



USD 250 Pittsburg Community Schools

Pittsburg Community Schools - 510 Deill, PO Drawer 75, Pittsburg, KS 66762

Phone: (620) 235-3100 Fax: (620) 235-3106

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for
Pittsburg High School 2021-2022

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TIMELINE

BID PUBLICATION — SEPTEMBER 21, 2021 TO OCTOBER 28, 2021

PRE-BID MEETING — OCTOBER 12, 2021 AT 1:00 P.M. AT PITTSBURG HIGH SCHOOL, 1978 E. 4TH STREET, PITTSBURG KANSAS, OR BY APPOINTMENT WITH COOPER NEIL. COOPER MAY BE REACHED BY EMAIL, CNEIL@USD250.ORG OR CALL PITTSBURG HIGH SCHOOL (620) 235-3200.

QUESTION CONTACT – COOPER NEIL, BAND DIRECTOR – CNEIL@USD250.ORG OR LITA BIGGS, DIRECTOR OF BUSINESS OPERATIONS – LBIGGS@USD250.ORG

BID CLOSING — THURSDAY, OCTOBER 28, 2021 AT 1:00 P.M. AT BEVAN EDUCATION CENTER, 510 DEILL, PITTSBURG KANSAS 66762.

PROJECT COMPLETION DATES — DECEMBER 20, 2021 – JANUARY 20, 2022 or May 23, 2022 to July 31, 2022. Specify on proposal document and designate any price difference due to the date.

Information for Bidders

1. Bids must be submitted on a duly executed copy of the proposal form obtainable at the Board of Education Office, 510 Deill, Pittsburg, KS 66762. Use the proposal form included for submitting the bid. Pittsburg Unified School District #250 reserves the right to accept or reject any and all bids.
2. Bids must be sealed, addressed to the Lita Biggs, Director of Business Operations, USD #250, PO Drawer 75, Pittsburg, Kansas, 66762, and endorsed on the envelope, "Audio/Video Equipment for Pittsburg High School." The bidder's name and address shall also be shown on the envelope.
3. Each bidder shall state in the proposal the name, place of business, his exact postal address, and the name and address of all persons or parties interested with company therein. Anyone signing a proposal as an agent for another must file with the proposal acceptable evidence of his authority to do so. Refer to enclosed Proposal for bid due date and time.
4. Bidders are not required to be present at the opening of bids. All proposals shall be made and received with the expressed understanding that the bidder accepts the terms and conditions contained in these instructions and in all documents included in the Specifications for "Audio/Video Equipment for Pittsburg High School."
5. Each bidder is required to deposit with his proposal a certified check, cashier's check on a solvent bank, or an acceptable bid bond, in the amount of five (5%) percent of the total bid. The above required deposit will serve as a guarantee the bidder will file all bonds required and enter into the contract, should it be awarded to him according to the terms of his bid, within ten (10) days after certification of the award. Should the Contractor fail to file approved surety bonds or enter into contract with the Pittsburg USD #250 Board of Education, Pittsburg, Kansas, then the bid security shall be forfeited as liquidated damages and the money realized therefrom shall be turned into the Pittsburg USD #250 Treasury.
6. Delivery and Installation of the product under this contract shall be completed within the time frame projected. There will be two installation options to choose from in the event there are supply delays, but these delays should not cause a change I pricing. The first option is to begin approximately December 20, 2021 and not to exceed completion by January 30, 2022. The second option is delivery as soon as possible and installation between May 23, 2022 and not to exceed completion by July 31, 2022. The time of completion is an essential part of this contract since the Owner will suffer additional expense for financing and administering the work if the work is not complete within the time limit specified above. Therefore, the Contractor shall reimburse the Owner for the said additional expense at the rate of ONE-HUNDRED DOLLARS (\$100.00) per day for each additional day in the event the work to be performed under this contract is not completed within the specified time. The time herein above fixed for the completion of the contract shall be extended only upon written application by the Contractor requesting such extension. Said written application shall fully explain the necessity for the requested increase of time. Such extensions will only be granted as a result of strikes, unavailability of properly ordered materials, or other causes over which the Contractor has no control. The decision of the Superintendent of Schools regarding such extension shall be final and binding upon both parties.
7. If the Contractor should enter into a supplemental contract with the Pittsburg USD #250 Board of Education for additional work of a similar nature, such supplemental contract will not affect the specified time of completion of the work required by this contract.
8. Any bid, which stipulates the work will be performed in a greater period of time than specified in the Information for Bidders, will be deemed irregular and such bidder will be deemed ineligible to receive the award of the contract.
9. Before the award of the contract, the successful bidder will be required to satisfy the Pittsburg USD #250 Board of Education as to their experience and competence to construct the work as to their integrity and reliability to carry out the provisions of their Performance Bond, and as to their

Information for Bidders

resources for its vigorous prosecution.

10. The bidder shall base their bid on supplying and installing furniture and equipment complying fully with the specifications. In the event they name in their bid of furniture or equipment which do not conform, they will be responsible for furnishing catalogue cut sheets and/or physical samples of that product to verify equivalent product quality. Refer to Item 17.
11. Each bidder must examine for themselves the location of the proposed work and conditions affecting the work where applicable. If any person who contemplates submitting a bid for this contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, they may submit to the Facilities Director, a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by Addendum duly issued and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. The Owner and/or Superintendent of Schools and/or Facilities Director will not be responsible for any other explanations or interpretations of the proposed documents.
12. The documents included in the contract for this improvement include the plans and/or specifications on file with the Superintendent of Schools, the Proposal and Contract hereto attached, the Bonds, and Certificate of Insurance to be furnished by the Contractor, the Invitation for Bid, and this Information for Bidders.
13. Deliveries will not be accepted on site by Pittsburg USD #250 employees. Supplier must take delivery on site. Refer to Item 24 for site locations.
14. Prices quoted may not exceed bid amount for a period of THIRTY (30) days from date of bid opening. No bid received may be withdrawn for a period of THIRTY (30) days from date of bid opening. A purchase order and signed contract will hold the accepted bid to the dates agreed on the signed proposal.
15. When submitting a substitute product as equal, the **full name and illustrated description and color samples must be given at the time of the bid as well as a clear statement of all deviations from the product specified. Failure to do so will result in the rejection of your bid.**
16. If the supplier refuses or fails to make deliveries and installation of the materials or supplies within the time specified in Item 6 under "Information for Bidders", Pittsburg, USD #250 Board of Education may, by written notice, terminate the right of the supplier to proceed with deliveries on such products thereof as to which there has been a delay.
17. All items furnished must be the best of their respective kinds, and will be free from defects in material and workmanship. Items will be subject to our inspection and approval at any time with thirty (60) days after delivery. If a substitution is made, it will be the decision of Pittsburg USD #250 to determine if it is of equal quality. Items furnished must be manufactured in compliance with all existing legal or governmental directives. All items must be properly packed or crated to insure delivery is in good condition.
18. Rejected products will be held at the Supplier's risk and expense. No replacement of defective products shall be made by the Supplier unless agreed to by a Board of Education representative in writing.
19. The certified check, cashier's check, or bid bond of unsuccessful bidders will be returned to them upon passage of a release motion by the Pittsburg USD #250 Board of Education, except the check of the second lowest bidder will be held until the contract of the successful bidder is signed. The check or bid bond of the successful bidder will be returned to him as soon as possible, consistent with adequate protection to the Pittsburg USD #250 Board of Education.

Information for Bidders

20. Manufacturer/Labor Warranty: All products, furniture, equipment and installation thereof listed in the specifications must carry the manufacturer's standard warranty in addition to a one-year labor warranty provided by the Supplier.
21. Liquidated Damages for Delay. If the work is not completed within the time stipulated in Paragraph 6 hereof, including any extensions of time for excusable delays as herein provided, the Contractor shall pay to the Pittsburg USD 250 Board of Education, as fixed, agreed and liquidated damages (it being impossible to determine the actual damage occasioned by the delay) for each calendar day of delay, until the work is completed, the amount set forth in Paragraph 6 hereof, and the Contractor and his sureties shall be liable to the Pittsburg USD 250 Board of Education for the amount thereof.
22. Payment of Kansas Sales Tax or Compensating (USE) Tax is not necessary and should not be included in the unit price bid for furniture and equipment specified.
23. All necessary documents are provided in this packet. These documents include the Specification, Proposal, Contract, Bond Forms, Certificate of Insurance and Change Order forms.
24. Site location for delivery and installation will be Pittsburg High School, 1978 E. 4th Street, Pittsburg, KS 66762 no earlier than December 15, 2021 for the December to January project completion and no earlier than May 15, 2022 for the May to July 2022 completion date unless prior authorization has been received from Superintendent, Chief Operations Officer or Director of Business Operations in writing.
25. Questions regarding this bid invitation and any documents enclosed herein shall be directed to the USD #250 Bank Director, Cooper Neil or Lita Biggs, Director of Business Operations. The phone number for Mr. Neil is (620) 235-3200.

Deviations Form

Auditorium and Theatre Audio/Video Equipment for Pittsburg High School 2021-2022

If the undersigned Bidder intends to deviate from the specifications by utilizing any different materials, items, treatments, finishes, under construction, etcetera, contrary to those listed as standards in the specification, then the Bidder must list all deviations on this form. In the event that there are no deviations, then the Bidder shall enter "NO DEVIATIONS" on this form. The Bidder then assures the Buyer of their full compliance with the specifications and conditions.

****FAILURE TO LIST SUCH DEVIATIONS WILL RESULT IN DISQUALIFICATION OF THE BIDDER****

_____ No deviations.

_____ Deviations listed below.

APPROVED _____ DISAPPROVED _____ SUBMITTED FOR CONSIDERATION

BUYER _____ BIDDER _____

SIGNED _____ SIGNED _____

CONTRACT
SUPPLY and INSTALLATION
Auditorium and Theatre Audio/Video Equipment
for
Pittsburg High School 2021-2022

THIS AGREEMENT, made and entered into this _____ day of _____ by and between Pittsburg USD #250 Board of Education, First Party, hereinafter referred to as the "**OWNER**" and _____ Second Party, hereinafter referred to as the "**CONTRACTOR.**"

WITNESSETH:

ARTICLE 1. It is hereby mutually agreed that for and in consideration of the sum or sums to be paid the Contractor by the Owner, as set forth in the accepted Proposal and in accordance with the Provisions of the General Clauses, the said Contractor shall furnish all labor, equipment accessories and materials and shall perform all work necessary to construct and complete the improvements in a good, substantial and workmanlike manner, ready for use and in strict accordance with the contract drawings and specifications as approved and filed, pursuant to law, in the office of the legal representative of the Owner.

ARTICLE 2. It is hereby further agreed that in consideration of the faithful performance of the work by the Contractor, the Owner shall pay the Contractor the sum or sums due him by reason of said faithful performance of the work, at stated intervals and in the amounts certified by the Engineer, in accordance with the provisions of the General Clauses, and as set forth in the Proposal as accepted by the Owner.

ARTICLE 3. It is hereby further agreed that at the completion of the work, its acceptance by the Owner, sums due the Contractor by reasons of his faithful completion of the work, taking into consideration additions to or deductions from the contract price by reasons of "Force Account" work authorized under the contract in accordance with the provisions of General Clauses, will be paid by the Owner within thirty (30) days after said completion and acceptance.

ARTICLE 4. It is hereby further agreed that the words "he/she" or "they" whenever used herein as referring to the Contractor shall be deemed to refer to said Contractor, whether a corporation, partnership, or individual, and this Contract and all covenants and agreements thereof shall be binding upon and for the benefit of the heirs, executors, administrators, successors, and assigns of said Contractor.

ARTICLE 5. It is hereby further agreed that any reference herein to the "CONTRACTOR" shall include all contract documents, as specifically listed in the General Clauses and thereby made a part of this agreement, to the same extent as if set out at length herein.

IN WITNESS WHEREOF, the First Party and Second Party, respectively have caused this agreement to be duly executed, in quadruplicate, the day and year first herein written; all copies of which, to all intents and purposes, shall be considered the original.

OWNER, FIRST PARTY

Pittsburg USD #250 Board of Education

By: _____

Lita Biggs, Director of Business Operations/Treasurer

ATTEST:

Clerk of the Board _____

Vicki Horton

CONTRACTOR, SECOND PARTY

By: _____

Title: _____

SEAL (If Contractor is a Corporation)

ATTEST:

Notary _____

Printed Name _____

BID, PERFORMANCE & MAINTENANCE BOND
SUPPLY and INSTALLATION
Auditorium and Theatre Audio/Video Equipment
for
Pittsburg High School 2021-2022

KNOW ALL MEN BY THESE PRESENTS, THE CONTRACTOR, _____
as principal and as surety, _____
a corporation authorized under the laws of the State of _____ with general offices in
and authorized to transact business in the State of Kansas are held and firmly bound unto the
PITTSBURG USD #250 BOARD OF EDUCATION, PO DRAWER 75, PITTSBURG, KANSAS as Owner, in the
penal sum of _____.
lawful money of the United States, for the payment of which sum will and truly to be made, said principal
and surety bind themselves, their heirs, administrators, executors, successors, and assigns, jointly and
severally, finally by these presents.
Signed, sealed and delivered this _____ day of _____, 2006.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT WHEREAS, said principal has
entered into a written contract with the PITTSBURG COMMUNITY SCHOOLS USD #250, BOARD OF
EDUCATION, PITTSBURG, KANSAS, as Owner, dated _____, 2006 for
the supply and installation of all products and labor necessary to complete the furniture and/or
equipment proposal for the Owner, all in accordance with the specifications for such proposal on file in
the office of the legally authorized representative of the Owner and in accordance with said contract, a
copy of which is or may be attached hereto and which is by reference made a part hereof.

NOW THEREFORE, if said principal shall well and truly perform all of the covenants, conditions and
obligations of said contract on the part of said principal to be performed, and shall hold the Owner
harmless against all claims, loss or damage which it may sustain or suffer by reason of any breach of
said contract by said principal and if said principal shall maintain the improvements to be constructed by
him as provided for in said contract and shall make good all defects in material and workmanship in the
manner and for a period of one year, or for such other period as provided for in the specifications and
contract above referred to, then this obligation shall be void; otherwise to remain in full force and effect.

The said surety, for value received, hereby stipulates and agrees that no charge, extension of
time, alteration or addition to the terms of the contract or to be performed thereunder of the
specifications accompanying the same shall in any way affect its obligation on this bond, and it does

hereby waive notice of any such change extension time, alteration or addition to the terms of the contract or the work or to the specifications.

IN TESTIMONY WHEREOF, said principal has duly executed these presents and said surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed, by its duly authorized agent or agents, all as the day and year first above written.

By: _____

Principal

Surety

Attorney-in-Fact

The instrument shall be executed in four copies, all considered originals. Date of this instrument shall NOT be prior to date of contract. (A certified copy of each agent's power-of-attorney must be attached to each copy hereof.)

CERTIFICATE OF INSURANCE

State of Kansas)
) SS:
County of Crawford)

The undersigned hereby certifies to the PITTSBURG USD #250 BOARD OF EDUCATION, that insurance policies have been issued to:

Name:

Address of Insured:

and that such policies are in force and are in every manner in compliance with the insurance requirements as set forth in the Contract documents for

SUPPLY and INSTALLATION
Auditorium and Theatre Audio/Video Equipment
for
Pittsburg High School 2021-2022
Pittsburg Community Schools, Pittsburg Kansas

with the following exceptions: _____.

In the event of any material change in or cancellation of any such policy, the insurance company shall give written notice to the PITTSBURG USD #250 BOARD OF EDUCATION, PITTSBURG, KANSAS, ten (10) days prior to any such change or cancellation.

Name of Insurance Company

Signature of Authorized Agent

Attest:
(Seal)

Signature of Notarial Officer

My Appointment Expires



Pittsburg Community Schools

Unified School District 250

CHANGE ORDER FORM

SUPPLY and INSTALLATION

Auditorium and Theatre Audio/Video Equipment for Pittsburg High School 2021-2022

CHANGE ORDER NO. _____

Project: SUPPLY and INSTALLATION Audio/Video Equipment

Contractor: _____ Award Date: _____

Contract For: _____

Nature of the Change:

Date

Pittsburg Unified School District #250

Date

Contractor

GENERAL CLAUSES

Auditorium and Theatre Audio/Video Equipment **for** **Pittsburg High School 2021-2022**

1. DEFINITIONS.

- a. CONTRACT DOCUMENTS. The term, "contract documents" shall include the following:
- | | |
|-----------------------------|--|
| 1. Plans and Drawings | 6. Contract |
| 2. Invitation for Bids | 7. Bid, Performance & Maintenance Bond |
| 3. Information for Bidders | 8. Detailed Specifications |
| 4. Certificate of Insurance | 9. General Clauses |
| 5. Proposal | |
- b. OWNER. The word "Owner" shall mean the party of the first part, Pittsburg Community Schools, Pittsburg, Kansas, acting through its legal constituted officials.
- c. CONTRACTOR. The word "Contractor" shall mean the party of the second part, or second party, entering into contract for the performance of work covered by these specifications.
- d. SUPERINTENDENT OF SCHOOLS. The words "Superintendent of Schools" shall mean the representatives of the Pittsburg USD #250 Board of Education, 510 Deill, Pittsburg, Kansas.
- e. MEANING OF PHRASE "OR EQUAL". Whenever the phrase "or equal" appears in these specifications, it shall be construed to mean that material or equipment will be acceptable only when such material or equipment is composed of parts of equal quality, is of equal workmanship and finish, and will accomplish the desire end as efficiently as the brand or make of materials or equipment which has been named in the detailed specifications.

2. RESPONSIBILITY OF THE CONTRACTOR.

- a. GENERAL. The Contractor shall, under contract prices, furnish and pay for all equipment, accessories, and material (except material salvaged or otherwise furnished as specified), and shall perform the necessary labor to construct the improvement, together with all temporary, preparatory, and incidental work which may or may not have been specified, but which is necessary in order to carry out the contract in good faith. The improvement constructed under these specifications shall be built of the materials and to the dimensions, lines, and grades shown by the plans and specifications for the project, or given by the Engineer. It shall be deemed that any contractor accepting work covered by these plans and specifications is familiar with the kind of work he undertakes, has carefully examined all contract documents governing this contract, and has informed himself fully as to the location of the improvements and the conditions under which the work is to be done, and the quality of the workmanship required. All losses and damages arising from the nature of the work to be done, or from any detention or unforeseen circumstances, obstructions, or difficulties which may be encountered in the prosecution of the work, or from the action of the elements, shall be sustained by the Contractor.
- b. NOTICE OF INTENTION TO BEGIN CEASE, OR RESUME WORK. The Contractor shall give written notice, at least seven (7) days before breaking ground for any section of the work, to all persons (inspectors, superintendents, or otherwise) in charge of the streets, alleys, highways, gas or water mains, railroads, telegraph, telephone, and power lines, or any other property that may be

affected by his operations. He shall not hinder nor interfere with such persons or companies or their authorized agents in work necessary to care for and protect their property from injury caused by the execution of the work.

- c. QUALITY OF MATERIALS AND WORKMANSHIP. All improvements constructed under these specifications shall be done in a thorough and workmanlike manner under the direction of the Engineer.

All materials shall meet the requirements of these specifications, or in the case of materials not specifically covered, shall meet the generally accepted commercial standards for such materials. The judgment and decision of the Engineer as to whether the materials supplied and the work done under this contract comply with the requirements of these specifications shall be conclusive and final.

- d. SPECIAL METHODS. The Engineer may assent to special means of prosecuting work but his assent or his presence on the work while methods are in use which are not especially provided for by the specifications and contract documents shall not constitute a waiver of the contract or any part of it on the part of the Owner, nor shall the fact that the Engineer may have seen work executed which is found afterwards to be defective, nor shall any act on the part of an assistant or inspector constitute such waiver of any part of the contract, but the Contractor will be held responsible for the quality of the entire work.
- e. PATENTED DEVICES. All fees for any patented invention device, article or arrangement that is used upon, or in any manner connected with the construction, erection or maintenance of the work embraced in the contract documents, or any part thereof, shall be included in the price stipulated in the contract for the work and the Contractor must hold harmless the owner against any and all demands of such fees and claims.
- f. STAKES. All stakes required to establish lines, slopes, and grades for work to be done under this contract will be set by the Contractor.
- g. PRESERVATION OF MONUMENTS AND STAKES. The contractor must carefully protect from disturbance or injury all monuments of city, country, state or federal government, states, and bench marks, and shall not excavate nearer than five feet (5') to any of them without the permission of the Engineer, or until they have been removed, witnessed or otherwise disposed of by the Engineer.
- h. INCIDENTAL WORK. All work to be done by the Contractor, as specified and enumerated in the clauses of the specifications, and also any and all minor details of the work not specifically mentioned in the specifications, but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and so being a part of and included with the work for which prices are named in the contract documents. The Contractor will not be entitled to any extra or additional compensation therefore unless specifically stated otherwise.
- i. OBSTRUCTION AND OLD MATERIALS. Unless otherwise specified, the Contractor shall, at his own expense, remove all obstructions such as trees, posts, crossing, planking, and debris that come within the limits of the area upon which improvements are to be constructed. All materials designated on the plans not belonging to other parties and not required for the new construction shall be and remain the property of the Owner and shall be delivered and neatly piled by the Contractor at a point designated by the Owner or the Engineer. Such designated material shall be considered in the custody of the Contractor until delivered and he will be held responsible for its care and protection and must make good any losses occasioned by damage, theft, or misappropriation while it is on the work or enroute to the place of storage. The Contractor shall deliver such material without additional cost to the Owner at any designated point within the limits of the country.

- j. EASEMENTS AND RIGHT-OF-WAY. The improvements will be constructed on public property, streets, alleys, easements or right-of-way. Permanent and temporary easements will be provided by the Owner for all construction on private property. It will be the responsibility of the Contractor to replace fences which are removed due to construction activities. The Contractor shall remove large trees if so designated on the plans or directed to do so by the Engineer. Temporary easements of ample width will be provided to accommodate normal construction methods, but the Contractor may be required to protect from damage all trees, shrubs, fences, buildings, or other obstructions. The Contractor may provide additional working room at his own expense.
- k. BARRICADES, SIGNS, AND LIGHTS. The Contractor shall at his own expense and without further or other orders, provide, erect, and maintain at all times during the progress or temporary suspension of the work, suitable barricades, fences, signs, or other adequate protection installation, and shall provide, keep, and maintain such danger lights, signals, and watchmen as may be necessary or as may be ordered by the Engineer or his representative to insure the safety of the public as well as those engaged in connection with the work.

All barricades and obstructions shall be illuminated at night by approved signal lights suitably distributed so as to serve the intended purpose, and shall be kept lighted from sunset to sunrise.

All barricades shall be of substantial construction and shall be painted with alternate colored diagonal stripes approximately four inches wide to increase their visibility.

The Contractor shall erect, in a prominent place on the project, a legible sign printed in three-inch letters and figures as a minimum, showing the name of the Contractor, his address, and telephone numbers of responsible personnel for day or night emergency contracts.

In special cases requiring extra precautions, the Contractor shall contact the Engineer for instructions before barricading the project. All equipment for this purpose shall be furnished by the Contractor.

- l. PUBLIC CONVENIENCE. When materials for construction are brought onto the work they shall be neatly piled so as to cause as little obstruction as possible, and so they may be conveniently inspected.

During the progress of the work, the convenience of the public and of the residents along roads or streets involved must be provided for as far as practicable. Convenient access to driveways, houses, and buildings along roads or streets must be maintained whenever possible. Temporary approaches and crossings of roads or streets and entrances must be provided when practicable, and kept in good condition.

- m. RESPONSIBILITY FOR DAMAGE. The Contractor shall be liable for all damage to buildings, structures, sidewalks, trees, shrubbery or other public or private property which may be destroyed or injured in any way as a result of his prosecution of the work. The Contractor shall make settlement for all such damage within thirty (30) days after claims for such damages have been filed with the Owner. In case of failure on the part of the Contractor to make settlement within such time, or in case the Contractor and the claimant cannot agree upon the amount of such damage, then the question of damages and the amount thereof shall be submitted to arbitration by three disinterested parties, one to be selected by the Contractor (or the Owner in the event the Contractor fails or refuses to make selection), one by the claimant, and the third to be selected by the two first chosen. The amount of damages, if any agreed upon by said arbitrators shall be certified to the Owner and shall thereupon be paid by the Owner and withheld from any estimates or monies due the Contractor. In case a claim or suit for damages is brought after final settlement, the Contractor and his surety shall be held for such damages in the bonds herein provided for.

- n. PROTECTION OF NEW WORK. All new work shall be carefully protected by the Contractor, and any work injured from any cause before the completion of the whole project must be rebuilt by the Contractor at his own expense.
- o. SHOP AND ERECTION DRAWINGS. The Contractor shall furnish the Superintendent of Schools triplicate copies of all shop and erection drawings for approval. These drawings shall include the drawings prepared on structural and reinforcing steel, special layout drawings of equipment or machinery purchased under this contract, and any other supplementary drawings required in the prosecution of the work. One copy will be returned to the Contractor and two copies retained by the Superintendent of Schools for field and office reference.
- p. TEST SPECIMENS. When required by the Superintendent of Schools, samples or test specimens of material intended for use in any portion of the work shall be prepared and furnished by the Contractor in proper sizes and quantities. All samples shall be submitted sufficiently early to permit receipt of reports before the material is used, except concrete test cylinders, which shall be prepared on the site during each concrete pour. The cost of such tests shall be paid for by the Contractor. Copies of the report shall be sent to the Owner, the Superintendent of Schools, and the Contractor.
- q. FINAL CLEAN-UP. Immediately after the completion of the work or any portion of it, the Contractor shall remove all unused materials, refuse or dirt placed at the site or in the vicinity of the work, or resulting from its prosecution, and put the site in a clean and sightly condition.

3. RESPONSIBILITIES OF THE ENGINEER.

- a. INTERPRETATION OF CONTRACT DOCUMENTS. In case of actual or alleged disagreement or discrepancy between the contract, the specifications, and the drawings for any work, the language and provisions of the contract shall take precedence and prevail. The Engineer shall determine in each case whether the specifications or the drawings shall be followed. In each case of any discrepancy in the specifications between the standard sections and the detailed or special section, the detailed or special sections shall govern. The findings and determining's of the Superintendent of Schools on all questions arising under the contract as to materials and workmanship, or as to interpretations of the drawings and specifications, shall be final and binding upon all parties to the contract.
- b. REGULATION OF WORK. The Superintendent of Schools shall have the power to regulate the amount of work which may be open or under construction in advance of the completed portion of the work. The Contractor may be required to place materials and do the work in the manner, order, and rotation directed by the Superintendent of Schools and refusal to follow the instruction of the Superintendent of Schools shall be sufficient cause for forfeiture of the contract.
- c. SUSPENSION OF WORK. Should the weather be hot or cold so that any part of the work cannot be done in a proper manner or with due regard to durability, or should such be the case from any other cause, then Superintendent of Schools may order such parts of the work to be suspended until a more suitable season. In this case, the Contractor shall cover and otherwise sufficiently protect the several parts of the work so it will not be injured by the elements or by other causes.
- d. INSTRUCTIONS TO FOREMAN. Whenever the Contractor is not present on the work site, directions or orders by the Superintendent of Schools to any superintendent or foreman who may be in charge of any particular part of the work shall be received and obeyed in the same manner as if given to the Contractor.

The Contractor shall, at all times, have a person designated at each work site to receive orders and directions from the Superintendent of Schools. Should the Contractor fail to inform the Superintendent of Schools who is designated to receive orders and directions, the Superintendent of Schools may stop all work until such time as an authorized person is present to receive such orders and direction.

- e. INSPECTION. The Superintendent of Schools may provide for the inspection, by assistants and inspectors under his direction, of all materials and equipment used and all work performed under this contract. Such preparation or manufacture of all materials to be used, whether within the limits of the work or any other place. The Superintendent of Schools and his inspectors shall have free access to all parts of the work, including mines, quarries, manufactures, or other places where any part of the material to be used is procured, manufactured or prepared. The Contractors shall furnish the Superintendent of Schools all information relating to the work and the materials therefore which the Superintendent of Schools may deem necessary or pertinent, and with such samples of materials as may be required, and copies of invoices for materials or equipment received.

No materials and/or equipment shall be used in the work until they have been examined and approved by the Superintendent of Schools or his authorized agents. All rejected materials & equipment must be promptly removed from the work & replaced with that which is acceptable to the Superintendent of Schools, and all improper and defective work must be corrected and, if necessary, removed and reconstructed so as to comply with these specifications and the instructions of the Superintendent of Schools. If the Contractor shall refuse or neglect to remedy such defects when ordered to do so, the Owner may cause such condemned portions to be rebuilt or repaired at the expense of the Contractor.

The Contractor shall, at his expense, supply inspectors with such labor and assistance as may be necessary for the handling of material for proper inspection. Inspectors shall have authority to reject defective materials and to suspend any work which is improperly done, subject to the final decision of the Superintendent of Schools. Inspectors shall have no authority to permit deviations, or to relax any provisions of these specifications without written permission or instruction by the Superintendent of Schools or to delay the Contractor by failing to inspect materials and work with reasonable promptness. The cost of making all necessary tests to determine the suitability of material and equipment shall be borne by the Contractor. The Contractor shall assist in making all final inspections and shall furnish such labor and equipment as may be required for the final tests of all equipment.

4. RELATIONS BETWEEN THE CONTRACTOR AND OWNER.

- a. LAWS AND ORDINANCES. The Contractor is required to familiarize himself with and observe all laws, ordinances, and regulations relating to the work, and such laws, ordinances, and regulations are hereby incorporated in and made a part of these specifications and the contract for this work. All employees must adhere to the current COVID restrictions of the district as a whole. Questions about this may be directed to the Superintendent.
- b. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT. If the work should be stopped under an order of any court, or other public authority, for a period of three months, through no act or fault of the Contractor or of anyone employed by him, or if the Superintendent of Schools should fail to issue any estimate for payment within fourteen (14) days after it is due, or if the Owner should fail to pay the Contractor within ten (10) days of its maturity and presentation of any sum certified by the Superintendent of Schools or awarded by arbitration, then the Contractor may, upon seven (7) days written notice to the Owner and the Superintendent of Schools, stop work or terminate his contract and recover from the Owner payment for all work executed and any loss sustained upon any plant or materials and reasonable profit and damage.

- c. OWNER'S RIGHT TO TERMINATE CONTRACT. If the Contractor should for any reason whatsoever be unable to complete the work, or if the Contractor should be intolerably negligent and slow in his prosecution of the work or should he persistently disregard laws, ordinances, or the instructions of the Superintendent of Schools, or otherwise be guilty of a substantial violation of any provision of the contract, then the Owner, upon the certification of the Superintendent of Schools that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy, terminate the contract in the manner under the procedure specified in the contract.

Pending arbitration or settlement of disputes on any point of controversy, the Superintendent of Schools may suspend action on all or any part of the work. The Contractor shall not be entitled to any claim for loss or damage by reason of such delay nor shall he be entitled to extension of time although such extension of time may be granted by the Engineer if he deems it in the interest of the work.

- d. ALTERATIONS AND MODIFICATIONS. The Owner may, when deemed necessary, make alterations and modifications in the plans and specifications. In unit price contracts, the contract unit prices shall govern the basis of total payment for completed work for all variations from 80 percent to 120 percent of the total amount based on the estimated quantities. The Contractor will be allowed no claims for anticipated profits, or loss of profits, or for any damage of any sort because of differences between the estimated quantity of any item and the amount of any item actually required, or because of omission of any item included in the original work, as long as the computed contract payment for the total work actually constructed is within the limits specified above. Variations or alterations involving total work above or below the above mentioned limits, and all alterations and modifications in lump sum contracts shall be agreed upon in writing, endorsed upon the original contract, and signed by both parties to the contract. When during the progress of the work alterations or modifications exceeding the limits specified above become necessary, and when such alterations or modifications are agreed upon as aforesaid, such alterations or modifications shall be considered and treated as though originally contracted for and shall be subject to all terms, conditions, and provisions of the original contract, except the time for completion may be altered as herein before specified. In the event the total payment for work actually constructed by the Contractor under the contract exceeds the original amount of the contract, the time for completion of the work will be extended in proportion that payments for work in excess of the original amount bear to the total original consideration. In case the total work actually constructed is less than the original estimated amount, the time for completion shall remain unchanged.
- e. MATERIALS FURNISHED BY OWNER. All materials, supplies or equipment furnished by the Owner to the contractor shall be transported by the Contractor, at his own expense, from the cars warehouses, storerooms or yards where stored or received by the Owner, unless otherwise specified. The Contractor shall protect all such materials, supplies, and equipment received by him and make good any materials or supplies that were destroyed or damaged through his negligence.
- f. WATER, GAS AND POWER. Where water, gas or electricity is needed or required on the work, the Contractor shall make all arrangements for their use with the proper party or parties representing the utility. The Contractor shall ascertain the applicable rates, and shall pay for all water, gas, and electricity he used unless specific exemption is provided for in the detailed specifications.
- g. USE OF COMPLETED PORTIONS. The Owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work on such portions may not have expired; but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the contract documents. If such prior use increases the cost of or delays the work, the Contractor

shall be entitled to such extra compensation or extension of time, or both, as the Superintendent of Schools may determine.

The Owner, in taking possession for completed portions, shall agree to accept the decision of the Engineer on matters relative to responsibility for damages that may occur to any portion of the work during the period of possession preceding acceptance and final payment.

- h. ASSIGNMENT OF CONTRACT. The Contractor shall not assign or transfer this contract nor sublet it as a whole without the written consent of the Owner and the surety on the Contractor's bond. Such consent of surety, together with a copy of the assignment, shall be filed with the Owner. The Contractor may not change subcontractors without the written consent of the Owner and the Superintendent of Schools. No assignment, transfer, or subletting, even though consented to, shall relieve the Contractor of his liabilities under this contract. Should any assignee or subcontractor fail to perform the work undertaken by him in a satisfactory manner, the Owner may, at his option, annul and terminate the contract of such assignee or subcontractor.

5. PAYMENT TO THE CONTRACTOR.

- a. PERIODIC ESTIMATES. Periodic estimates of completed work will be prepared at monthly intervals covering those portions of the work completed in accordance with the specifications.
- b. PAYMENTS. Partial payments to the Contractor will be made by the Owner at monthly intervals, based on the estimates in making partial payments, ten percent (10%) will be retained from each estimate until full completion and final acceptance of all work covered by the contract. The amount so retained, less any proper deductions, will be paid to the contractor on completion and final acceptance of all work under the contract.
- c. OMITTED, ADDED, OR ALTERED WORK. The right is expressly reserved to the Owner to order the omission of any portion of the work or materials called for by the drawings and specifications, or to order any addition thereto, or to make any alteration whatever in the nature of the work or materials called for herein and permitted to be done by law, provided that the order be in writing. Unless already provided for in the contract documents, the amount of compensation to be added or deducted from the contract price, and all provisions for such additions or omissions, shall be determined prior to making thereof, and shall be established and fixed by a written agreement between the Contractor and the Owner.

In the event the parties fail to agree upon the amount to be so added or deducted, then such amount shall be determined by the Engineer, whose decisions in writing shall, in the absence of bad faith, malice or fraud, be accepted as final and binding upon both parties. It is expressly agreed that such addition or omission shall not in any violate, change, vary or annul the other terms or conditions of this agreement, and the Contractor hereby agrees not to claim or bring suit for damage, whether by loss of profit or otherwise, on account of not being allowed by such change or omission to do any portion of such work or to furnish any portion of such material.

Any alteration, change or omission shall not in any way affect the validity of any bonds herein before mentioned, which are to be furnished by said Contractor, nor shall any such alteration, change or omission affect the liability of any of the sureties on such bonds. Any and all such bonds shall be so written as to make these specifications a part of such bonds, so as to give the sureties thereon full notice of conditions thereon.

- d. MEASUREMENT AND EXTRA BILLS. No extra measurement of any kind will be allowed. In measuring the work, the actual length, width, area, solid contents or number only shall be considered and the length shall be measured on the centerline of the work whether straight or

curved. No extra labor or material, or other extras of any kind will be allowed unless ordered in writing by the Engineer, specifically describing the same. No payment will be made for loss of time, for equipment or labor due to change in plans, grade or alignment occasioned by obstruction, utilities or other lines or structures.

- e. FORCE ACCOUNT. Where it is specified herein or agreed during the course of the work that any portion of the construction shall be done by "force account", the Contractor shall keep an accurate record of all material and labor used thereon and shall furnish the Engineer a copy of each day's record within twenty-four (24) hours so an accurate check may be kept of the same. The Owner shall pay for such work at the actual cost of such labor and security taxes, and bonds which are chargeable to this portion of the work, plus fifteen percent (15%) for superintendence, overhead and the use of tools and equipment.

6. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE.

- a. COMMENCING WORK. The Contractor shall not commence work under this contract until he has obtained all the insurance required hereunder and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.
- b. COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE. The Contractor shall maintain during the life of this contract, the statutory workmen's compensation and employer's liability insurance for all of his employees to be engaged in work on the project under this contract and, in case any such is sublet, the Contractor shall require the subcontractor similarly to provide workmen's compensation and employer's liability insurance for all the latter's employees to be engaged in such work.
- c. BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCE. The Contractor shall maintain during the life of this contract such bodily injury liability and property damage liability insurance and automobile bodily injury liability and property damage liability insurance as shall protect him, USD #250 (named as an insured on policies), and any subcontractor performing work covered by this contract from claims for damages for bodily injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than:

Bodily injury liability insurance in an amount not less than five hundred thousand dollars (\$500,000) for injury and/or death to any one person, and subject to the same limit for each person, in an amount not less than one million dollars (\$1,000,000) on account of one accident where two or more persons are injured, including automobile accidents.

Property damage insurance in an amount not less than five hundred thousand dollars (\$500,000) for damages resulting from one accident, and one million dollars (\$1,000,000) damages for two or more claims resulting from one accident, including automobile accidents.

- d. PROOF OF INSURANCE. The Contractor shall furnish the Owner with satisfactory proof that the insurance herein described has been obtained. All insurance costs shall be paid by the Contractor. The insurance policy or policies shall be written by a company or companies satisfactory to the Owner and authorized to do business in the State of Kansas.
- e. MEANING OF WORDS. "HE", "HIS", OR "HIM". It is hereby understood and agreed the words, "he", "his", or "him", whenever used in paragraph 7, referring to the Contractor, shall be deemed to refer to said Contractor whether a corporation, partnership or individual

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1. BONDS.

The Contractor shall, within ten (10) days from and after the execution of the contract, and before commencement of the work, furnish and deliver to the Owner, to be filed with the proper authority, and meeting the approval of all parties concerned as required by law, legally issued surety bonds as hereinafter specified.

The furnishing and delivery of such bonds within the periods mentioned shall be a condition precedent to the taking effect of the contract, and upon the failure of the Contractor to so furnish and deliver all of the same in form, tenor, and execution and with sureties satisfactory to said Owner, no rights shall pertain thereunder to the Contractor, except at the option of said Owner. The Owner, however, may waive such conditions as to time, and the acceptance by the Owner of such bonds after expiration of such bonds.

- a. CONTRACT PERFORMANCE BOND. A surety bond, legally issued, meeting the approval of and payable to the Owner in an amount not less than the total contract price of said improvements, conditioned upon the prompt, full and complete performance by the Contractor, as principal, of his covenants and agreements contained in the contract documents and indemnifying the Owner against all claims, loss or damage which he may sustain or suffer by reason of any injury to persons or property occasioned by the action of the Contractor or his employees.
- b. MAINTENANCE BOND. A surety bond, legally issued, meeting the approval of and payable to the Owner in an amount not less than the contract price of such improvements, conditioned that the Contractor, as principal shall maintain and make all repairs to the improvements constructed by him, at his own expense and free of charge to the Owner, for the period of one year after the date of acceptance of said work by the Owner, any of which repairs may become necessary within such period by reason of any imperfection of the material used or by reason of any defective workmanship, or any improper, imperfect or defective preparation of the ground upon which any of such improvements shall be laid; provided, that the two bonds last mentioned may be incorporated in one bond, at the option of the Contractor and subject to approval by the Owner.
- c. STATUTORY BOND. The Contractor shall furnish the Owner a statutory bond in the amount of one hundred percent (100%) of the contract price and shall file the bond with the Clerk of the District Court in the county in which the project is located.

All such bonds shall be with a surety company authorized to do business in the State of Kansas.