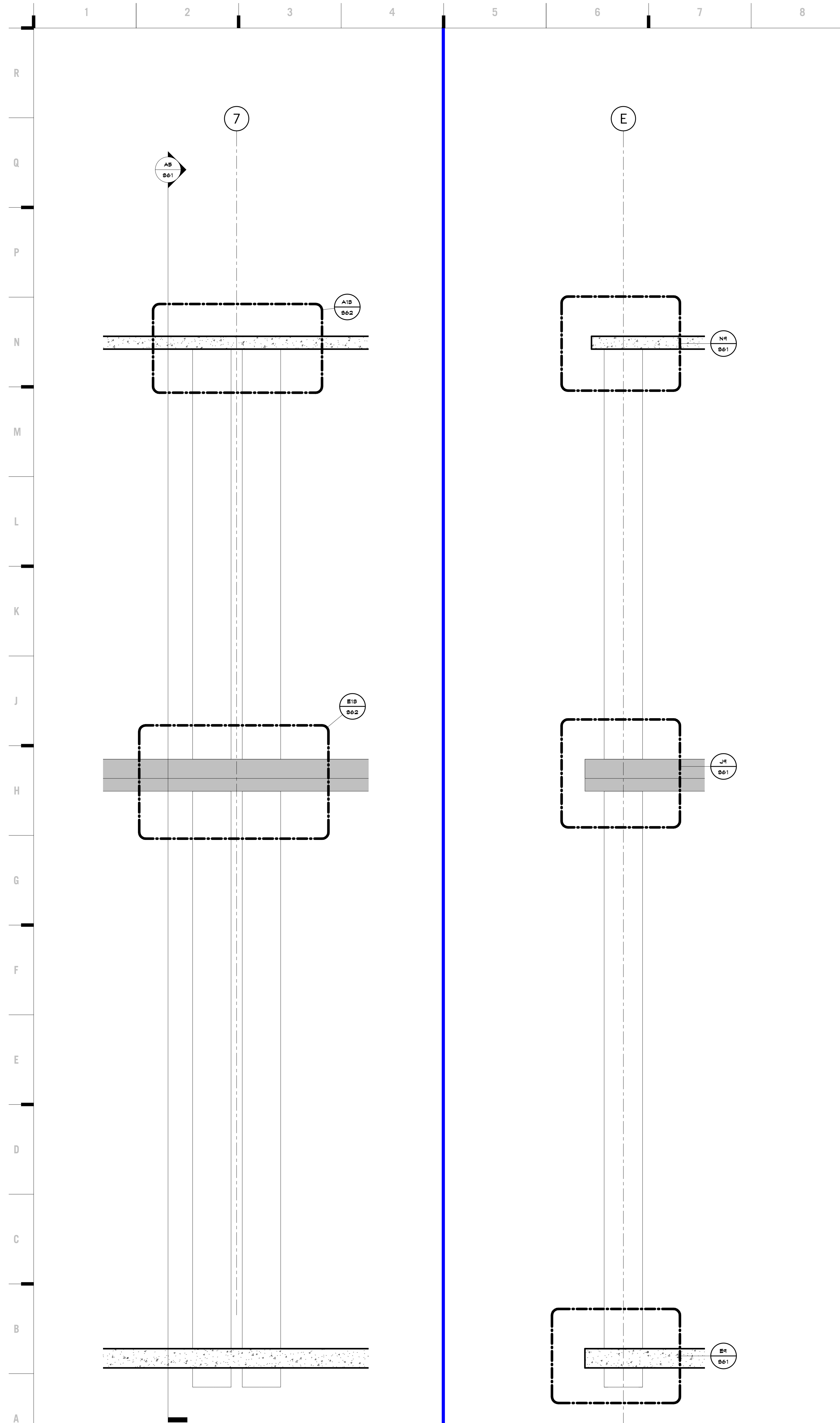
*Construction Documents*

**26883**  
 JOHN E. MILLER  
 ARCHITECT  
 15824

JOB NO: 18002.00  
 DRAWN BY: Author  
 CHECKED BY: Checker  
 DATE: 09.10.2019

**S32**

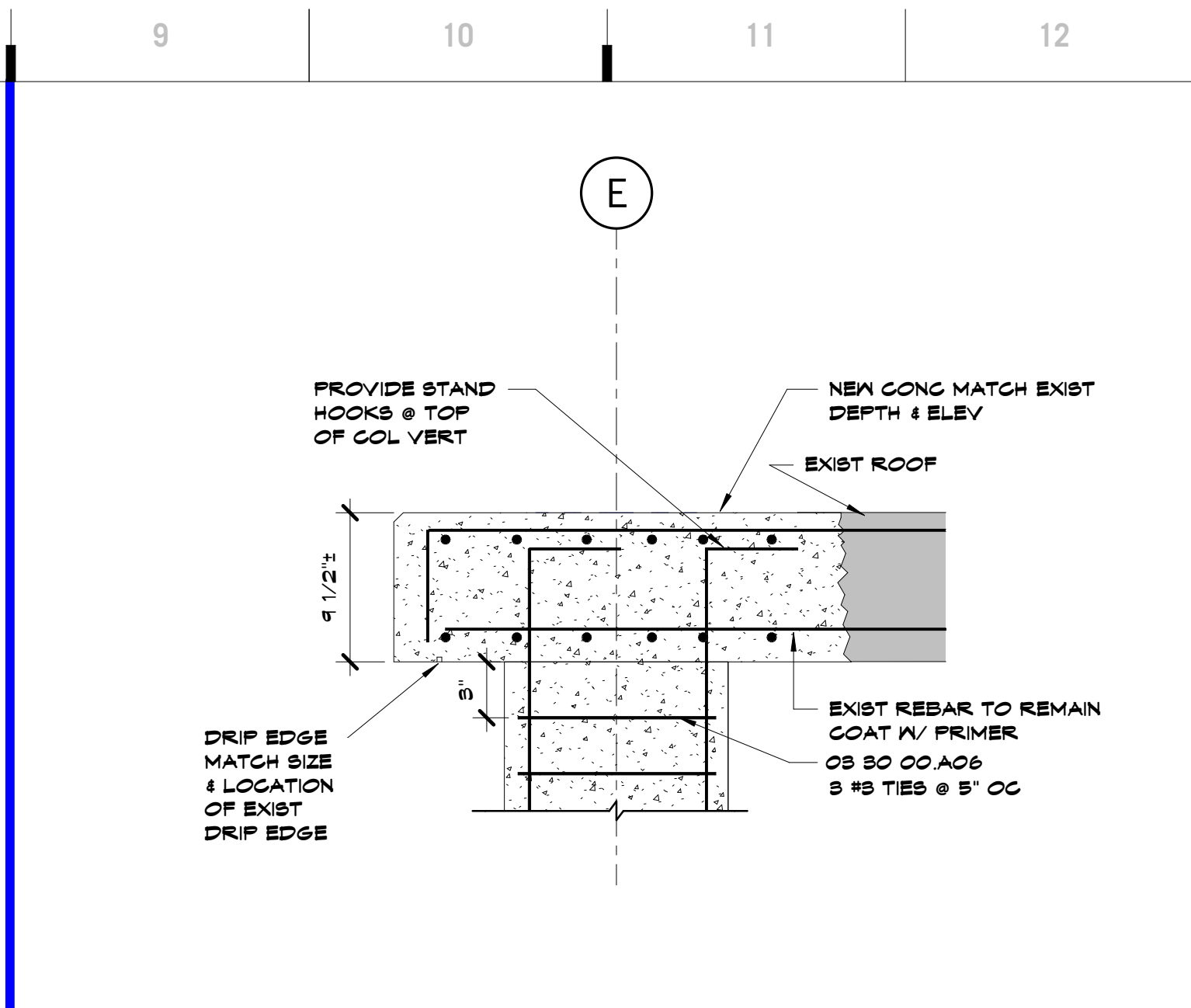




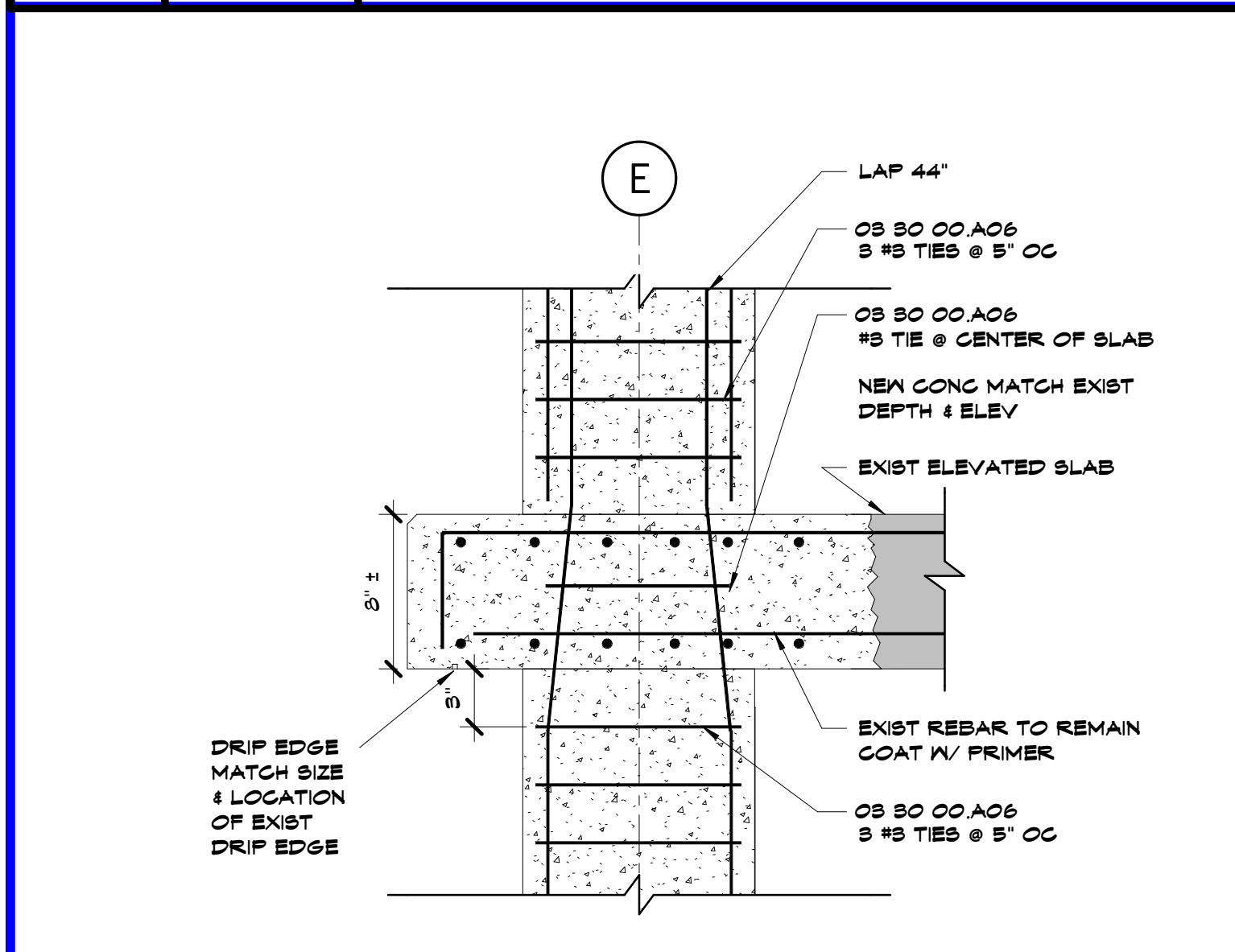
**A1** Scale 3/4" = 1'-0" Section 6

**A5** Scale 3/4" = 1'-0" Section 5

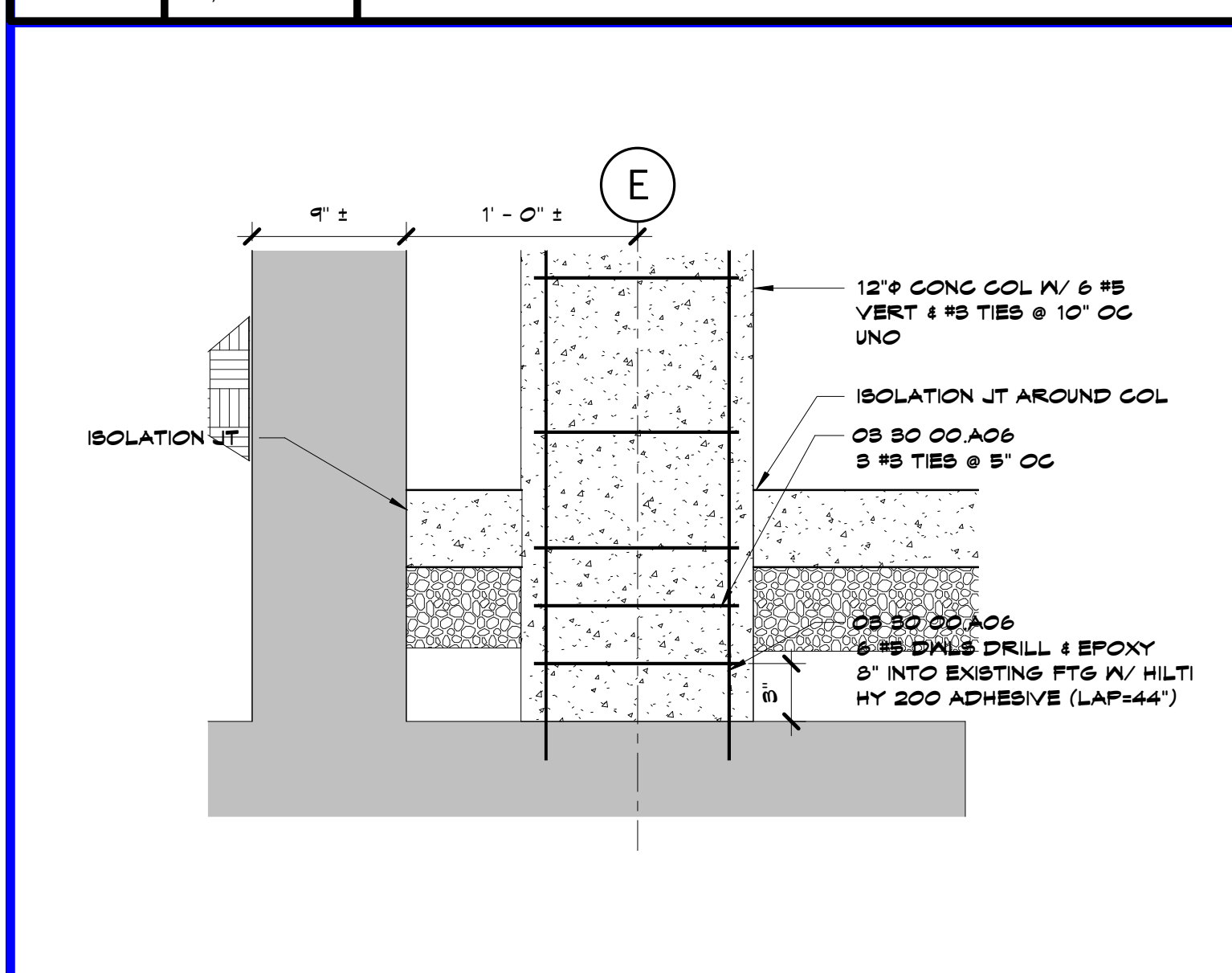
**A9** Scale 1/2" = 1'-0" Elevation 2 - a



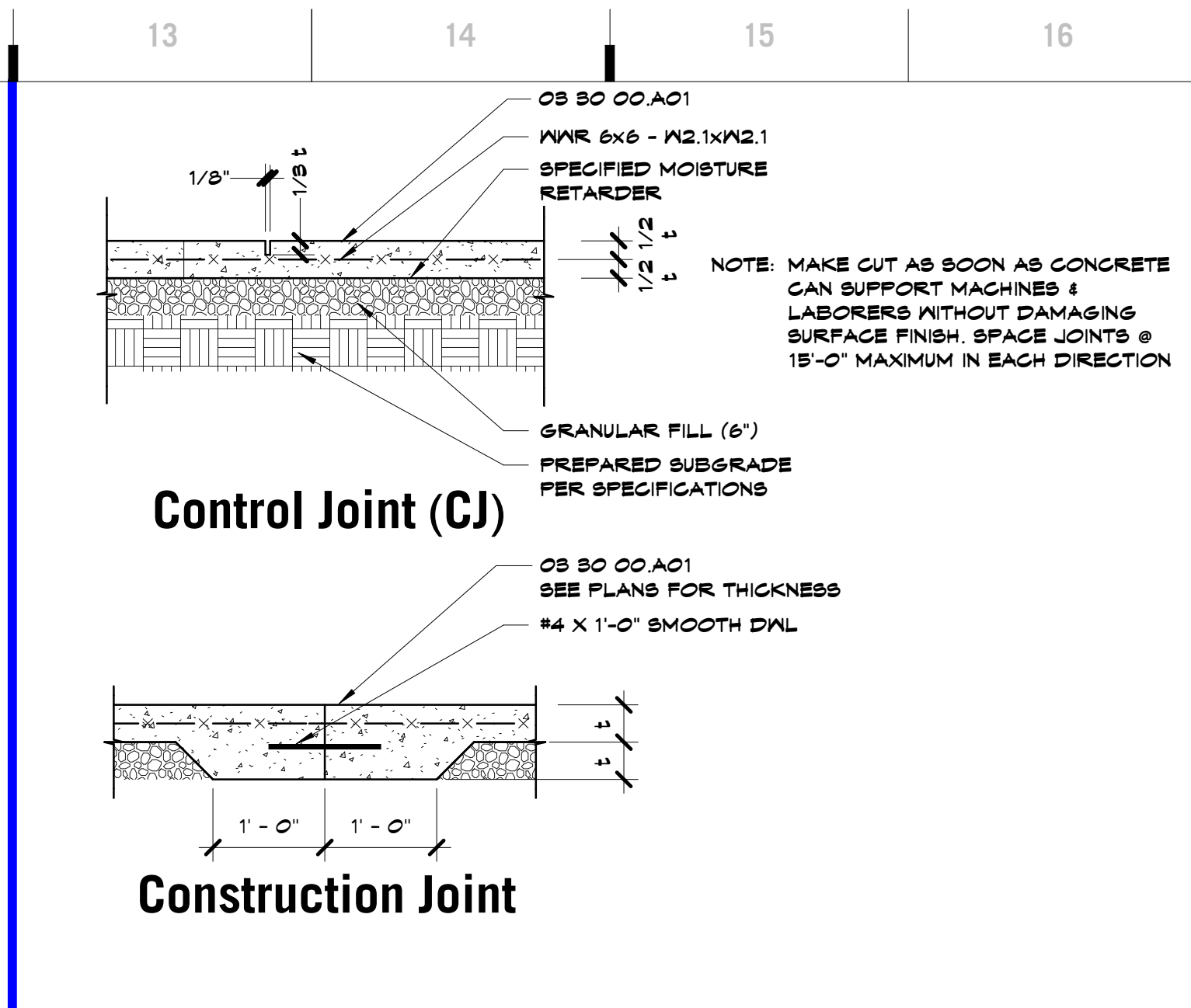
**N9** Scale 1 1/2" = 1'-0" Section 5 - Callout 3



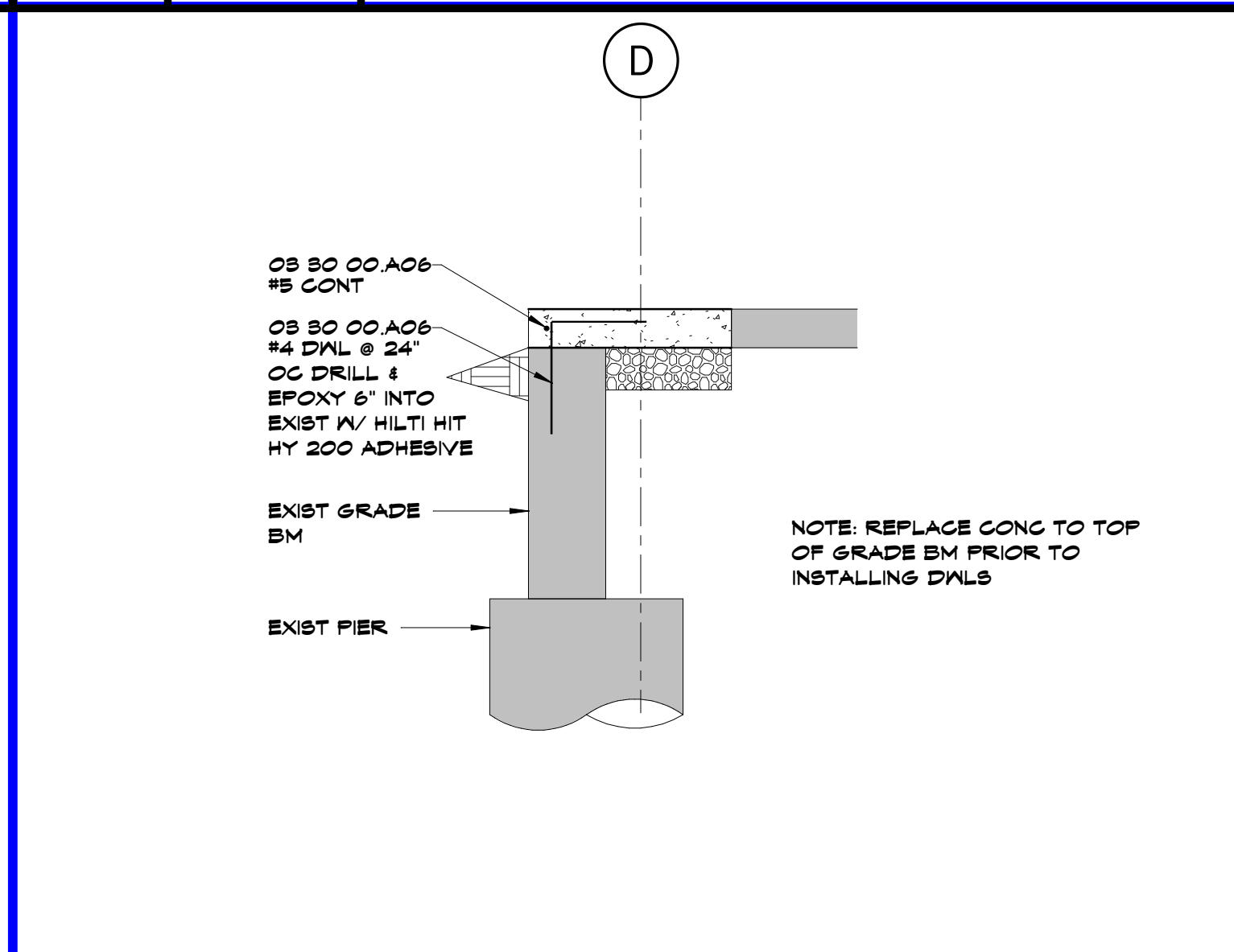
**J9** Scale 1 1/2" = 1'-0" Section 5 - Callout 2



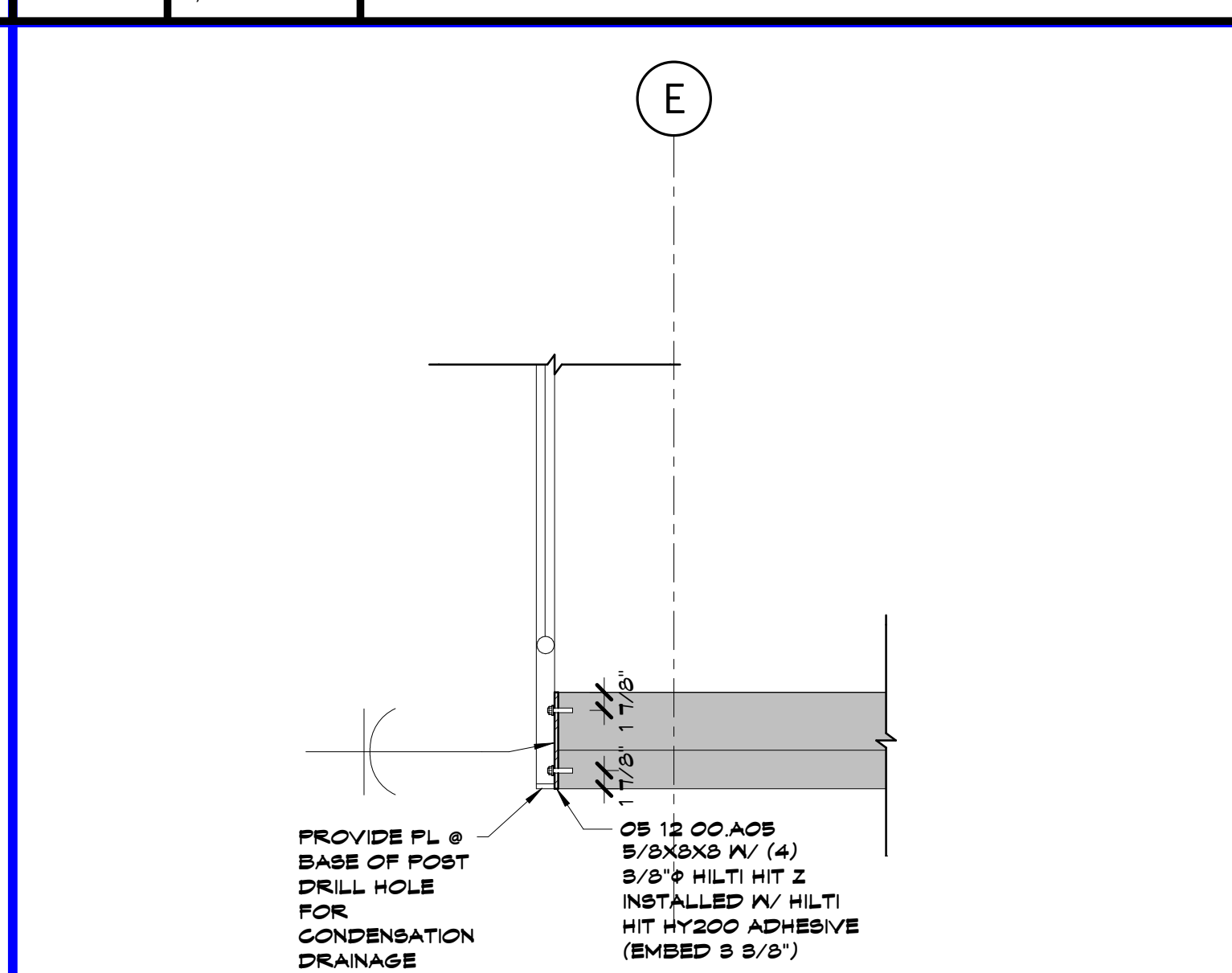
**E9** Scale 1 1/2" = 1'-0" Section 5 - Callout 1



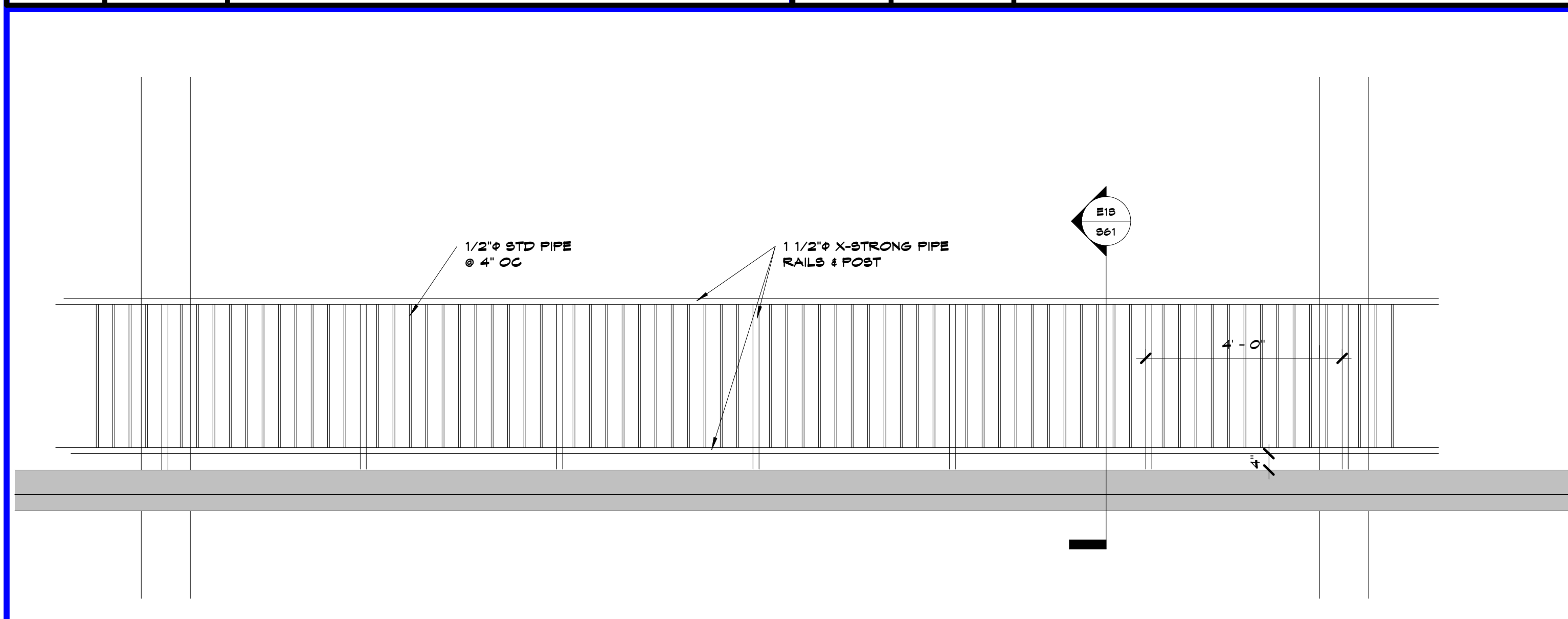
**N13** Scale 3/4" = 1'-0" Typical Slab on Grade Details



**J13** Scale 3/4" = 1'-0" Section 9



**E13** Scale 3/4" = 1'-0" Section 8



**A9** Scale 1/2" = 1'-0" Elevation 2 - a

**SHEET KEYNOTE LEGEND**

OS 30 00 A01	CAST-IN-PLACE CONCRETE
OS 30 00 A06	REINFORCING BARS
OS 12 00 A05	FLATE

NOTE: MAKE CUT AS SOON AS CONCRETE CAN SUPPORT MACHINES & LABORERS WITHOUT DAMAGING SURFACE FINISH. SPACE JOINTS @ 15'-0" MAXIMUM IN EACH DIRECTION.

<b>N9</b>	Scale	Section 5 - Callout 3
	1 1/2" = 1'-0"	

<b>J9</b>	Scale	Section 5 - Callout 2
	1 1/2" = 1'-0"	

<b>E9</b>	Scale	Section 5 - Callout 1
	1 1/2" = 1'-0"	

<b>A1</b>	Scale	Section 6
	3/4" = 1'-0"	

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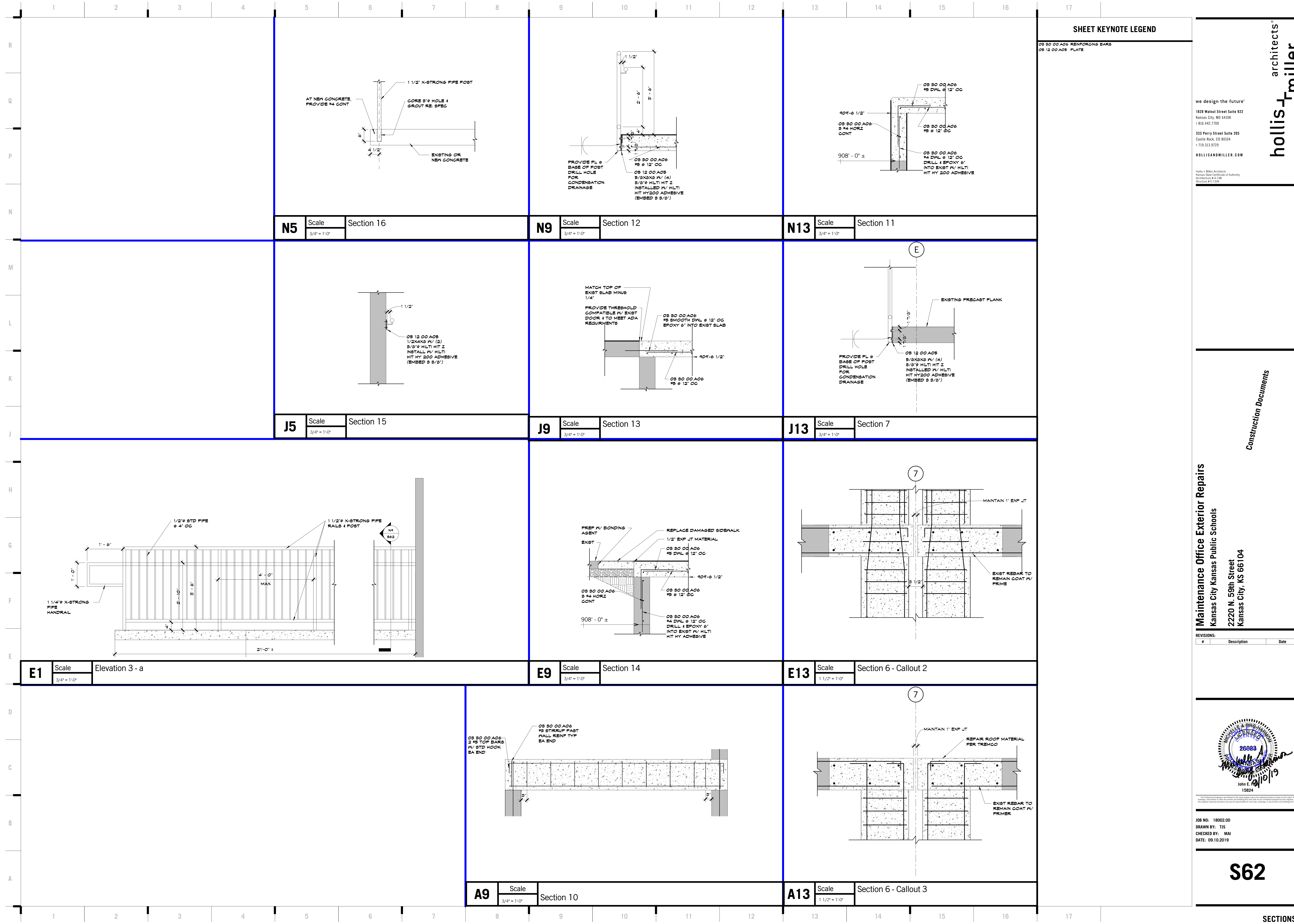
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#	Description	Date

John E. Miller  
15824

JOB NO: 18002.00  
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**S61**



**SHEET KEYNOTE LEGEND**

OS 30 00 A06 REINFORCING BARS  
OS 12 00 A09 PLATE

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