ADVERTISEMENT FOR BIDS

DATE: February 10, 2026

PROJECT
Shawnee Heights USD 450 Playground Improvements

INVITATION
Shawnee Heights USD 450, will receive sealed bids on a General Contract for demolition and construction for the referenced project as described below. General Contractor shall be licensed in the City of Topeka.

PROJECT SCOPE
Renovation of playgrounds at Berryton ES, Shawnee Heights ES, Tecumseh North ES, and Tecumseh South ES
Bids shall be on a stipulated sum basis; segregated bids will not be accepted.
Estimated construction cost (base bid): $1,000,000

BID RECEIVING
Date: Tuesday, February 24, 2026
Time: 2:00 p.m., Central Standard Time
Place: Teams Online Attendance or call 1-347-991-6844, 22004355#, conference ID: 220 043 55#
Meeting ID: 216 954 884 055 04
Passcode: FF9dt3TN

CONTRACT DOCUMENTS
Drawings and specifications will be available from the Salina Blue Print Online Planroom. Full sets of drawings and specifications will be issued as follows:

1) Via Registration through the Salina Blue Print Online Planroom. Contractors shall be responsible, at their own expense, for any printing costs. Contractor shall note that neither the Architect nor Owner make any guarantee to completeness of partial sets and that Contractor shall bear full responsibility for incompleteness of documents when printing, or purchasing printing, of partial sets.
2) Bidding Documents will be available on CD, at purchaser's expense, in a read only format to bidders. Electronic copies of the Drawings that can be manipulated will NOT be available before or after bidding.
3) Salina Blue Print will maintain the list of plan holders for the project and post online. All parties requesting and receiving either copies of sets through deposit or direct-purchase of sets from Salina Blue Print will be registered and added to the list. Please contact Salina Blue Print for additional information and assistance in this process. Notifications of Addendums will be e-mailed only to those who have registered and are tracking the project through the online plan room.
4) Full or partial sets of documents will not be available from the Architect.

BID SECURITY AND BONDS
Bid Security and bonds will be required in accordance with "Instructions to Bidders".

Shawnee Heights – USD 450 reserves the right to waive irregularities and to reject bids.

End of Advertisement for Bids

INSTRUCTIONS TO BIDDERS

DATE: February 10, 2026

PROJECT:
Shawnee Heights USD 450 Playground Improvements

DEFINITIONS
Definitions set forth in the Contract for Construction, A.I.A. Document A-105, 2017 Edition, are applicable to these Instructions to Bidders.

Bidding documents include the Advertisement to Bid, Instructions to Bidders, Bid Form and the Contract Documents, including any Addenda issued prior to receipt of bids.

ADDENDA
Addenda are written or graphic instruments issued prior to the execution of the Contract, which modify or interpret the bidding documents, including drawings and specifications, by additions, deletions, clarifications, or corrections. Addenda will become part of the Contract Documents when the construction contract is executed.

Prior to the receipt of bids, Addenda will be posted to Salina Blue Print Online Plan Room. Notifications of Addenda will be e-mailed only to those who have registered and are tracking the project through the online plan room.

Bidders shall acknowledge receipt of Addenda in the space provided on the Bid Form.

EXAMINATION OF BIDDING DOCUMENTS
Each Bidder shall examine the bidding documents carefully and, not later than ten (10) days prior to the date for receipt of bids, shall make written request to the Architect for interpretation or correction of any ambiguity, inconsistency or error therein which he may discover. Any interpretation or correction will be issued as an Addendum by the Architect. ONLY A WRITTEN INTERPRETATION OR CORRECTION BY ADDENDUM SHALL BE BINDING.

SUBSTITUTION
Should Bidder wish to incorporate in the Base Proposal brands or products other than those named in the specifications, he shall submit written request for substitution approval to the Architect a minimum of ten (10) days prior to date proposals are due. Approved substitutions will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

BID PREPARATION
A single bid will be received for the General Contract including mechanical work and electrical work.

Bids shall be made upon the BID FORM included with these specifications. Fill in all blanks on the BID FORM clearly with typewriter or ink. Erasures or other changes in a bid must be explained or noted over the signature of the Bidder. Signature shall be in longhand by a principal duly authorized to sign contracts; the signature shall be accompanied by the corporate seal impression if bid is by a corporation. Bids shall contain no alterations, nor recapitulation of the work.

Bids shall be prepared and submitted in accordance with these Instructions to Bidders.

For in person bids:

Enclose the Bid Form, along with the required Bid Security and Contractor's Qualification Statement, if required, in a sealed opaque envelope bearing the legend:
BID FORM:
Contract for:
Name of Project:
Name of Bidder:

For electronic bids:
Email bid submission to Lighthouse Construction Guidance – Whitney Henle whenle@lcgway.com
Copy HTK Project Manager, Brian Hampel at bjh@htkarchitects.com
And Maria Kutina at mrk@htkarchitects.com
Email Subject: Shawnee Heights Playground Bid

BID SECURITY
Bid Security, consisting of a bid bond, certified check, or cashier's check on a solvent bank, shall be enclosed with each bid in the amount of five (5) percent of the Base Bid.

Bid Security shall be made payable, without conditions, to Shawnee Heights USD 450, as a guarantee that the Bidder, if awarded the contract, will promptly execute the formal contract in accordance with the Bid and Contract Documents, and that he will furnish the special bonds for the faithful performance thereof. Bid Securities will be retained until the contract is awarded or other disposition is made thereof.

Bid Security may be forfeited as liquidated damages for all costs, delay, and other expenses created if the successful bidder fails to execute the contract and furnish the Certificate of Insurance and Bonds as required in by the Contract Documents.

BOND / INSURANCE REQUIREMENTS
Within seven (7) days of the notification of intent to issue a contract, the selected Bidder shall furnish the following if their bid amount is over $100,000 per K.S.A 60-1111:
1) A Performance Bond in the amount of 100 percent of the contract price.
2) A Statutory (Material and Labor Payment) Bond in the amount of 100 percent of the contract price.

No matter the bid amount provide the following:
1) Evidence satisfactory to the Owner that Contractor's insurance coverages have been secured.

Furnish bonds on forms and with sureties approved by the Owner and authorized to transact business in Kansas.

Furnish Owner, through the Architect, with two copies each of the Performance Bond and Insurance Certificate.

Contractor shall file Statutory Bond and pay fee to clerk of district court of the county in which the project is constructed. Furnish Owner, through the Architect, with two copies of Statutory Bond indicating that the bond has been duly filed with clerk of the district court.

CONTRACTOR'S QUALIFICATION STATEMENT

Within seven (7) days of the notification of intent to issue a Contract, selected Bidder, if requested, shall furnish to the Architect, a complete copy of AIA Document A-305, "Contractor's Qualification Statement," for each of the major subcontractors listed on the Bid Form.

COORDINATOR
The General Contractor shall assume general coordination and direction of the project. Each contractor shall cooperate with other contractors on the work and install his work sequence to facilitate and not delay the installation of such other contractors. The Architect is not the coordinator nor the expeditor of the work of the various contracts. Ref: Specification Section 013100.

PREFERENTIAL BIDDING STATUTES
To the extent permitted by federal law and regulations, whenever the state of Kansas or any agency, department, bureau or division thereof, or any municipality of the State, including but not limited to, counties, school districts, improvement districts or other public bodies, lets bids for contracts for the erection, construction, alteration or repair of any public work or improvement, or for any purchases of any goods, merchandise, materials, supplies or equipment of any kind, the preferential bidding requirements of K.S.A. 75-3740 shall be followed.

APPOINTMENT OF PROCESS AGENT BY NONRESIDENT CONTRACTOR
Pursuant to provisions of KSA 16-113, a nonresident individual, partnership or unincorporated association, if awarded a Contract, will be required to appoint in writing an agent who is a resident of Kansas, who may receive process in any civil action arising from the contract. Such appointment shall be filed with the secretary of state, per K.S.A. 60-306 and amendments thereto.

The appointment form shall be prepared by Contractor, modeled after state of Kansas forms issued by Division of Purchases and in final form acceptable to Owner, and must be executed and filed with the clerk of the district court of the county in which the Contract Work will be performed, with a receipt therefore provided to the Architect.

SALES TAX
The Owner has determined that the project is exempt from sales tax in accordance with K.S.A. 79-3606(c). Bidders shall exclude all applicable sales taxes from their bids and comply with other indicated requirements.

Owner shall apply for an exemption certificate number and furnish to Contractor. Contractor shall furnish this number to all suppliers from whom purchases are made, and shall require suppliers to include said number on all invoices.

Upon completion of project, Contractor shall furnish Owner with Form STD 77, Project Completion Certification, and forward copy of same to the Kansas Department of Revenue, Topeka, KS 66625. All invoices pertaining to this Project shall be retained by Contractor for a period of at least five (5) years, and are subject to audit by the Kansas Department of Revenue.

BIDDER'S REPRESENTATION
Each Bidder, by making his bid, represents:

1) That he has read and understands the Instructions to Bidders.
2) That he has carefully examined all bidding documents pertaining to the project.
3) That he has visited the site and familiarized himself with the local conditions under which the work is to be performed, including pertinent state and local codes and the conditions of labor and material markets.
4) That he understands time is of the essence in the award and prosecution of the work.

SITE VISITS
Contractors may make arrangements to visit the site and examine the existing building by contacting Whitney Henle 785-210-4148. Site visits shall occur between the hours of 8:30 am and 3:30pm Monday through Thursday.

BID RECEIVING
The Owner will receive and publicly open and read proposals as follows:

Date: Tuesday, February 24, 2026
Time: 2:00 p.m., Central Standard Time
Place: Teams Online Attendance or call 1-347-991-6844, 22004355#, conference ID: 220 043 55#
Meeting ID: 216 954 884 055 04
Passcode: FF9dt3TN

Proposal shall include furnishing all labor, materials, equipment, and performing the work for the project in strict accordance with the Contract Documents as entitled above.

A bid is invalid if it has not been deposited at the designated location prior to the time and date for receipt of bids indicated above, or prior to any extension thereof issued to the Bidder.

BID WITHDRAWAL
A bid may be withdrawn on written, faxed or telegraphic request received by Owner from Bidder prior to time fixed for bid receiving. Faxed bid withdrawal requests will be accepted only if Bidder confirms by telephone that faxed request was received by Owner prior to bid opening time.

Unless otherwise provided in any supplement to these Instructions to Bidders, no Bidder shall modify, withdraw or cancel his bid or any part thereof for thirty (30) days after the opening time of bids.

SUBMISSION OF POST BID INFORMATION

Within seven (7) days of notification of intent to issue a contract, the Bidder shall submit the following:

1) A designation of the work to be performed by the Bidder with his own forces.
2) The names and resumes, including related experience, of the Project Manager and Field Superintendent proposed by the Contractor for this project.
3) A list of names of the subcontractors proposed for the principal portions of the work and other persons or organizations who are to furnish materials or equipment fabricated to a special design.

The Bidder will be required to establish to the satisfaction of the Architect and the Owner the reliability and responsibility of the proposed subcontractors to furnish and perform the work described in the sections of the specifications pertaining to such proposed subcontractor's respective trades.

Subcontractors and other persons and organizations proposed by the Bidder and accepted by the Owner and the Architect must be used on the work for which they were proposed and accepted and shall not be changed except with written approval of the Owner and the Architect.

CONTRACT

The construction contract shall be the American Institute of Architects Document A-105, Short Form of Agreement Between Owner and Contractor, 2017 Edition.

AWARD OF CONTRACT

Contract will be awarded as soon as possible to the responsible Bidder submitting the lowest acceptable bid (i.e. combination of Base Bid and accepted alternates, with due consideration to unit prices), provided:

1) Evidence of the experience, qualifications and financial responsibility of each Bidder and his subcontractors and the time of completion are all acceptable to the Owner.
2) The total of acceptable bids is within the Owner's financial budget for the project.

REJECTION OF BIDS

The Bidder acknowledges the right of the Owner to reject any or all bids and to waive any formality or irregularity in any bid received. In addition, the Bidder recognizes the right of the Owner to reject a bid if the Bidder failed to furnish any required bid security, or to submit the data required by the bidding documents, or if the bid is in any way incomplete or irregular.

OWNER:
Shawnee Heights USD 450
4401 SE Shawnee Heights Rd.
Tecumseh, KS 66542

End of Instructions to Bidders

(Name of Bidder) (Date)

BID FORM - SINGLE CONTRACT

PROJECT
Shawnee Heights USD 450 Playground Improvements

OWNER
Shawnee Heights USD 450
4401 SE Shawnee Heights Rd.
Tecumseh, KS 66542

In compliance with the Advertisement for Bids and Instructions to Bidders, the undersigned proposes to furnish labor, materials and equipment necessary to complete the work for Shawnee Heights Playground Improvements, in accordance with the contract documents for the General Contract for the prices stated below (in both written and numeric formats).

BERRYTON ELEMENTARY BASE BID

$ _____ .00

_____ dollars and 00/100 cents

SHAWNEE HEIGHTS ELEMENTARY BASE BID

$ _____ .00

_____ dollars and 00/100 cents

TECUMSEH NORTH ELEMENTARY BASE BID

$ _____ .00

_____ dollars and 00/100 cents

TECUMSEH SOUTH ELEMENTARY BASE BID

$ _____ .00

_____ dollars and 00/100 cents

ADDENDA
Receipt is acknowledged of Addendum No's. (write in Addendum Nos. received) _____

CONTRACT
If notified of the acceptance of this proposal within thirty (30) calendar days, the undersigned agrees to execute a contract for the work on the form "Short Form of Agreement Between Owner and Contractor," A.I.A. Document A-105, current edition, within seven (7) calendar days after receipt of notification.

(Name of Bidder) (Date)

PROPOSAL SECURITY
The undersigned agrees that the Proposal Security shall become the property of the Owner in the event the Contractor fails to execute the Contract and the Bonds within the time set forth above, as liquidated damages for the delay and additional expense to the Owner caused thereby.

MAJOR SUBCONTRACTORS
The undersigned lists and identifies the major subcontractors included as part of this Bid, and further agrees that in the event of receiving the Awarded Contract for the work identified and listed, and contingent on their being acceptable to the Owner, they will be included as a part of the written contract. If award of Alternates affects subcontractors shown, list other subcontractors as applicable for each type of work and combination of Alternates.

Concrete Installer _____
(Name/City)

Turf Manufacturer _____
(Name/City)

Proposed Superintendent _____
(Name/City)

DECLARATION
The undersigned hereby declares that he has examined the Contract Documents, has visited the Site, and submits this Proposal in compliance therewith. The undersigned understands that his competence and responsibility and that of his subcontractors, time of completion, as well as any other factors of interest to the Owner may be a consideration in making the award. The Owner reserves the right to reject any or all proposals, to accept or reject alternate proposals and unit prices, and to waive technicalities concerning the proposals received as it may be in his best interest to do so.

_____
Company Name

_____
Address Telephone and FAX Numbers

BY _____ TITLE _____

1. **Scope Outline**
    a. Bid evaluations will include schedule conformance, contract comments, and scope inclusions. In the event that the low responsive bidder and the district cannot come to an agreement on these clarifications, the district will move to the second low responsible bidder to evaluate conformance with district requirements
    b. Contractor is responsible for all items outlined and included in the Contract Documents. Refer to those sections for additional information.
    c. Furnish and install all work required for the complete and total Artificial Turf scope in accordance with Division 32 18 13, 31 10 00, and 33 41 00 including, but not limited to, the following clarifications:
        i. General
            1. Provide all fine grading and handwork
            2. Include any import/haul off of material.
            3. Keep adjacent roads clean and clear of all silt and mud. Subcontractor is responsible for any and all required street cleanup needed due to their own forces and/or sub-tier forces.
            4. Protection of all existing conditions.
        ii. Testing requirements
            1. Coordinate all inspections of work as required.
        iii. Coordination
            1. Coordinate with Playground Equipment, Concrete, and Fence Subcontractors
        iv. Artificial Turf
            1. Furnish and install the following:
                a. Synthetic grass system
                b. All required nailers
                c. Shock pads as required per the listed fall heights
                d. Cooling additive as necessary
                e. Include trample zones as necessary
        v. Earthwork
            1. Furnish and install all the following:
                a. Removal of existing mulch
                b. Excavation, grading, and compaction of subgrade as required
                c. Build up of grading as noted
                d. Spoils to be hauled offsite
        vi. Concrete
            1. Selective Demolition
                a. Provide demolition to remove existing footings/boarders as required for new work.
            2. General
                a. All work to be completed per ACI standards and/or Contract Documents, whichever is more stringent
                b. Provide all applicable conveyance of concrete and rock material
                c. Provide separate concrete washout pit or dumpsters as required. Include setup, maintenance, removal and all associated hauling and dump fees.
                d. Provide all necessary material handling, hoisting, lifts, ladders, and equipment required for this scope of work.
                e. Keep adjacent roads clean and clear of all silt and mud. Subcontractor is responsible for any and all required street cleanup needed due to their own forces and/or sub-tier forces.

f. All laydown, deliveries, and onsite storage are to be coordinated and scheduled with the Contractor/Owner.
g. Include all excavation, forming and backfill. Excess spoils to be hauled off site.

3. Furnish and install the following:
   a. Concrete boarders
   b. Sidewalks and/or walkways
   c. ADA accessible ramps
   d. Concrete control joints and expansion joints, including saw cut and hand troweled per drawings. If pattern is not shown, refer to ACI standards.
   e. Concrete reinforcing materials, including unloading and inventorying of materials.

vii. Utilities
1. Furnish and install all the following:
   a. Drainage piping
   b. Geofabric as required
   c. Connection to existing drain piping as noted
   d. Drainage pad to be included where drainage is daylighted outside of the playground perimeter.

viii. Fencing
1. Furnish and install all the following:
   a. New fencing, including posts and anchors
   b. Removal and reinstallation of existing fencing as noted

d. Schedule
i. Please provide comments on proposed schedule. Special considerations or comments are requested on the following
1. Durations on each
   a. Demo/earthwork _____
   b. Concrete _____
   c. Artificial Turf _____
   d. Fence _____

e. AIA contract draft is included. Please provide comments and/or clarifications.

f. If alternative artificial turf product is proposed, please provide product data.

DRAFT

AIA® Document A105™ – 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the « TBD » day of « TBD » in the year «Two Thousand Twenty Six »
(In words, indicate day, month and year.)

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

«Shawnee Heights USD 450 »
«4401 SE Shawnee Heights Rd.»
«Tecumseh, KS 66542»

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

«TBD »
« »
« »

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

«Shawnee Heights USD 450 – Playground Improvements
2921 SE 69th St., Topeka, KS 66409
2410 SE Burton St., Topeka, KS 66605
314 Stanton Rd, Tecumseh, KS 66542
3346 SE Tecumseh Rd, Tecumseh, KS 66542»

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

«HTK Architects, Inc.»
«900 S. Kansas Ave., Suite 200»
«Topeka, KS 66612»

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.

DRAFT

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

.1 this Agreement signed by the Owner and Contractor;

.2 the drawings and specifications prepared by the Architect, dated «February 2, 2026 », and enumerated as follows:

Drawings: See Article A, Attached

Specifications: See Article A, Attached

.3 addenda prepared by the Architect as follows:

Number	Date	Pages

.4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and

.5 other documents, if any, identified as follows:

«Supplementary Conditions»

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ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:
Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.
(Insert the date of commencement if other than the date of this Agreement.)

« »

§ 2.3 Substantial Completion:
Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:
(Check the appropriate box and complete the necessary information.)

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

[« X »] By the following date: « TBD »

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

« »

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work	Value

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:
(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« »

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:
(Identify each allowance.)

Item	Price

§ 3.5 Unit prices, if any, are as follows:
(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)

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:
(Insert below timing for payments and provisions for withholding retainage, if any.)

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« Payments shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment. »

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.
(Insert rate of interest agreed upon, if any.)

« 0 » % « »

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than « five hundred thousand dollars » ($ « 500,000 ») each occurrence, « three hundred thousand dollars » ($ « 300,000 ») general aggregate, and « three hundred thousand dollars » ($ « 300,000 ») aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than « five hundred thousand dollars » ($ « 500,000 ») 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.

§ 5.1.3 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 that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than « five hundred thousand dollars » ($ « 500,000 ») each accident, « three hundred thousand dollars » ($ « 300,000 ») each employee, and « five hundred thousand dollars » ($ « 500,000 ») policy limit.

§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

§ 5.1.7 Other Insurance Provided by the Contractor
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits
Performance Bond	100% of Contract Amount
Payment Bond	100% of Contract Amount
Statutory Bond	100% of Contract Amount

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

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User Notes: (1283081048)

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 Intent

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.

§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.
(Insert requirements for delivering written notice by email 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.)

« »

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of 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.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 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 seven day period after receipt of written 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, correct

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such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

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

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

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

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 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.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

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

§ 8.5 Warranty

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment 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 12.5.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

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§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. 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 full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

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.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

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§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 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.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or 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. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

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

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. 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 stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 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 other encumbrances adverse to the Owner's interests.

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§ 12.3 Certificates for Payment

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; (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 in writing of the Architect's reasons for withholding certification in part; 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. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.4 Progress Payments

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 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 requirements of the Contract Documents.

§ 12.5 Substantial Completion

§ 12.5.1 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 the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, 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.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or 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 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

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ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 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.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 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 for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- **.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, 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' written notice, terminate employment of the Contractor and may

- **.1** take possession of the site and of all materials thereon owned by the Contractor, and
- **.2** finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

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§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

« »

This Agreement entered into as of the day and year first written above.
(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

« »

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
« »« »	« »« »
(Printed name and title)	*(Printed name and title)*
	LICENSE NO.:
	JURISDICTION:

DRAFT

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1. General Conditions:
   Instruction to Bidder, Bid Form, Addenda, Advertisement for Bid, and The Standard Form of Agreement Between Owner and Contractor, A.I.A. Document A105, 2017 Edition, Articles 1 through 17 inclusive, is a part of this contract.

2. Supplements:
   The following supplements modify, change, delete from or add to the The Standard Form of Agreement Between Owner and Contractor, A.I.A. Document A105, 2017 Edition. Where any article of the Agreement is modified or any paragraph, subparagraph or clause thereof is modified or deleted by these Supplements, the unaltered provisions of that article, paragraph, subparagraph or clause shall remain in effect.

3. In the following Articles contained in Agreement wherever “Architect” is referenced the word “Architect“ shall be deleted and “Owner” or “Owners Representative” shall be added; Articles 9.2, 9.4, 9.5, and 9.6.

4. Add Paragraph 1.2:
   "The work referred to in these documents consists of the furnishing of all labor, materials and equipment for the complete installation of all work as specified herein and shown on the drawings, including delivery, unloading, uncrating, assembling, setting-in-place, leveling, adjustment, completely installing and cleaning up of any debris.

   "The work shall be in strict accordance with the Drawings and Specifications.

   "The Contractor shall thoroughly investigate all local trade jurisdictional rulings and shall be held completely responsible for the settlement of any disputes arising from fabrication, installation, or completion of the Work under this Contract."

5. Subparagraph 5.1.7
   List the Following Types of Insurance or Bonds to be provided by the Contractor:

Types of Insurance or Bond	Limit of liability or bond amount
Liability Insurance	Reference Draft Contract and specifications
Bid Bond	Not Required. Under $100,000
Performance Bond	100% of Contract Amount
Payment Bond	100% of Contract Amount
Statutory Bond	100% of Contract Amount

6. Subparagraph 5.1.6
   Remove the reference of “Contractor” to “Owner”. The Owner shall provide builder’s risk insurance to cover the total value of the entire Project on a replacement cost basis.

7. Paragraph 5.4 Add the following
   Include worker’s compensation coverage for Owner and Architect as additionally insured.

8. Article 7: Add the following
   "7.5 ARCHITECT'S COMPENSATION FOR SERVICES TO REMEDY DEFECTIVE WORK
   When the Architect's Additional services are required because of defective Work, neglect, failure, deficiencies, or default by the Contractor, the Architect's compensation for such services shall be based on the Architect's invoice to the Owner. The invoice, when approved by the Owner, along with other cost, damages and liabilities incurred by the Owner or the Architect, shall be the basis for adjusting the Contract Sum, by Change Order, to compensate the Owner for the Architect's Additional Services."

9. Subparagraph 8.1.2: To the end of the paragraph add the following:

"General Contractor shall assume general coordination and direction of the project. Each Contractor shall cooperate with other contractors on the Work and install his work in sequence to facilitate and not delay the installations of such other contractors. The Architect is neither the coordinator nor the expeditor of the work of the various contracts. The Owner will provide for coordination of the activities of the Owner's own forces."

10. Subparagraph 8.1.3: Add the following:
"Insofar as the Contract Documents have been prepared in accordance with applicable laws, statutes, building codes and regulations, the Contractor shall execute the work in accordance with their intent and with said laws, statutes, building codes and regulations."

11. Subparagraph 8.1.4: Add the following:
"If the Contractor performs any construction activity knowing it involves a recognized error, inconsistence or omission in the Contract Documents without such notice to the Architect, the Contractor shall thereby assume responsibility for performance and shall bear the attributable cost for correction."

12. Paragraph 8.5 Warranty:
Add Subparagraph 8.5.1: The Contractor shall and does hereby guarantee all work for a period of one (1) year from the Date of Substantial Completion of the Work. All movable or adjustable parts shall remain in good working order, including hardware, apparatus, electrical and all other equipment. Nothing in the above intends or implies that this guarantee shall apply where damage occurs due to improper maintenance or operation, or to normal wear and usage. *"This obligation shall survive termination of the Contract. This provision does not alter or waive any implied warranties which may arise."*

13. Paragraph 8.5 Warranty:
Add Subparagraph 8.5.2: "If the Contractor has received notice within one year after the date of substantial completion, the Contractor's obligation to correct nonconforming work shall still be due, notwithstanding the expiration of the notification period.

14. Paragraph 8.5 Warranty:
Add Subparagraph 8.5.3: All warranties required by the Contract Documents shall commence on the date of Substantial Completion of the work or designated portions thereof, or for work first completed after Substantial Completion, on the date of it's acceptance, unless some other commencement date is specifically referenced elsewhere in the contract documents for a specific warranty. The Contractor shall be required to secure any extended warranties or special riders to standard warranties which are required to comply with these requirements."

"If the Contractor has received notice within one year after the date of substantial completion, the Contractor's obligation to correct nonconforming work shall still be due, notwithstanding the expiration of the notification period.

15. Paragraph 8.6 Taxes, Omit and replace with:
The owner exempt from taxes. After bidding, the owner will provide a sale exemption number to the contractor.

16. Add Subparagraph 8.9.1.
"8.9.1 Protection of construction materials and equipment and Owner furnish materials and equipment to be incorporated in the Work stored at the Project site from weather, flood, environmental conditions, theft, damage and all other adversity is solely the responsibility of the Contractor."

17. Add Subparagraph 8.9.2
"8.9.2 Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including, without limitations, lavatories, toilets, entrances, and parking areas other than those designated by the Owner. The Contractor shall comply with

all rules promulgated by the Owner in connection with the use and occupancy of the Project site as amended for time to time."

18. Paragraph 8.12: Add the following:
"8.12.2: Notwithstanding Subparagraph 8.12, 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 from or resulting from blasting activities at the site of the Work, irrespective of the degree of care utilized by the Contractor, a Subcontractor, or anyone directly or indirectly employed by them, in the course of performing those blasting activities."

19. Subparagraph 10.1: Add the following to the second sentence:
". . . plus a reasonable credit for overhead and profit, but in no case less than 75% of the amount which would be included for an increase in the Contract Sum, unless otherwise substantiated by the Contractor and approved by the Architect."

20. Paragraph 10.3.1: Add the following subparagraph:
"10.4: The allowance for combined overhead and profit to be included in the total cost to the Owner for any of the methods for determining adjustments to the Contract Sum shall not exceed 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 Subcontractor, 5 percent of the amount due the Subcontractor.
    3. For each Subcontractor's or Sub-subcontractor's own forces, 10 percent of the cost.
    4. Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.7.
    5. 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 in 7.3.7. Where major cost items are Subcontracts, they shall also be itemized. In no case will a change involving more than $500.00 be approved without such itemization."

21. Add paragraph 11.4
"The average number of calendar days, including weekends and holidays, during which adverse weather shall be anticipated for the general locale of this project are listed below for each month for the year.

(WEATHER ZONE 3) COUNTIES OF ANDERSON, BROWN, CHASE, COFFEY, DOUGLAS, FRANKLIN, GEARY, JACKSON, JEFFERSON, LYON, MARSHALL, MORRIS, NEMAHA, OSAGE, POTTAWATOMIE, RILEY, **SHAWNEE** AND WABAUNSEE

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
5	5	8	10	11	10	8	7	7	6	5	5

"11.4.1 Contractors shall include provision in their bids and construction schedules for no less than this number of calendar days per month during which adverse weather might potentially delay their work. Contractors shall also keep detailed daily onsite logs to substantiate the actual weather conditions and site conditions, including temperature, precipitation, snow or ice cover, wind and similar environmental data; and to document the number of personnel onsite, their activities and time periods for those activities; and the specific days and times when adverse weather prevented work from occurring, and why or how it did.

"11.4.2 Should any Contractor feel that their work was delayed by adverse weather conditions exceeding the number of days identified in Subparagraph 11.4 as normally anticipatable for that month, and should they wish to therefore request a time extension to the Contract, they shall submit such request in writing to the Architect as defined in Section 012600. Such request shall

include copies of the onsite logs during the period in question, as well as any additional data or explanations which can substantiate this request.

"11.4.3 To be eligible for a time extension to the Contract due to adverse weather, the Contractor must have been prevented from working for 50% or more of the Contractor's scheduled work effort for that day, and the work delayed must be critical to the timely completion of the Work. Should adverse weather occur on a weekend or holiday day when the Contractor was not scheduled in advance to work, no extension of time will be allowed for those days, since the Contractor experienced no actual delay to his Work on those days.

"11.4..4 The requests for time extensions and the Work of separate Contractors will be considered independently, since a delay to one may or may not affect the others. A time extension to one separate Contractor does not imply that a similar time extension will also be granted to the other separate Contractors, although requests will be considered from a Contractor not directly delayed by adverse weather who can substantiate that the delayed work of another Contractor will affect the timely completion of his Work.

"11.4.5 The Architect shall advise the Contractor and Owner in writing of his decision within fifteen (15) days of the Contractor's request. Any time extensions which the Architect agrees are reasonable and appropriate shall be incorporated by Contract Change Order."

22. Article 12: Add the following:
"12.7 CONTRACTOR'S ACKNOWLEDGMENT AND CERTIFICATION

"12.7.1 With each pay application, the Contractor shall provide Owner with a statement under oath certifying that Contractor has paid all subcontractors the sums due and owing to Subcontractors as evidenced by prior Applications for Payment. Contractor shall not be entitled to receive any further payments pursuant to the Agreement unless and until Contractor is in compliance with the terms of this paragraph. Contractor acknowledges the right of Owner to advise subcontractors and sub-subcontractors that Owner has made a Progress Payment or has made Final Payment to the Contractor."

“12.8 LIQUIDATED DAMAGES

12.8.1 The Contractor and the Contractor’s surety, if any, shall be liable for and shall pay the Owner the sums hereinafter stipulated as liquidated damages for each calendar day of delay following the established contract completion date until the Work is substantially complete. Such sum shall be deducted from the contract amount by contract change order or directive prior to the final payment

9.12.2 Recognizing that owner’s damages are difficult to determine and that $1,000 per calendar day is a reasonable estimate of any such damages, contractor agrees to pay owner $1,000 per calendar day as liquidated damages if project is not substantially complete by date of contract.

23. Subparagraph 13.1: Add the following:
"13.1.2 Notwithstanding any reference to any rule or regulation, neither the Architect nor the Owner shall assume any duty to provide supervision of construction methods or processes or to enforce compliance with any safety regulations."

END OF SUPPLEMENTARY CONDITIONS

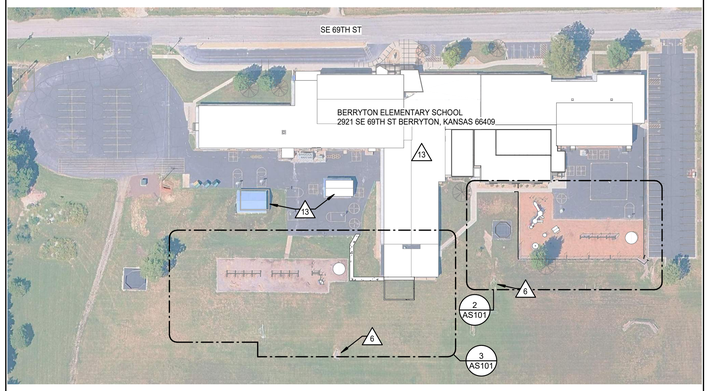
SHAWNEE HEIGHTS USD 450
PLAYGROUND IMPROVEMENTS

Berryton Elementary School
2921 SE 69th St
Berryton, Kansas 66409

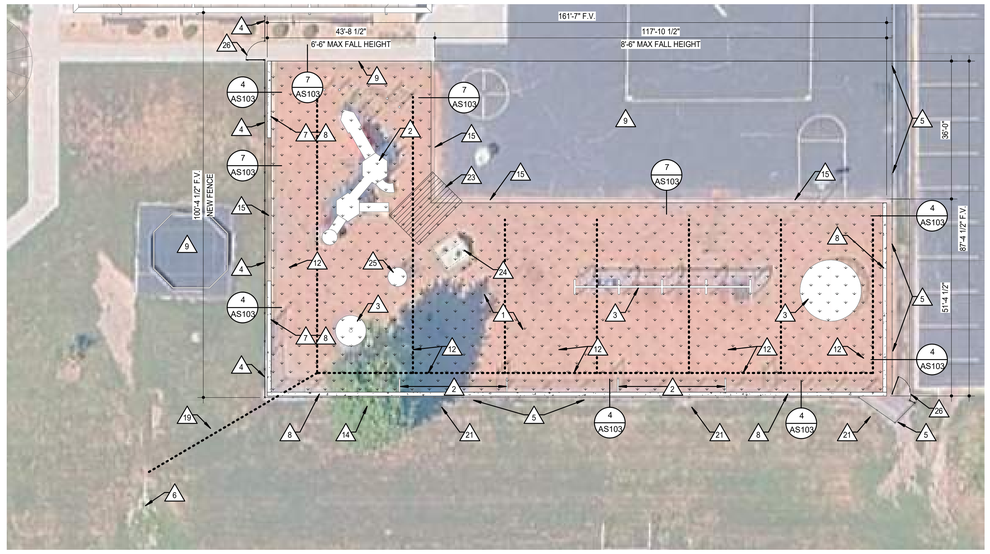
Shawnee Heights Elementary School
2410 SE Burton St
Topeka, Kansas 66605

Tecumseh North Elementary School
314 Stanton Rd
Tecumseh, Kansas 66542

Tecumseh South Elementary School
3346 SE Tecumseh Rd
Tecumseh, Kansas 66542



1 SITE PLAN - BERRYTON
1" = 80'-0"



2 BERRYTON - EAST PLAYGROUND
1/16" = 1'-0" (PRIMARY)

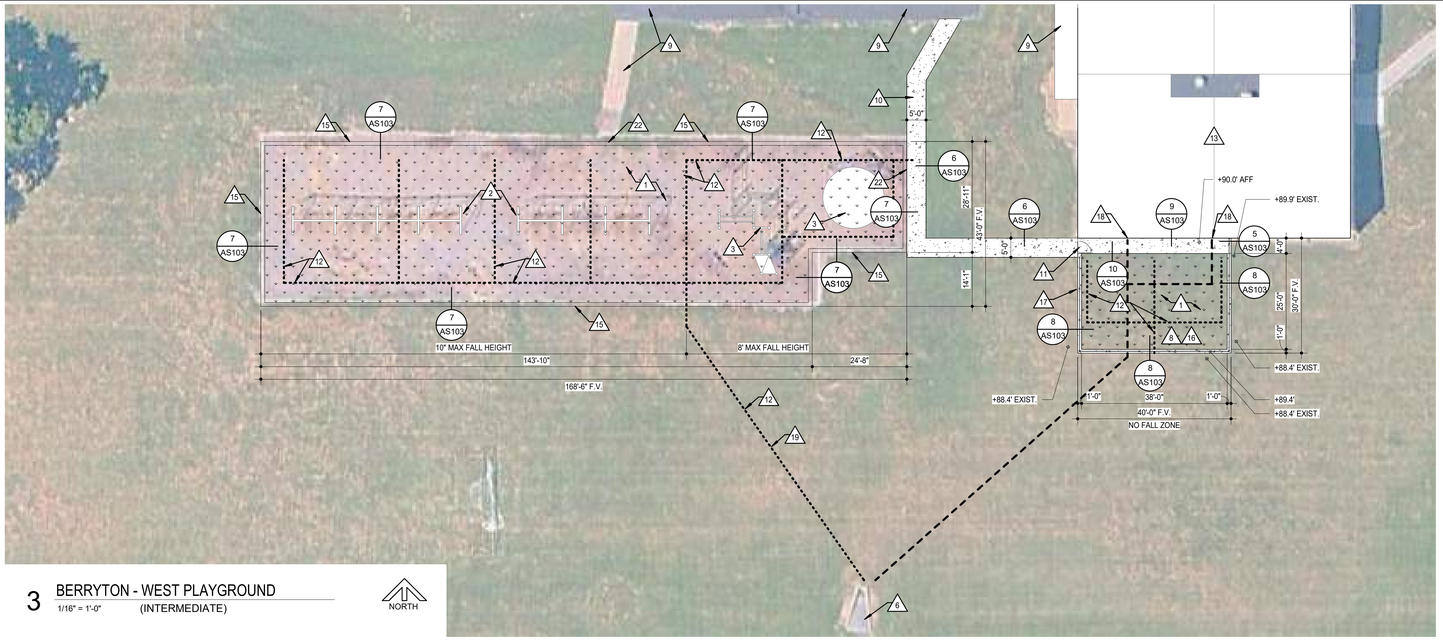
NORTH

GENERAL NOTES

1. CONTRACTOR SHALL NOTIFY THE ARCHITECT OF ANY DISCREPANCIES BETWEEN SPECIFICATIONS AND DRAWINGS, BETWEEN MULTIPLE SPECIFICATION SECTIONS AND/OR BETWEEN MULTIPLE DRAWINGS. THE ARCHITECT WILL DETERMINE WHICH SHALL GOVERN.
2. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS OF THE JOB SITE INCLUDING UTILITIES AND EXISTING STRUCTURES PRIOR TO BEGINNING WORK AND REPORT ANY DISCREPANCIES TO THE ARCHITECT.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR STABILITY OF THE STRUCTURE DURING CONSTRUCTION INCLUDING ALL SHORING AND BRACING REQUIRED TO RESIST REQUIRED VERTICAL AND LATERAL FORCES.

SITE GENERAL NOTES

1. ALL UTILITY INFORMATION SHOWN HEREIN IS BASED ON THE INFORMATION AVAILABLE. THE CONTRACTORS SHALL VERIFY ALL UTILITY DEPTHS & LOCATIONS PRIOR TO CONSTRUCTION. ANY DAMAGE CAUSED BY THE CONTRACTOR'S CONSTRUCTION OPERATIONS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
2. ALL GROUND SURFACES SHALL VARY UNIFORMLY BETWEEN INDICATED ELEVATIONS. GRADING PLAN REFLECTS TOP OF TURF OR PAVEMENT ELEV'S U.N.O.
3. AFTER CONSTRUCTION COMPLETION, STAGING, PARKING, AND TURF SHALL BE RESTORED TO THE PRE-CONSTRUCTION CONDITIONS. ANY DAMAGE TO OR REMOVAL OF EXISTING CONDITIONS OCCURRING ON-SITE DURING CONSTRUCTION SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE OWNER.
4. OWNER TO PROVIDE SEEDING OF DISTURBED SITE AREAS



3 BERRYTON - WEST PLAYGROUND
1/16" = 1'-0" (INTERMEDIATE)

NORTH

PROJECT CONTACTS

OWNER
Shawnee Heights USD 450

4401 SE Shawnee Heights Rd.
Tecumseh, KS 66542

PROJECT CONTACT
Micah Stegall
(785) 379-5800

ARCHITECT
HTK Architects

900 S. Kansas Ave., Suite 200
Topeka, KS 66612

PROJECT CONTACT
Maria Kutina
(785) 266-5373

SHEET INDEX

SITE
AS102 SITE PLAN - T. NORTH + T. SOUTH
AS103 SITE PLAN - SHES + MISC DETAILS
AS101 SITE PLAN - BERRYTON

SITE PLAN NOTES

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3. EXISTING PLAY EQUIPMENT TO REMAIN
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6. EXISTING DRAIN DAYLIGHT
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8. PROVIDE CONCRETE BORDER; REF. DETAIL 4 / AS103
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10. PROVIDE SIDEWALK OR LANDING, PROVIDE THICKENED EDGE @ PERIMETER OF WALK. REF. CIVIL FOR TYPICAL CONTROL JTS. @ 5'-0" O.C. & EXPANSION JTS. 20'-0" O.C. SIDEWALK TO SLOPE @ NO MORE THAN 1:20 & SLOPE AWAY FROM THE BUILDING. SIDEWALK ELEVATION SHALL MATCH ADJ. SIDEWALK/SURFACE ELEVATION; REF. DETAIL 6 / AS103
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KEYNOTES

NOTE: KEYNOTES ARE DRAWN FROM A MASTER LIST AND MAY NOT BE SEQUENTIALLY NUMBERED. SIZES (EX.: 2x4) OR OTHER INFO. FOLLOWING KEYNOTE ON DRAWINGS INDICATES CRITERIA FOR THOSE MATERIALS/LOCATIONS WHICH MAY DIFFER FROM THE STD. MATERIAL SPECIFIED.

033000 -1 CONCRETE
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312000 -1 EARTH MOVING
-4 GRANULAR DRAINAGE COURSE
-6 SUBBASE COURSE
-7 DRAINAGE GEOTEXTILE
-8 SEPARATION GEOTEXTILE
321813 -1 SYNTHETIC TURF SURFACING
-2 SAFETY FOAM CUSHION LAYER
-3 COMPOSITE NAILER
323113 -1 CHAIN LINK FENCE
334100 -1 DRAINAGE PIPING

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900 S. KANSAS AVE., SUITE 200
TOPEKA, KANSAS 66612
P 785.266.5373
www.htkarchitects.com

MARIA R. KUTINA LICENSED 6833 02/02/2026 KANSAS ARCHITECT

DATE:
- February 2, 2026

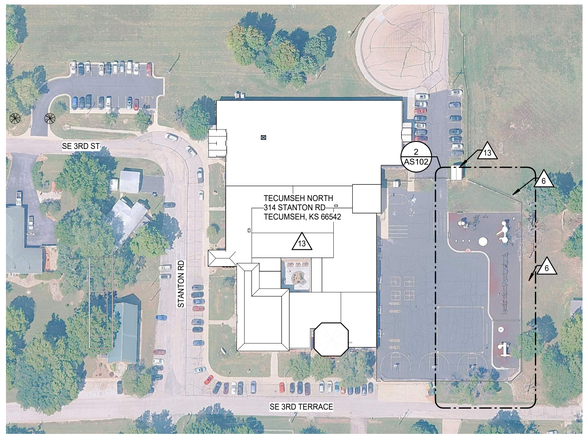
REVISED DATE:

SHAWNEE HEIGHTS USD 450
PLAYGROUND IMPROVEMENTS
CAPITOL IMPROVEMENTS 2026
4201 SE Shawnee Heights Rd., Tecumseh, KS 66542

SHEET CONTENTS:
SITE PLAN - BERRYTON

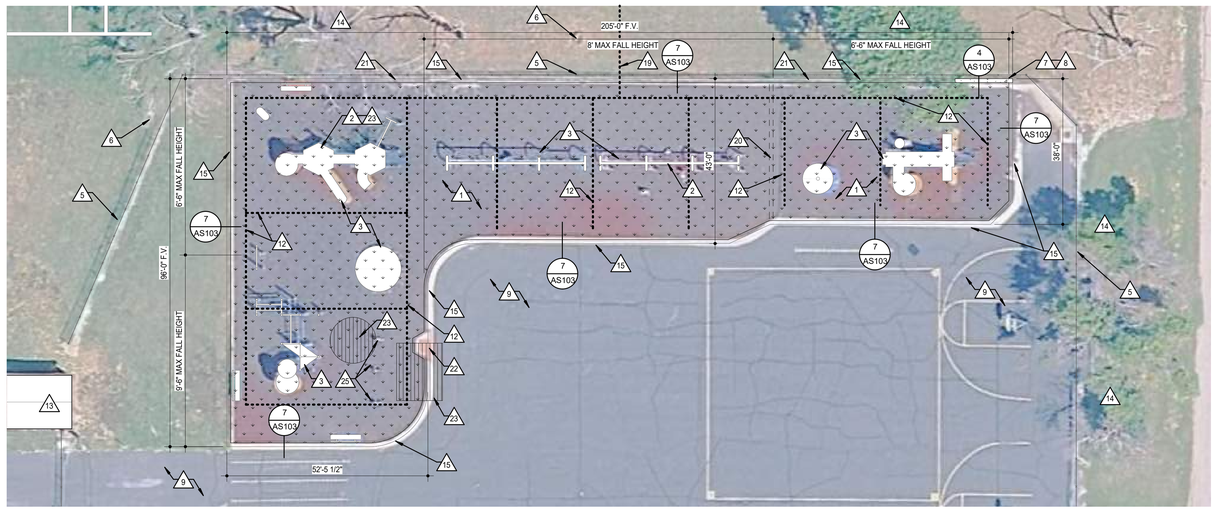
HTK PROJECT NUMBER:
- 2511.01-007

SHEET NUMBER:
AS101



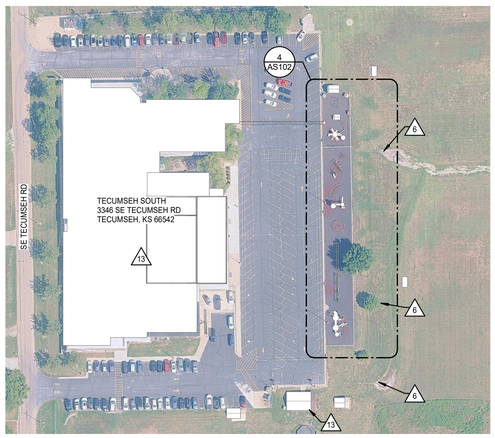
1 SITE PLAN - TECUMSEH NORTH
1" = 80'-0"

NORTH



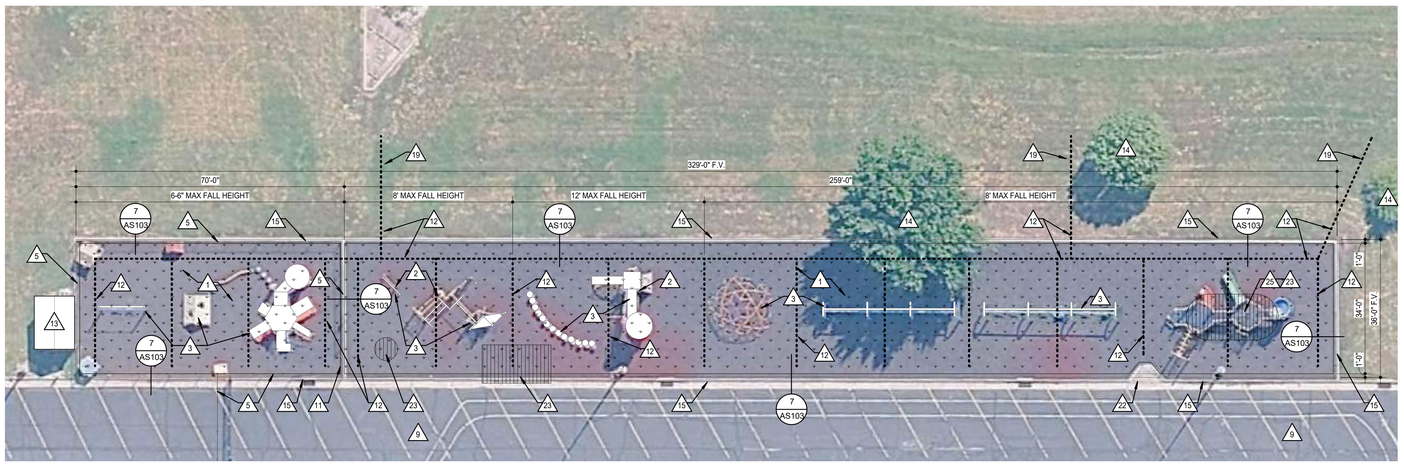
2 SITE PLAN - TECUMSEH NORTH PLAYGROUND
1/16" = 1'-0"

NORTH



3 SITE PLAN - TECUMSEH SOUTH
1" = 80'-0"

NORTH



4 SITE PLAN - TECUMSEH SOUTH PLAYGROUND
1/16" = 1'-0"

NORTH

SITE PLAN NOTES

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KARIA R. KUTTA
LICENSED
6833
02/02/2026
KANSAS
ARCHITECT

DATE:
- February 2, 2026

REVISED DATE:

SHAWNEE HEIGHTS USD 450 PLAYGROUND IMPROVEMENTS

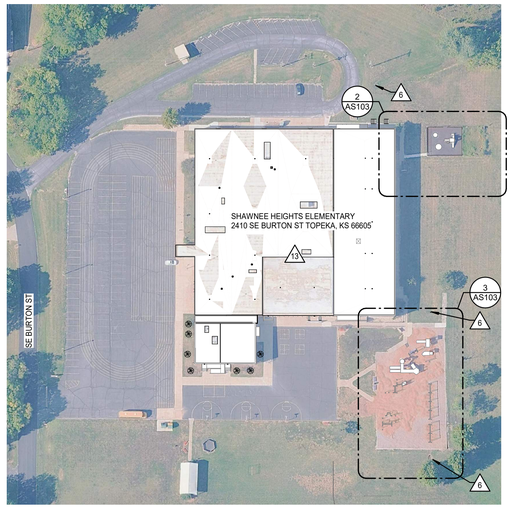
CAPITOL IMPROVEMENTS 2026

4201 SE Shawnee Heights Rd, Tecumseh, KS 66542

SHEET CONTENTS:
SITE PLAN - T. NORTH + T. SOUTH

HTK PROJECT NUMBER:
- 2511.01-007

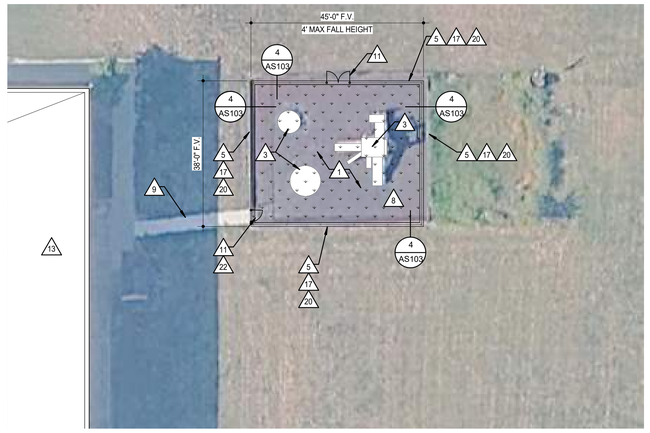
SHEET NUMBER:
AS102



1 SITE PLAN - SHES

1" = 80'-0"

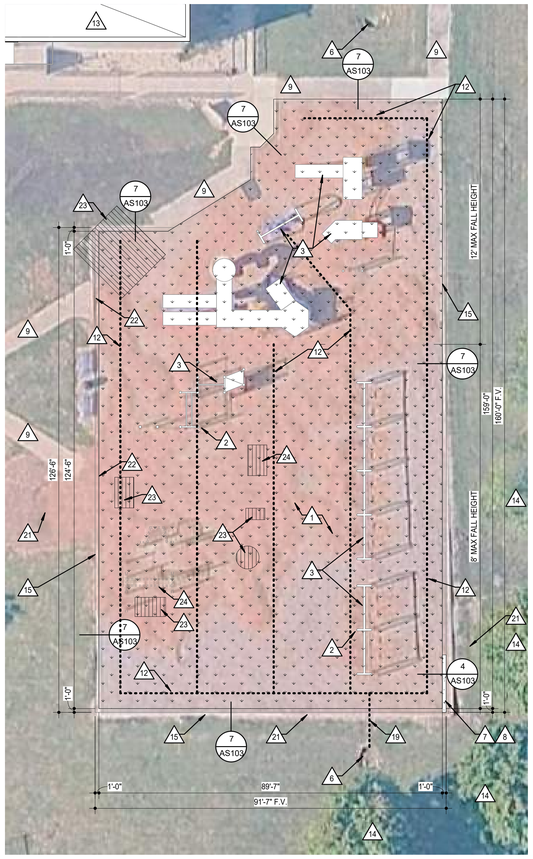
NORTH



2 SITE PLAN - SHES PRE-K PLAYGROUND

1/16" = 1'-0"

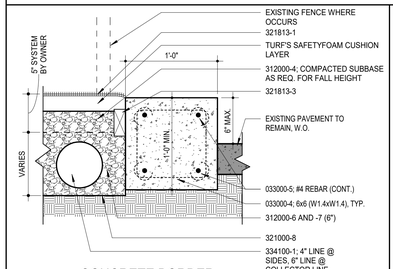
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3 SITE PLAN - SHES PLAYGROUND

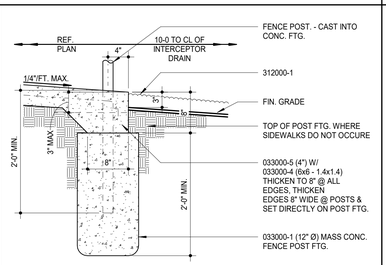
1/16" = 1'-0"

NORTH



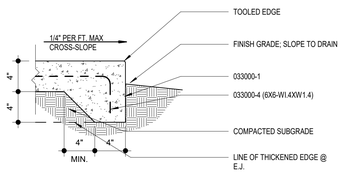
4 CONCRETE BORDER

1 1/2" = 1'-0"



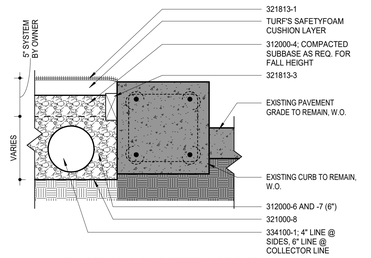
5 FENCE POST @ SIDEWALK

1" = 1'-0"



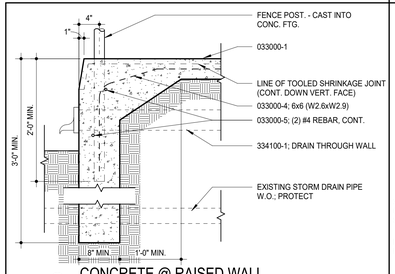
6 SIDEWALK EDGE

1 1/2" = 1'-0"



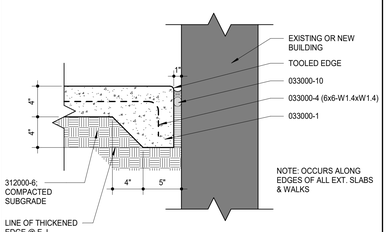
7 EXISTING CONCRETE BORDER

1 1/2" = 1'-0"



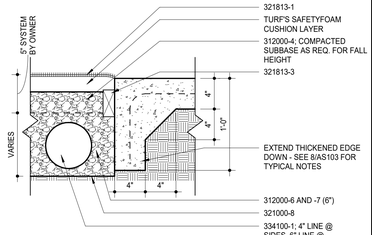
8 CONCRETE @ RAISED WALL

1" = 1'-0"



9 CONCRETE @ EDGE OF WALL

1 1/2" = 1'-0"



10 PLAYGROUND TO SIDEWALK

1 1/2" = 1'-0"

SITE PLAN NOTES

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033000	-1	CONCRETE	321813	-1	SYNTHETIC TURF SURFACING
	-4	WELDED WIRE FABRIC		-2	SAFETY FOAM CUSHION LAYER
	-5	STEEL REINFORCING BAR		-3	COMPOSITE NAILER
	-10	PREMOLDED JOINT FILLER	323113	-1	CHAIN LINK FENCE
312000	-1	EARTH MOVING	334100	-1	DRAINAGE PIPING
	-4	GRANULAR DRAINAGE COURSE			
	-6	SUBBASE COURSE			
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MARK R. KUTTER LICENSED 6893 02/02/2024 KANSAS ARCHITECT

DATE:
- February 2, 2026

REVISED DATE:

SHAWNEE HEIGHTS USD 450 PLAYGROUND IMPROVEMENTS

CAPITOL IMPROVEMENTS 2026

4201 SE Shawnee Heights Rd., Tecumseh, KS 66542

SHEET CONTENTS:
SITE PLAN - SHES + MISC DETAILS

HTK PROJECT NUMBER:
- 2511.01-007

SHEET NUMBER:
AS103

Shawnee Heights USD 450
Playground Improvements

2921 SE 69th St, Berryton, KS 66409
2410 SE Burton St, Topeka, KS 66605
314 Stanton Rd, Tecumseh, KS 66542
3346 SE Tecumseh Rd, Tecumseh, KS 66542

Project Manual
Project No. 2511.01-007

February 2, 2026

Shawnee Heights – USD 450
4401 SE Shawnee Heights Rd.
Tecumseh, KS 66542

HTK ARCHITECTS

Contract Documents © 2026 HTK Architects

ARCHITECT'S PROFESSIONAL SEAL

The drawings, specifications, and other documents referenced in the enclosed Table of Contents for this project (identified in the header above) have been prepared by or under the direct supervision of the following licensed architect(s).



PROJECT MANUAL TABLE OF CONTENTS

PROCUREMENT AND CONTRACTING REQUIREMENTS
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ADVERTISEMENT FOR BIDS
INSTRUCTIONS TO BIDDERS
BID FORM
SAMPLE OWNER-CONTRACTOR AGREEMENT, AIA A105
SUPPLEMENTARY CONDITIONS
SAMPLE SUBSTITUTION REQUEST FORM CSI 1.5C

DIVISION 1 - GENERAL REQUIREMENTS
SECTION 01 1000 – SUMMARY
SECTION 01 2100 – ALLOWANCE
SECTION 01 2600 – CONTRACT MODIFICATION PROCEDURES
SECTION 01 2900 – PAYMENT PROCEDURES
SECTION 01 5000 – TEMPORARY FACILITIES AND CONTROLS
SECTION 01 7329 – CUTTING AND PATCHING
SECTION 01 7700 – CLOSEOUT PROCEDURES
SECTION 01 7823 – OPERATION AND MAINTENANCE DATA

DIVISION 2 – EXISTING CONDITIONS – Not Used

DIVISION 3 - CONCRETE
SECTION 03 3000 – CAST-IN-PLACE CONCRETE

DIVISION 4 thru 30 – Not Used

DIVISION 31 - EARTHWORK
SECTION 31 1000 – SITE CLEARING, EROSION CONTROL & TREE PROTECTION
SECTION 31 2000 – EARTH MOVING

DIVISION 32 – **EXTERIOR IMPROVEMENTS**
SECTION 32 1813 – ARTIFICIAL TURF
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ADVERTISEMENT FOR BIDS

DATE: February 2, 2026

PROJECT
Shawnee Heights USD 450 Playground Improvements

INVITATION
Shawnee Heights USD 450, will receive sealed bids on a General Contract for demolition and construction for the referenced project as described below. General Contractor shall be licensed in the City of Topeka.

PROJECT SCOPE
Renovation of playgrounds at Berryton ES, Shawnee Heights ES, Tecumseh North ES, and Tecumseh South ES
Bids shall be on a stipulated sum basis; segregated bids will not be accepted.
Estimated construction cost (base bid): $1,000,000

BID RECEIVING
Date: Tuesday, February 24, 2026
Time: 2:00 p.m., Central Standard Time
Place: Teams Online Attendance or call 1-347-991-6844, 22004355#, conference ID: 220 043 55#
Meeting ID: 216 954 884 055 04
Passcode: FF9dt3TN

CONTRACT DOCUMENTS
Drawings and specifications will be available from the Salina Blue Print Online Planroom. Full sets of drawings and specifications will be issued as follows:

1) Via Registration through the Salina Blue Print Online Planroom. Contractors shall be responsible, at their own expense, for any printing costs. Contractor shall note that neither the Architect nor Owner make any guarantee to completeness of partial sets and that Contractor shall bear full responsibility for incompleteness of documents when printing, or purchasing printing, of partial sets.
2) Bidding Documents will be available on CD, at purchaser's expense, in a read only format to bidders. Electronic copies of the Drawings that can be manipulated will NOT be available before or after bidding.
3) Salina Blue Print will maintain the list of plan holders for the project and post online. All parties requesting and receiving either copies of sets through deposit or direct-purchase of sets from Salina Blue Print will be registered and added to the list. Please contact Salina Blue Print for additional information and assistance in this process. Notifications of Addendums will be e-mailed only to those who have registered and are tracking the project through the online plan room.
4) Full or partial sets of documents will not be available from the Architect.

BID SECURITY AND BONDS
Bid Security and bonds will be required in accordance with "Instructions to Bidders".

Shawnee Heights – USD 450 reserves the right to waive irregularities and to reject bids.

End of Advertisement for Bids

INSTRUCTIONS TO BIDDERS

DATE: February 2, 2026

PROJECT:
Shawnee Heights USD 450 Playground Improvements

DEFINITIONS
Definitions set forth in the Contract for Construction, A.I.A. Document A-105, 2017 Edition, are applicable to these Instructions to Bidders.

Bidding documents include the Advertisement to Bid, Instructions to Bidders, Bid Form and the Contract Documents, including any Addenda issued prior to receipt of bids.

ADDENDA
Addenda are written or graphic instruments issued prior to the execution of the Contract, which modify or interpret the bidding documents, including drawings and specifications, by additions, deletions, clarifications, or corrections. Addenda will become part of the Contract Documents when the construction contract is executed.

Prior to the receipt of bids, Addenda will be posted to Salina Blue Print Online Plan Room. Notifications of Addenda will be e-mailed only to those who have registered and are tracking the project through the online plan room.

Bidders shall acknowledge receipt of Addenda in the space provided on the Bid Form.

EXAMINATION OF BIDDING DOCUMENTS
Each Bidder shall examine the bidding documents carefully and, not later than ten (10) days prior to the date for receipt of bids, shall make written request to the Architect for interpretation or correction of any ambiguity, inconsistency or error therein which he may discover. Any interpretation or correction will be issued as an Addendum by the Architect. ONLY A WRITTEN INTERPRETATION OR CORRECTION BY ADDENDUM SHALL BE BINDING.

SUBSTITUTION
Should Bidder wish to incorporate in the Base Proposal brands or products other than those named in the specifications, he shall submit written request for substitution approval to the Architect a minimum of ten (10) days prior to date proposals are due. Approved substitutions will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

BID PREPARATION
A single bid will be received for the General Contract including mechanical work and electrical work.

Bids shall be made upon the BID FORM included with these specifications. Fill in all blanks on the BID FORM clearly with typewriter or ink. Erasures or other changes in a bid must be explained or noted over the signature of the Bidder. Signature shall be in longhand by a principal duly authorized to sign contracts; the signature shall be accompanied by the corporate seal impression if bid is by a corporation. Bids shall contain no alterations, nor recapitulation of the work.

Bids shall be prepared and submitted in accordance with these Instructions to Bidders.

For in person bids:

Enclose the Bid Form, along with the required Bid Security and Contractor's Qualification Statement, if required, in a sealed opaque envelope bearing the legend:
BID FORM:
Contract for:
Name of Project:
Name of Bidder:

For electronic bids:
Email bid submission to Shawnee Heights USD 450 – Micah Stegall at stegallm@usd450.net
Copy HTK Project Manager, Brian Hampel at bjh@htkarchitects.com
And Maria Kutina at mrk@htkarchitects.com
Email Subject: Shawnee Heights Playground Bid

BID SECURITY
Bid Security, consisting of a bid bond, certified check, or cashier's check on a solvent bank, shall be enclosed with each bid in the amount of five (5) percent of the Base Bid.

Bid Security shall be made payable, without conditions, to Shawnee Heights USD 450, as a guarantee that the Bidder, if awarded the contract, will promptly execute the formal contract in accordance with the Bid and Contract Documents, and that he will furnish the special bonds for the faithful performance thereof. Bid Securities will be retained until the contract is awarded or other disposition is made thereof.

Bid Security may be forfeited as liquidated damages for all costs, delay, and other expenses created if the successful bidder fails to execute the contract and furnish the Certificate of Insurance and Bonds as required in by the Contract Documents.

BOND / INSURANCE REQUIREMENTS
Within seven (7) days of the notification of intent to issue a contract, the selected Bidder shall furnish the following if their bid amount is over $100,000 per K.S.A 60-1111:
1) A Performance Bond in the amount of 100 percent of the contract price.
2) A Statutory (Material and Labor Payment) Bond in the amount of 100 percent of the contract price.

No matter the bid amount provide the following:
1) Evidence satisfactory to the Owner that Contractor's insurance coverages have been secured.

Furnish bonds on forms and with sureties approved by the Owner and authorized to transact business in Kansas.

Furnish Owner, through the Architect, with two copies each of the Performance Bond and Insurance Certificate.

Contractor shall file Statutory Bond and pay fee to clerk of district court of the county in which the project is constructed. Furnish Owner, through the Architect, with two copies of Statutory Bond indicating that the bond has been duly filed with clerk of the district court.

CONTRACTOR'S QUALIFICATION STATEMENT

Within seven (7) days of the notification of intent to issue a Contract, selected Bidder, if requested, shall furnish to the Architect, a complete copy of AIA Document A-305, "Contractor's Qualification Statement," for each of the major subcontractors listed on the Bid Form.

COORDINATOR
The General Contractor shall assume general coordination and direction of the project. Each contractor shall cooperate with other contractors on the work and install his work sequence to facilitate and not delay the installation of such other contractors. The Architect is not the coordinator nor the expeditor of the work of the various contracts. Ref: Specification Section 013100.

PREFERENTIAL BIDDING STATUTES
To the extent permitted by federal law and regulations, whenever the state of Kansas or any agency, department, bureau or division thereof, or any municipality of the State, including but not limited to, counties, school districts, improvement districts or other public bodies, lets bids for contracts for the erection, construction, alteration or repair of any public work or improvement, or for any purchases of any goods, merchandise, materials, supplies or equipment of any kind, the preferential bidding requirements of K.S.A. 75-3740 shall be followed.

APPOINTMENT OF PROCESS AGENT BY NONRESIDENT CONTRACTOR
Pursuant to provisions of KSA 16-113, a nonresident individual, partnership or unincorporated association, if awarded a Contract, will be required to appoint in writing an agent who is a resident of Kansas, who may receive process in any civil action arising from the contract. Such appointment shall be filed with the secretary of state, per K.S.A. 60-306 and amendments thereto.

The appointment form shall be prepared by Contractor, modeled after state of Kansas forms issued by Division of Purchases and in final form acceptable to Owner, and must be executed and filed with the clerk of the district court of the county in which the Contract Work will be performed, with a receipt therefore provided to the Architect.

SALES TAX
The Owner has determined that the project is exempt from sales tax in accordance with K.S.A. 79-3606(c). Bidders shall exclude all applicable sales taxes from their bids and comply with other indicated requirements.

Owner shall apply for an exemption certificate number and furnish to Contractor. Contractor shall furnish this number to all suppliers from whom purchases are made, and shall require suppliers to include said number on all invoices.

Upon completion of project, Contractor shall furnish Owner with Form STD 77, Project Completion Certification, and forward copy of same to the Kansas Department of Revenue, Topeka, KS 66625. All invoices pertaining to this Project shall be retained by Contractor for a period of at least five (5) years, and are subject to audit by the Kansas Department of Revenue.

BIDDER'S REPRESENTATION
Each Bidder, by making his bid, represents:

1) That he has read and understands the Instructions to Bidders.
2) That he has carefully examined all bidding documents pertaining to the project.
3) That he has visited the site and familiarized himself with the local conditions under which the work is to be performed, including pertinent state and local codes and the conditions of labor and material markets.
4) That he understands time is of the essence in the award and prosecution of the work.

SITE VISITS
Contractors may make arrangements to visit the site and examine the existing building by contacting Micah Stegall 785-379-5820. Site visits shall occur between the hours of 8:30 am and 3:30pm Monday through Thursday.

BID RECEIVING
The Owner will receive and publicly open and read proposals as follows:

Date: Tuesday, February 24, 2026
Time: 2:00 p.m., Central Standard Time
Place: Teams Online Attendance or call 1-347-991-6844, 22004355#, conference ID: 220 043 55#
Meeting ID: 216 954 884 055 04
Passcode: FF9dt3TN

Proposal shall include furnishing all labor, materials, equipment, and performing the work for the project in strict accordance with the Contract Documents as entitled above.

A bid is invalid if it has not been deposited at the designated location prior to the time and date for receipt of bids indicated above, or prior to any extension thereof issued to the Bidder.

BID WITHDRAWAL
A bid may be withdrawn on written, faxed or telegraphic request received by Owner from Bidder prior to time fixed for bid receiving. Faxed bid withdrawal requests will be accepted only if Bidder confirms by telephone that faxed request was received by Owner prior to bid opening time.

Unless otherwise provided in any supplement to these Instructions to Bidders, no Bidder shall modify, withdraw or cancel his bid or any part thereof for thirty (30) days after the opening time of bids.

SUBMISSION OF POST BID INFORMATION

Within seven (7) days of notification of intent to issue a contract, the Bidder shall submit the following:

1) A designation of the work to be performed by the Bidder with his own forces.
2) The names and resumes, including related experience, of the Project Manager and Field Superintendent proposed by the Contractor for this project.
3) A list of names of the subcontractors proposed for the principal portions of the work and other persons or organizations who are to furnish materials or equipment fabricated to a special design.
4) Cost breakdown of construction activities per school site.

The Bidder will be required to establish to the satisfaction of the Architect and the Owner the reliability and responsibility of the proposed subcontractors to furnish and perform the work described in the sections of the specifications pertaining to such proposed subcontractor's respective trades.

Subcontractors and other persons and organizations proposed by the Bidder and accepted by the Owner and the Architect must be used on the work for which they were proposed and accepted and shall not be changed except with written approval of the Owner and the Architect.

CONTRACT

The construction contract shall be the American Institute of Architects Document A-105, Short Form of Agreement Between Owner and Contractor, 2017 Edition.

AWARD OF CONTRACT

Contract will be awarded as soon as possible to the responsible Bidder submitting the lowest acceptable bid (i.e. combination of Base Bid and accepted alternates, with due consideration to unit prices), provided:

1) Evidence of the experience, qualifications and financial responsibility of each Bidder and his subcontractors and the time of completion are all acceptable to the Owner.
2) The total of acceptable bids is within the Owner's financial budget for the project.

REJECTION OF BIDS

The Bidder acknowledges the right of the Owner to reject any or all bids and to waive any formality or irregularity in any bid received. In addition, the Bidder recognizes the right of the Owner to reject a bid if the Bidder failed to furnish any required bid security, or to submit the data required by the bidding documents, or if the bid is in any way incomplete or irregular.

OWNER:
Shawnee Heights USD 450
4401 SE Shawnee Heights Rd.
Tecumseh, KS 66542

End of Instructions to Bidders

_____ _____
(Name of Bidder) (Date)

BID FORM - SINGLE CONTRACT

PROJECT
Shawnee Heights USD 450 Playground Improvements

OWNER
Shawnee Heights USD 450
4401 SE Shawnee Heights Rd.
Tecumseh, KS 66542

In compliance with the Advertisement for Bids and Instructions to Bidders, the undersigned proposes to furnish labor, materials and equipment necessary to complete the work for Shawnee Heights Elmentary School Playground Improvements, in accordance with the contract documents for the General Contract for the prices stated below (in both written and numeric formats).

TOTAL BID AMOUNT

$ _____.00

_____ dollars and 00/100 cents

ADDENDA
Receipt is acknowledged of Addendum No's. (write in Addendum Nos. received) _____

TIME OF COMPLETION

Proposed Substantial Completion Date if other than as outlined in the project schedule information.

Date:_____

CONTRACT
If notified of the acceptance of this proposal within thirty (30) calendar days, the undersigned agrees to execute a contract for the work on the form "Short Form of Agreement Between Owner and Contractor," A.I.A. Document A-105, current edition, within seven (7) calendar days after receipt of notification.

PROPOSAL SECURITY
The undersigned agrees that the Proposal Security shall become the property of the Owner in the event the Contractor fails to execute the Contract and the Bonds within the time set forth above, as liquidated damages for the delay and additional expense to the Owner caused thereby.

MAJOR SUBCONTRACTORS
The undersigned lists and identifies the major subcontractors included as part of this Bid, and further agrees that in the event of receiving the Awarded Contract for the work identified and listed, and contingent on their being acceptable to the Owner, they will be included as a part of the written contract. If award of Alternates affects subcontractors shown, list other subcontractors as applicable for each type of work and combination of Alternates.

Concrete Installer _____
(Name/City)

_____ _____
(Name of Bidder) (Date)

Turf Manufacturer _____
(Name/City)

Proposed Superintendent _____
(Name/City)

DECLARATION
The undersigned hereby declares that he has examined the Contract Documents, has visited the Site, and submits this Proposal in compliance therewith. The undersigned understands that his competence and responsibility and that of his subcontractors, time of completion, as well as any other factors of interest to the Owner may be a consideration in making the award. The Owner reserves the right to reject any or all proposals, to accept or reject alternate proposals and unit prices, and to waive technicalities concerning the proposals received as it may be in his best interest to do so.

_____
Company Name

_____
Address Telephone and FAX Numbers

BY _____ TITLE _____

DRAFT

AIA® Document A105™ – 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the « TBD » day of « TBD » in the year «Two Thousand Twenty Six »
(In words, indicate day, month and year.)

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

«Shawnee Heights USD 450 »
«4401 SE Shawnee Heights Rd.»
«Tecumseh, KS 66542»

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

«TBD »
« »
« »

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

«Shawnee Heights USD 450 – Playground Improvements
2921 SE 69th St., Topeka, KS 66409
2410 SE Burton St., Topeka, KS 66605
314 Stanton Rd, Tecumseh, KS 66542
3346 SE Tecumseh Rd, Tecumseh, KS 66542»

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

«HTK Architects, Inc.»
«900 S. Kansas Ave., Suite 200»
«Topeka, KS 66612»

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.

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

.1 this Agreement signed by the Owner and Contractor;

.2 the drawings and specifications prepared by the Architect, dated «February 2, 2026 », and enumerated as follows:

Drawings: See Article A, Attached

Specifications: See Article A, Attached

.3 addenda prepared by the Architect as follows:

Number	Date	Pages

.4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and

.5 other documents, if any, identified as follows:

«Supplementary Conditions»

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ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:
Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.
(Insert the date of commencement if other than the date of this Agreement.)

« »

§ 2.3 Substantial Completion:
Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:
(Check the appropriate box and complete the necessary information.)

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

[« X »] By the following date: « TBD »

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

« »

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work	Value

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:
(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« »

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:
(Identify each allowance.)

Item	Price

§ 3.5 Unit prices, if any, are as follows:
(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)

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:
(Insert below timing for payments and provisions for withholding retainage, if any.)

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« Payments shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment. »

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.
(Insert rate of interest agreed upon, if any.)

« 0 » % « »

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than « five hundred thousand dollars » ($ « 500,000 ») each occurrence, « three hundred thousand dollars » ($ « 300,000 ») general aggregate, and « three hundred thousand dollars » ($ « 300,000 ») aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than « five hundred thousand dollars » ($ « 500,000 ») 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.

§ 5.1.3 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 that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than « five hundred thousand dollars » ($ « 500,000 ») each accident, « three hundred thousand dollars » ($ « 300,000 ») each employee, and « five hundred thousand dollars » ($ « 500,000 ») policy limit.

§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

§ 5.1.7 Other Insurance Provided by the Contractor
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits
Performance Bond	100% of Contract Amount
Payment Bond	100% of Contract Amount
Statutory Bond	100% of Contract Amount

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

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§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 Intent

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.

§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.
(Insert requirements for delivering written notice by email 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.)

« »

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of 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.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 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 seven day period after receipt of written 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, correct

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User Notes: (1283081048)

such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

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

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

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

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 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.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

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

§ 8.5 Warranty

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment 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 12.5.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

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§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. 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 full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

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.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

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§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 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.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or 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. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

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

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. 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 stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 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 other encumbrances adverse to the Owner's interests.

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§ 12.3 Certificates for Payment

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; (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 in writing of the Architect's reasons for withholding certification in part; 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. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.4 Progress Payments

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 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 requirements of the Contract Documents.

§ 12.5 Substantial Completion

§ 12.5.1 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 the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, 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.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or 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 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

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ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 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.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 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 for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- **.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, 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' written notice, terminate employment of the Contractor and may

- **.1** take possession of the site and of all materials thereon owned by the Contractor, and
- **.2** finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

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§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

« »

This Agreement entered into as of the day and year first written above.
(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

« »

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
« »« »	« »« »
(Printed name and title)	*(Printed name and title)*
	LICENSE NO.:
	JURISDICTION:

DRAFT

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1. General Conditions:
   Instruction to Bidder, Bid Form, Addenda, Advertisement for Bid, and The Standard Form of Agreement Between Owner and Contractor, A.I.A. Document A105, 2017 Edition, Articles 1 through 17 inclusive, is a part of this contract.

2. Supplements:
   The following supplements modify, change, delete from or add to the The Standard Form of Agreement Between Owner and Contractor, A.I.A. Document A105, 2017 Edition. Where any article of the Agreement is modified or any paragraph, subparagraph or clause thereof is modified or deleted by these Supplements, the unaltered provisions of that article, paragraph, subparagraph or clause shall remain in effect.

3. In the following Articles contained in Agreement wherever “Architect” is referenced the word “Architect“ shall be deleted and “Owner” or “Owners Representative” shall be added; Articles 9.2, 9.4, 9.5, and 9.6.

4. Add Paragraph 1.2:
   "The work referred to in these documents consists of the furnishing of all labor, materials and equipment for the complete installation of all work as specified herein and shown on the drawings, including delivery, unloading, uncrating, assembling, setting-in-place, leveling, adjustment, completely installing and cleaning up of any debris.

   "The work shall be in strict accordance with the Drawings and Specifications.

   "The Contractor shall thoroughly investigate all local trade jurisdictional rulings and shall be held completely responsible for the settlement of any disputes arising from fabrication, installation, or completion of the Work under this Contract."

5. Subparagraph 5.1.7
   List the Following Types of Insurance or Bonds to be provided by the Contractor:

Types of Insurance or Bond	Limit of liability or bond amount
Liability Insurance	Reference Draft Contract and specifications
Bid Bond	Not Required. Under $100,000
Performance Bond	100% of Contract Amount
Payment Bond	100% of Contract Amount
Statutory Bond	100% of Contract Amount

6. Subparagraph 5.1.6
   Remove the reference of “Contractor” to “Owner”. The Owner shall provide builder’s risk insurance to cover the total value of the entire Project on a replacement cost basis.

7. Paragraph 5.4 Add the following
   Include worker’s compensation coverage for Owner and Architect as additionally insured.

8. Article 7: Add the following
   "7.5 ARCHITECT'S COMPENSATION FOR SERVICES TO REMEDY DEFECTIVE WORK
   When the Architect's Additional services are required because of defective Work, neglect, failure, deficiencies, or default by the Contractor, the Architect's compensation for such services shall be based on the Architect's invoice to the Owner. The invoice, when approved by the Owner, along with other cost, damages and liabilities incurred by the Owner or the Architect, shall be the basis for adjusting the Contract Sum, by Change Order, to compensate the Owner for the Architect's Additional Services."

9. Subparagraph 8.1.2: To the end of the paragraph add the following:

"General Contractor shall assume general coordination and direction of the project. Each Contractor shall cooperate with other contractors on the Work and install his work in sequence to facilitate and not delay the installations of such other contractors. The Architect is neither the coordinator nor the expeditor of the work of the various contracts. The Owner will provide for coordination of the activities of the Owner's own forces."

10. Subparagraph 8.1.3: Add the following:
"Insofar as the Contract Documents have been prepared in accordance with applicable laws, statutes, building codes and regulations, the Contractor shall execute the work in accordance with their intent and with said laws, statutes, building codes and regulations."

11. Subparagraph 8.1.4: Add the following:
"If the Contractor performs any construction activity knowing it involves a recognized error, inconsistence or omission in the Contract Documents without such notice to the Architect, the Contractor shall thereby assume responsibility for performance and shall bear the attributable cost for correction."

12. Paragraph 8.5 Warranty:
Add Subparagraph 8.5.1: The Contractor shall and does hereby guarantee all work for a period of one (1) year from the Date of Substantial Completion of the Work. All movable or adjustable parts shall remain in good working order, including hardware, apparatus, electrical and all other equipment. Nothing in the above intends or implies that this guarantee shall apply where damage occurs due to improper maintenance or operation, or to normal wear and usage. *"This obligation shall survive termination of the Contract. This provision does not alter or waive any implied warranties which may arise."*

13. Paragraph 8.5 Warranty:
Add Subparagraph 8.5.2: "If the Contractor has received notice within one year after the date of substantial completion, the Contractor's obligation to correct nonconforming work shall still be due, notwithstanding the expiration of the notification period.

14. Paragraph 8.5 Warranty:
Add Subparagraph 8.5.3: All warranties required by the Contract Documents shall commence on the date of Substantial Completion of the work or designated portions thereof, or for work first completed after Substantial Completion, on the date of it's acceptance, unless some other commencement date is specifically referenced elsewhere in the contract documents for a specific warranty. The Contractor shall be required to secure any extended warranties or special riders to standard warranties which are required to comply with these requirements."

"If the Contractor has received notice within one year after the date of substantial completion, the Contractor's obligation to correct nonconforming work shall still be due, notwithstanding the expiration of the notification period.

15. Paragraph 8.6 Taxes, Omit and replace with:
The owner exempt from taxes. After bidding, the owner will provide a sale exemption number to the contractor.

16. Add Subparagraph 8.9.1.
"8.9.1 Protection of construction materials and equipment and Owner furnish materials and equipment to be incorporated in the Work stored at the Project site from weather, flood, environmental conditions, theft, damage and all other adversity is solely the responsibility of the Contractor."

17. Add Subparagraph 8.9.2
"8.9.2 Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including, without limitations, lavatories, toilets, entrances, and parking areas other than those designated by the Owner. The Contractor shall comply with

all rules promulgated by the Owner in connection with the use and occupancy of the Project site as amended for time to time."

18. Paragraph 8.12: Add the following:
"8.12.2: Notwithstanding Subparagraph 8.12, 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 from or resulting from blasting activities at the site of the Work, irrespective of the degree of care utilized by the Contractor, a Subcontractor, or anyone directly or indirectly employed by them, in the course of performing those blasting activities."

19. Subparagraph 10.1: Add the following to the second sentence:
". . . plus a reasonable credit for overhead and profit, but in no case less than 75% of the amount which would be included for an increase in the Contract Sum, unless otherwise substantiated by the Contractor and approved by the Architect."

20. Paragraph 10.3.1: Add the following subparagraph:
"10.4: The allowance for combined overhead and profit to be included in the total cost to the Owner for any of the methods for determining adjustments to the Contract Sum shall not exceed 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 Subcontractor, 5 percent of the amount due the Subcontractor.
    3. For each Subcontractor's or Sub-subcontractor's own forces, 10 percent of the cost.
    4. Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.7.
    5. 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 in 7.3.7. Where major cost items are Subcontracts, they shall also be itemized. In no case will a change involving more than $500.00 be approved without such itemization."

21. Add paragraph 11.4
"The average number of calendar days, including weekends and holidays, during which adverse weather shall be anticipated for the general locale of this project are listed below for each month for the year.

(WEATHER ZONE 3) COUNTIES OF ANDERSON, BROWN, CHASE, COFFEY, DOUGLAS, FRANKLIN, GEARY, JACKSON, JEFFERSON, LYON, MARSHALL, MORRIS, NEMAHA, OSAGE, POTTAWATOMIE, RILEY, **SHAWNEE** AND WABAUNSEE

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
5	5	8	10	11	10	8	7	7	6	5	5

"11.4.1 Contractors shall include provision in their bids and construction schedules for no less than this number of calendar days per month during which adverse weather might potentially delay their work. Contractors shall also keep detailed daily onsite logs to substantiate the actual weather conditions and site conditions, including temperature, precipitation, snow or ice cover, wind and similar environmental data; and to document the number of personnel onsite, their activities and time periods for those activities; and the specific days and times when adverse weather prevented work from occurring, and why or how it did.

"11.4.2 Should any Contractor feel that their work was delayed by adverse weather conditions exceeding the number of days identified in Subparagraph 11.4 as normally anticipatable for that month, and should they wish to therefore request a time extension to the Contract, they shall submit such request in writing to the Architect as defined in Section 012600. Such request shall

include copies of the onsite logs during the period in question, as well as any additional data or explanations which can substantiate this request.

"11.4.3 To be eligible for a time extension to the Contract due to adverse weather, the Contractor must have been prevented from working for 50% or more of the Contractor's scheduled work effort for that day, and the work delayed must be critical to the timely completion of the Work. Should adverse weather occur on a weekend or holiday day when the Contractor was not scheduled in advance to work, no extension of time will be allowed for those days, since the Contractor experienced no actual delay to his Work on those days.

"11.4..4 The requests for time extensions and the Work of separate Contractors will be considered independently, since a delay to one may or may not affect the others. A time extension to one separate Contractor does not imply that a similar time extension will also be granted to the other separate Contractors, although requests will be considered from a Contractor not directly delayed by adverse weather who can substantiate that the delayed work of another Contractor will affect the timely completion of his Work.

"11.4.5 The Architect shall advise the Contractor and Owner in writing of his decision within fifteen (15) days of the Contractor's request. Any time extensions which the Architect agrees are reasonable and appropriate shall be incorporated by Contract Change Order."

22. Article 12: Add the following:
"12.7 CONTRACTOR'S ACKNOWLEDGMENT AND CERTIFICATION

"12.7.1 With each pay application, the Contractor shall provide Owner with a statement under oath certifying that Contractor has paid all subcontractors the sums due and owing to Subcontractors as evidenced by prior Applications for Payment. Contractor shall not be entitled to receive any further payments pursuant to the Agreement unless and until Contractor is in compliance with the terms of this paragraph. Contractor acknowledges the right of Owner to advise subcontractors and sub-subcontractors that Owner has made a Progress Payment or has made Final Payment to the Contractor."

“12.8 LIQUIDATED DAMAGES

12.8.1 The Contractor and the Contractor’s surety, if any, shall be liable for and shall pay the Owner the sums hereinafter stipulated as liquidated damages for each calendar day of delay following the established contract completion date until the Work is substantially complete. Such sum shall be deducted from the contract amount by contract change order or directive prior to the final payment

9.12.2 Recognizing that owner’s damages are difficult to determine and that $1,000 per calendar day is a reasonable estimate of any such damages, contractor agrees to pay owner $1,000 per calendar day as liquidated damages if project is not substantially complete by date of contract.

23. Subparagraph 13.1: Add the following:
"13.1.2 Notwithstanding any reference to any rule or regulation, neither the Architect nor the Owner shall assume any duty to provide supervision of construction methods or processes or to enforce compliance with any safety regulations."

END OF SUPPLEMENTARY CONDITIONS

Knowledge for Creating and Sustaining the Built Environment

FORM 1.5C SUBSTITUTION REQUEST

(During the Bidding/Negotiating Stage)

Project: _____ Substitution Request Number: _____

_____ From: _____

To: _____ Date: _____

_____ A/E Project Number: _____

Re: _____ Contract For: _____

Specification Title: _____ Description: _____

Section: _____ Page: _____ Article/Paragraph: _____

Proposed Substitution: _____

Manufacturer: _____ _____ Phone: _____

Trade Name: _____ Model No.: _____

Attached data includes product description, specifications, drawings, photographs, and performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified.

Attached data also includes a description of changes to the Contract Documents that the proposed substitution will require for its proper installation.

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.

Submitted by: _____

Signed by: _____

Firm: _____

Address: _____

_____

Telephone: _____

A/E's REVIEW AND ACTION

☐ Substitution approved - Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures.
☐ Substitution approved as noted - Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures.
☐ Substitution rejected - Use specified materials.
☐ Substitution Request received too late - Use specified materials.

Signed by: Date:

Supporting Data Attached: ☐ Drawings ☐ Product Data ☐ Samples ☐ Tests ☐ Reports ☐ _____

Attach to E-Mail | Print a Copy | Save a Copy | Attach a file | Reset Form

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SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes the following:
1. Project Information.
2. Work covered by the Contract Documents.
3. Type of the Contract.
4. Work phases.
5. Work under other contracts.
6. Owner-furnished products.
7. Use of premises
8. Owner’s occupancy requirements
9. Work restrictions
10. Specification formats and conventions

B. Related Sections include the following:

1. Division 01 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. Project Identification: Shawnee Heights USD 450 Playground Improvements

1. Project Location:
Berryton Elementary School.
2921 SE 69th St, Berryton, KS 66409

Shawnee Heights Elementary School
2410 SE Burton St, Topeka, KS 66605

Tecumseh North Elementary School
314 Stanton Rd, Tecumseh, KS 66542

Tecumseh South Elementary School
3346 SE Tecumseh Rd, Tecumseh, KS 66542

B. Owner: Shawnee Heights USD 450

1. Owner's Address: 4401 SE Shawnee Heights Rd, Tecumseh, KS 66542

2. Owner’s Representative: Micah Stegall (785-379-5800)

C. Architect: HTK Architects, Inc., 900 Kansas Ave., Suite 200, Topeka, KS 66612

D. The Work consists of the following:

1. The Work includes areas of playground improvements as indicated on Drawings.

1.4 TYPE OF CONTRACT

A. Project will be constructed under a single prime contract.

1.5 WORK PHASES

A. The Work shall be conducted in a single phase.

B. With the submission of the bid, submit a schedule showing the sequence, commencement and completion dates, and move-out and -in dates of Owner's personnel for all phases of the Work.

1.6 WORK UNDER OTHER 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. Coordinate the Work of this Contract with work performed under separate contracts.

B. Concurrent Work: Owner will award separate contract(s) for the following construction operations at Project site. Those operations will be conducted simultaneously with work under this Contract and shall be coordinated with the Owner’s contract work.

1. Playground Equipment.

2. Equipment Painting.

1.7 USE OF PREMISES

A. General: Contractor shall have limited use of premises for construction operations as indicated on Drawings by the Contract limits.

B. Use of Site: Limit use of premises to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Owner Occupancy: Allow for Owner occupancy of Project site.
2. Driveways 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. Schedule deliveries to minimize use of driveways and entrances.
    b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
    c. Schedule deliveries to not interfere with the owner’s bus drop off & pick up schedule.

C. Use of Existing Building: Maintain existing building in a weathertight condition throughout construction period. Repair damage caused by construction operations. Protect building and its occupants during construction period.

D. Contractor parking and staging will be provided on site.

1.8 OWNER'S OCCUPANCY REQUIREMENTS

A. Partial Owner Occupancy: Owner will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits, unless otherwise indicated.

1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.

B. Owner Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed areas of building, before Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and partial 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 before Owner occupancy.
2. Obtain a Certificate of Occupancy from authorities having jurisdiction before Owner occupancy.
3. Before partial 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 building.
4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of building.

1.9 WORK RESTRICTIONS

A. On-Site Work Hours: Work shall be generally performed inside the existing building during normal business working hours of 8 a.m. to 5 p.m., Monday through Friday, except otherwise indicated.

1. Weekend Hours: Coordinate with Owner for event scheduling.
2. Early Morning Hours: Coordinate with Owner for event scheduling.
3. Hours for Utility Shutdowns: Coordinate with Owner for event scheduling.
4. Hours for noisy activity: Coordinate with Owner.

B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

1. Notify Owner not less than two days in advance of proposed utility interruptions.
2. Do not proceed with utility interruptions without Owner's written permission.

1.10 SPECIFICATION FORMATS AND 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 012100 - ALLOWANCES

PART 1 - GENERAL

1.1 SUMMARY

Section includes administrative and procedural requirements governing allowances.

Types of allowances include the following:
Lump-sum allowances.

1.2 SELECTION AND PURCHASE

At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.

Purchase products and systems selected by Architect from the designated supplier.

1.3 ACTION SUBMITTALS

Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

1.4 INFORMATIONAL SUBMITTALS

Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.

Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.5 COORDINATION

Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.6 LUMP-SUM ALLOWANCES

Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include freight and delivery to Project site.

Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.

Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.

1. Unused allowances or partially used allowances may be applied toward change order items that are unrelated to the allowance. GC overhead and profit for allowances, shall be included in base bid.

1.7 ADJUSTMENT OF ALLOWANCES

Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final

measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.

Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.

Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.

No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated. No change to Contractor's indirect expense is permitted for unrelated work done with excess allowance.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

Allowance No. 1: Building: Include the sum of **$5,000**

This allowance is for work required due to unforeseen conditions encountered during construction and includes material cost, receiving, handling, and installation. General Contractor O&P shall be included in base bid.

END OF SECTION 012100

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

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.

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 20 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
      a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
      b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
      c. Include costs of labor and supervision directly attributable to the change.
      d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

B. Contractor-Initiated Work Change 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.

1.4 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.

1.5 CONSTRUCTION CHANGE DIRECTIVE

A. Change Directive: Architect may issue a Change Directive on AIA Document G714. Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
1. 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 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 012100 "Allowances" for procedural requirements governing the handling and processing of allowances.
2. Section 012600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.

1.2 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 days before the date scheduled for submittal of initial Applications for Payment.

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. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
4. 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.
5. 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.
6. 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.
7. 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.

8. 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.

1.3 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
   1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.

C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.

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 of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

E. Transmittal: Electronically submit one signed and notarized original copies of each Application for Payment to Architect. One copy shall include waivers of lien and similar attachments if required.
   1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

F. Waivers of Mechanic's Lien: If required, with each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
   1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
   2. When an application shows completion of an item, submit conditional final or full waivers.
   3. Owner reserves the right to designate which entities involved in the Work must submit waivers.

G. 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. Schedule of unit prices.
   5. Submittal schedule (preliminary if not final).
   6. List of Contractor's staff assignments.
   7. List of Contractor's principal consultants.
   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.
12. Certificates of insurance and insurance policies.

H. 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 Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

I. 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 G706-1994, "Contractor's Affidavit of Payment of Debts and Claims."
5. AIA Document G706A-1994, "Contractor's Affidavit of Release of Liens."
6. AIA Document G707-1994, "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.
8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
9. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 01 5000 – TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes requirements for temporary facilities and controls, including temporary utilities, support facilities, and security and protection facilities.

B. Temporary utilities include, but are not limited to, the following:

1. Drainage.
2. Water service and distribution.
3. Sanitary facilities, including toilets, wash facilities, and drinking-water facilities.

C. Support facilities include, but are not limited to, the following:

1. Project identification and temporary signs.
2. Waste disposal facilities.
3. Construction aids and miscellaneous services and facilities.

D. Security and protection facilities include, but are not limited to, the following:

1. Environmental protection.
2. Stormwater control.
3. Site enclosure fence.
4. Fire protection.

1.3 USE CHARGES

A. General: Cost or use charges for temporary facilities are not chargeable to Owner or Architect and shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, the following:

1. Owner's construction forces.
2. Occupants of Project.
3. Architect.
4. Testing agencies.
5. Personnel of authorities having jurisdiction.

B. Water Service: Use water from Owner’s existing water system without metering and without payment of use charges. Provide connections and extensions of service as required for construction operation.

C. Electric Power Service: Electrical power from Owner’s existing system is available for use without meters and without payment of use charges. Provide connections and extensions of service as required for construction operation.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Provide new materials. Undamaged, previously used materials in serviceable condition may be used if approved by Architect. Provide materials suitable for use intended.

B. Portable Chain-Link Fencing: Minimum 2-inch, 9-gage, 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 concrete or steel bases for supporting posts.

C. Lumber and Plywood: Comply with requirements in Division 6 Section "Rough Carpentry."

D. Tarpaulins: Fire-resistive labeled with flame-spread rating of 15 or less.

E. Water: Potable.

2.2 EQUIPMENT

A. General: Provide equipment suitable for use intended.

B. Fire Extinguishers: Hand carried, portable, UL rated. Provide class and extinguishing agent as indicated or a combination of extinguishers of NFPA-recommended classes for exposures.

1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.

C. Self-Contained Toilet Units: Single-occupant units of chemical, aerated recirculation, or combustion type; vented; fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.

D. Drinking-Water Fixtures: Containerized, tap-dispenser, bottled-water drinking-water units, including paper cup supply.

E. Heating Equipment: Unless Owner authorizes use of permanent heating system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.

1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
2. Heating Units: Listed and labeled, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use for type of fuel being consumed.
3. Verify temporary heating equipment fumes will not impair quality of finish installation. Damaged finishes due to heating fumes shall be removed and replaced at Contractors expense.

F. Electrical Outlets: Properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-V plugs into higher-voltage outlets; equipped with ground-fault circuit interrupters, reset button, and pilot light.

G. Power Distribution System Circuits: Where permitted and overhead and exposed for surveillance, wiring circuits, not exceeding 125-V ac, 20-A rating, and lighting circuits may be nonmetallic sheathed cable.

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.

B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. 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: Engage appropriate local utility company to install temporary service or connect to existing service. Where utility company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with utility company recommendations.

1. Arrange with utility company to make connections for temporary services.
2. Provide adequate capacity at each stage of construction. Before temporary utility is available, provide trucked-in services.
3. Obtain easements to bring temporary utilities to Project site where Owner's easements cannot be used for that purpose.

B. Water Service: Contractor will be responsible for all costs associated with connections to existing service. At project completion, restore these facilities to condition existing before initial use.

1. Provide rubber hoses as necessary to serve Project site.
2. As soon as water is required, extend service to form a temporary water distribution system. Provide yard hydrant and hose bib connections so that all areas of new construction can be reached with a 100-foot hose.
3. Where installations below an outlet might be damaged by spillage or leakage, provide a drip pan of suitable size to minimize water damage. Drain accumulated water promptly from pans.

C. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for type, number, location, operation, and maintenance of fixtures and facilities.

1. Disposable Supplies: Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Maintain adequate supply. Provide covered waste containers for disposal of used material.
2. Toilets: Use of new construction toilet facilities will not be permissible. Install self-contained portable restroom units. Shield toilets to ensure privacy. Provide separate facilities for male and female personnel.
3. Wash Facilities: Install wash facilities supplied with potable water at convenient locations for personnel who handle materials that require wash up. Dispose of drainage properly. Supply cleaning compounds appropriate for each type of material handled.
    a. Provide safety showers, eyewash fountains, and similar facilities for convenience, safety, and sanitation of personnel.
4. Drinking-Water Facilities: Provide bottled-water, drinking-water units.

D. Electric Distribution: Provide receptacle outlets adequate for connection of power tools and equipment.

1. Provide waterproof connectors to connect separate lengths of electrical power cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.
2. Provide warning signs at power outlets other than 110 to 120 V.
3. Provide metal conduit, tubing, or metallic cable for wiring exposed to possible damage. Provide rigid steel conduits for wiring exposed on grades, floors, decks, or other traffic areas.
4. Provide metal conduit enclosures or boxes for wiring devices.
5. Provide 4-gang outlets, spaced so 100-foot extension cord can reach each area for power hand tools and task lighting. Provide a separate 125-V ac, 20-A circuit for each outlet.

3.3 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:

1. Locate sanitary facilities, and other temporary construction and support facilities for easy access.
2. Comply with NFPA 241.
3. Maintain support facilities until near Substantial Completion. Remove at Substantial Completion. Personnel remaining after Substantial Completion will not be permitted to use permanent facilities, unless arraignments are made with the Owner's Representative.

B. Project Identification and Temporary Signs: Prepare Project identification and other signs in sizes approved by the Owner. Install project identification sign where directed by the Architect to inform public and persons seeking entrance to Project. Provide directional signs at locations required to effectively direct traffic to or around construction site. Provide directional signs of similar construction and graphics to project sign or of standard painted metal and metal stakes. Signs shall be approximately 4 S.F. each. Do not permit installation of unauthorized signs.

C. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Containerize and clearly label hazardous, dangerous, or unsanitary waste materials separately from other waste.

1. If required by authorities having jurisdiction, provide separate containers, clearly labeled, for each type of waste material to be deposited.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects. Avoid using tools and equipment that produce harmful noise. Restrict use of noisemaking tools and equipment to hours that will minimize complaints from persons or firms near Project site.

B. Stormwater Control: Provide earthen embankments and similar barriers in and around excavations and subgrade construction, sufficient to prevent flooding by runoff of stormwater from heavy rains.

C. Site Enclosure Fencing: Before construction operations begin, install portable chain-link enclosure fencing with lockable entrance gates. Locate to accommodate construction

operations. Install in a manner that will prevent people, dogs, and other animals from easily entering site except by entrance gates.

1. Set fence posts in concrete or steel bases.
2. Provide gates in sizes and at locations necessary to accommodate delivery vehicles and other construction operations.
3. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Provide Owner with one set of keys.

D. Temporary Fire Protection: Until fire-protection needs are supplied by permanent facilities, install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.

1. Provide fire extinguishers, installed on walls on mounting brackets, visible and accessible from space being served, with sign mounted above.
    a. Field Offices: Class A stored-pressure water-type extinguishers.
    b. Other Locations: Class ABC dry-chemical extinguishers or a combination of extinguishers of NFPA-recommended classes for exposures.
    c. Locate fire extinguishers where convenient and effective for their intended purpose; provide not less than one extinguisher on each floor at or near each usable stairwell.
2. Store combustible materials in containers in fire-safe locations.
3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, stairways, and other access routes for firefighting. Prohibit smoking in hazardous fire-exposure areas.
4. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition.
5. Permanent Fire Protection: At earliest feasible date in each area of Project, complete installation of permanent fire-protection facility, including connected services, and place into operation and use. Instruct key personnel on use of facilities.
6. Develop and supervise an overall fire-prevention and first-aid fire-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.

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. Protect from damage caused by freezing temperatures and similar elements.

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.
2. Prevent water-filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.

C. Temporary Facility Changeover: Except for using permanent fire protection, as soon as available, 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 the property of Contractor.
2. At Final Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements in Division 1 Section "Closeout Procedures."

END OF SECTION 01 5000

SECTION 017329 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes procedural requirements for cutting and patching.

B. Related Sections include the following:
   1. Divisions 02 through 49 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

1.3 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.

B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.4 QUALITY ASSURANCE

A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.

B. 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. Operating elements include the following:

   1. Primary operational systems and equipment.
   2. Air or smoke barriers.
   3. Fire-suppression systems.
   4. Mechanical systems piping and ducts.
   5. Control systems.
   6. Communication systems.
   7. Conveying systems.
   8. Electrical wiring systems.

C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related 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. Miscellaneous elements include the following:

   1. Water, moisture, or vapor barriers.

2. Membranes and flashings.
3. Exterior curtain-wall construction.
4. Equipment supports.
5. Piping, ductwork, vessels, and equipment.

D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces 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.

1.5 WARRANTY

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

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

B. In-Place Materials: Use materials 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 match the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.

1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Temporary Support: Provide temporary support of Work to be cut.

B. 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.

C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

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.

3.3 PERFORMANCE

A. 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. 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 as small as possible, neatly to 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 Division 31 Sections where required by cutting and patching operations.
5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
6. Proceed with patching after construction operations requiring cutting are complete.

C. 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 possible. Provide materials and comply with installation requirements specified in other Sections.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate 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 eliminate 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.
3. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.

D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 017329

SECTION 01 7700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Final completion procedures.
2. Warranties.
3. Final cleaning.

1.3 FINAL COMPLETION

A. Final Procedures: Before requesting inspection for determining date of Final Completion, complete the following. List items below that are incomplete with request.

1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
2. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
3. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
4. Prepare and submit Project Record Documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
5. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
6. Complete startup testing of systems.
7. Submit test/adjust/balance records.
8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
9. Advise Owner of changeover in heat and other utilities.
10. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
11. Complete final cleaning requirements, including touchup painting.
12. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
13. Submit a final Application for Payment according to the General Conditions of the Contract.
14. Submit certified copy of Architect's Final Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
15. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

16. Submit completed Final Commissioning Report.

1.4 LIST OF INCOMPLETE ITEMS (PUNCH LIST) BY CONTRACTOR

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. Use CSI Form 14.1A.

1. Organize list of spaces in sequential order, starting with exterior areas first.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Include the following information at the top of each page:

    a. Project name.
    b. Date.
    c. Name of Contractor.
    d. Page number.

4. Submit list of incomplete items in the following format:

    a. PDF electronic file.

1.5 WARRANTIES

A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Final Completion is indicated.

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 the Project Manual.

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
4. Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide table of contents at beginning of document.

D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Final Completion for entire Project or for a portion of Project:

a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
d. Remove tools, construction equipment, machinery, and surplus material from Project site.
e. Remove snow and ice to provide safe access to building.
f. Clean exposed exterior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
g. Remove labels that are not permanent.
h. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.

1) Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates.

i. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
j. Leave Project clean and ready for occupancy.

END OF SECTION 01 7700

SECTION 01 7823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:

1. Operation and maintenance documentation directory.
2. Product maintenance manuals.

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 and 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 format:

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. Three paper copies. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves. Architect will return two copies.

C. Initial Manual Submittal: Submit draft copy of each manual at least 30 days before commencing demonstration and training. Architect and Commissioning Authority will comment on whether general scope and content of manual are acceptable.

D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect and Commissioning Authority will return copy with comments.

1. Correct or revise each manual to comply with Architect's and Commissioning Authority's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's and Commissioning Authority's comments and prior to commencing demonstration and training.

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

A. Directory: Prepare a single, comprehensive directory of operation, and maintenance data and materials, listing items and their location to facilitate ready access to desired information. Include a section in the directory for each of the following:

1. List of documents.
2. List of systems.
3. List of equipment.
4. Table of contents.

B. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.

C. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

D. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

2.2 REQUIREMENTS FOR OPERATION AND MAINTENANCE MANUALS

A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:

1. Title page.
2. Table of contents.
3. Manual contents.

B. Title Page: 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 Construction Manager.
7. Name and contact information for Architect.
8. Name and contact information for Commissioning Authority.
9. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.

10. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

E. 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.

F. 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 (215-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.

a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents, 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 (215-by-280-mm) 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.

2.3 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. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.

B. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

C. 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.

D. 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.

E. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 01 7823

SECTION 033000 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes.

B. Related Sections:

1. Section 312000 "Earth Moving" for drainage fill under slabs-on-grade.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

B. Design Mixtures: For each concrete mixture.

1. Provide documentation to indicate that no shale aggregate is to be used for exterior or interior flatwork concrete prior to mixing the batch(s) of concrete.
2. Indicate amounts of mixing water to be withheld for later addition at project site.
3. Withheld water shall not exceed 1 gallon per yard.

C. Steel Reinforcement Shop Drawings: Placing drawings that detail fabrication, bending, and placement.

D. Formwork Shop Drawings: Prepared by or under the supervision of a qualified professional engineer detailing fabrication, assembly, and support of formwork.

1. Shoring and Reshoring: Indicate proposed schedule and sequence of stripping formwork, shoring removal, and installing and removing reshoring.

1.3 INFORMATIONAL SUBMITTALS

A. Material certificates.

B. Material test reports.

C. Floor surface flatness and levelness measurements.

1.4 QUALITY ASSURANCE

A. 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."

B. Testing Agency Qualifications: An independent agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.

C. Welding Qualifications: Qualify procedures and personnel according to AWS D1.4/D 1.4M, "Structural Welding Code - Reinforcing Steel."

D. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:

1. ACI 301, "Specifications for Structural Concrete,"
2. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."

E. Concrete Testing Service: Engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixtures.

1.5 FIELD QUALITY CONTROL

A. Testing and Inspecting: Owner will engage a qualified testing and inspecting agency to perform field tests and inspections, and to prepare and submit test reports.

B. Inspections:
1. Steel reinforcement placement.
2. Verification of use of required design mixture.
3. Concrete placement.
4. Curing procedures and maintenance of curing temperature.
5. Verification of concrete strength.

C. Concrete Tests: Testing of composite samples of fresh concrete obtained according to ASTM C 172 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.
   a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
2. Slump: ASTM C 143; 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, 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. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg F and below and when 80 deg F and above, and one test for each composite sample.
5. Compression Test Specimens: ASTM C 31.
   a. Cast and field cure two sets of two standard cylinder specimens for each composite sample.
6. Compressive-Strength Tests: ASTM C 39; test one laboratory-cured specimens at 7 days and one set of two specimens at 28 days.
   a. Test one set of two field-cured specimens at 7 days and one set of two specimens at 28 days.

b. 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.

7. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
8. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
9. Test results shall be reported in writing to Architect, 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.
10. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.
11. 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 Architect. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42 or by other methods as directed by Architect.
12. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
13. Correct deficiencies in the Work that test reports and inspections indicate dos not comply with the Contract Documents.

PART 2 - PRODUCTS

2.1 STEEL REINFORCEMENT

A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.
1. Epoxy-Coated Reinforcing Bars: ASTM A 775/A 775M, epoxy coated, with less than 2 percent damaged coating in each 12-inch (300-mm) bar length.

B. Plain-Steel Welded Wire Reinforcement: ASTM A 185/A 185M, plain, fabricated from as-drawn steel wire into flat sheets.

C. 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.

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.

2.2 CONCRETE MATERIALS

A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source, throughout Project:

1. Portland Cement: ASTM C 150, Type I/II, gray only.

A. Normal-Weight Aggregates: ASTM C 33, graded.

1. Maximum Coarse-Aggregate Size: 3/4 inch nominal.
2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.

B. Water: ASTM C 94/C 94M and potable.

2.3 ADMIXTURES

A. Air-Entraining Admixture: ASTM C 260.

B. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and that will 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. Retarding Admixture: ASTM C 494/C 494M, Type B.
3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.

2.4 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. Water: Potable.

E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.

F. Clear, Solvent-Borne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.

1. VOC Content: Curing and sealing compounds shall have a VOC content of 200 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

G. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.

1. VOC Content: Curing and sealing compounds shall have a VOC content of 200 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

2.5 EXTERIOR SEALER

A. Product: WR Meadows CS-309-30

B. Location: Used on all exterior concrete

2.6 CONCRETE MIXTURES

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.

B. Cementitious Materials: Portland cement alone.

C. 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 water-cementitious materials ratio below 0.50.

D. Proportion normal-weight concrete mixture as follows:

1. Minimum Compressive Strength: 4500 psi for exterior concrete, footings and foundations walls, 4000 psi for concrete on steel deck, and 4000 psi for all other concrete at 28 days.
2. Maximum Water / Cementitious Materials Ratio: shall not exceed 0.50 for all concrete.
3. Minimum Cement Content: 564 #/c.y. for 4500 psi and 548 #/c.y. for 4000 psi concrete.
4. Slump Limit: 4 inches , plus or minus 1 inch.
5. Air Content: 6 percent for exterior and concrete exposed to freeze/thaw cycles.
6. Air Content: Do not allow air content of trowel-finished floors to exceed 3 percent.

2.7 FABRICATING REINFORCEMENT

A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

2.8 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 (30 and 32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.

2.9 RELATED MATERIALS

A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.

B. Epoxy Joint Filler: Two-component, semirigid, 100 percent solids, epoxy resin with a Shore A hardness of 80 per ASTM D 2240.

C. Bonding Agent: ASTM C 1059, Type II, non-redispersible, acrylic emulsion or styrene butadiene.

D. Bonding Agent: ASTM C 1059, Type II, non-redispersible, acrylic emulsion or styrene butadiene.

E. 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 IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.

2.10 REPAIR MATERIALS

A. Repair Underlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/8 inch (3.2 mm) and that can be feathered at edges to match adjacent floor elevations.
1. Cement Binder: ASTM C 150, portland cement or hydraulic or blended hydraulic cement as defined in ASTM C 219.
2. Primer: Product of underlayment manufacturer recommended for substrate, conditions, and application.
3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch (3 to 6 mm) or coarse sand as recommended by underlayment manufacturer.
4. Compressive Strength: Not less than 4100 psi (29 MPa) at 28 days when tested according to ASTM C 109/C 109M.

B. Repair Topping: Traffic-bearing, cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/4 inch (6 mm).
1. Cement Binder: ASTM C 150, portland cement or hydraulic or blended hydraulic cement as defined in ASTM C 219.
2. Primer: Product of topping manufacturer recommended for substrate, conditions, and application.
3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch (3 to 6 mm) or coarse sand as recommended by topping manufacturer.
4. Compressive Strength: Not less than 5700 psi (39 MPa) at 28 days when tested according to ASTM C 109/C 109M.

2.11 CONCRETE JOINT SEALANT

A. The standard material for sealing concrete streets and curb and gutter for concrete streets shall be silicone with backer rod. The standard material for sealing asphalt streets and curb and gutter for asphalt streets shall be hot type sealant.

B. Hot type joint sealing compound shall conform to the Kansas Department of Transportation Specifications.

C. Silicone joint sealant compound shall be installed with backer rod and conform to the Kansas Department of Transportation Specifications.

2.12 PREFORMED EXPANSION JOINT FILLER:

A. Shall be pre-molded non-extruding type material and shall conform to the requirements of A.A.S.H.T.O., M213 and subsequent revisions. (Kansas Department of Transportation Specification for type "B" pre-molded non-extruding type expansion joint filler (Section 1503).

B. The material shall be of the dimensions required to conform to the cross section of the concrete pavement or curb and gutter and shall be one (1) inch in thickness.

C. Redwood board expansion joint filler may also be used. It shall comply with A.A.S.H.O. Specifications M90-42 and subsequent revisions. Kansas Department of Transportation Specification for Type "A" Expansion Joint Filler Section.

PART 3 - EXECUTION

3.1 FORMWORK

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.

B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.

C. Chamfer exterior corners and edges of permanently exposed concrete.

3.2 EMBEDDED ITEMS

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.

1. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of AISC 303.
2. Install reglets to receive waterproofing and to receive through-wall flashings in outer face of concrete frame at exterior walls, where flashing is shown at lintels, shelf angles, and other conditions.
3. Install dovetail anchor slots in concrete structures as indicated.

3.3 STEEL REINFORCEMENT

A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.

1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.

3.4 JOINTS

A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.

B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.

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. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch (3.2 mm). Repeat grooving of contraction joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- (3.2-mm-) wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.

D. Isolation Joints in Slabs-on-Grade: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.

3.5 CONCRETE PLACEMENT

A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.

B. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be 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. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.

C. Cold-Weather Placement: Comply with ACI 306.1.

D. Hot-Weather Placement: Comply with ACI 301.

3.6 FINISHING FLOORS AND SLABS

A. General: Comply with ACI 302.1R recommendations for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.

B. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, ramps, and elsewhere as indicated.

3.7 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 301 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 (1 kg/sq. m 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. 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.
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 (300 mm), 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.
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.

    a. Removal: After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer unless manufacturer certifies curing compound will not interfere with bonding of floor covering used on Project.

3.8 CONCRETE SURFACE REPAIRS

A. Defective Concrete: Repair and patch defective areas when approved by Architect. Remove and replace concrete that cannot be repaired and patched to Architect's approval.

3.9 FIELD QUALITY CONTROL

A. Testing and Inspecting: Owner will engage a qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.

END OF SECTION 033000

SECTION 31 1000 - SITE CLEARING, EROSION CONTROL AND TREE PROTECTION

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes

1. Protecting existing vegetation to remain.
2. Removing existing vegetation.
3. Clearing and grubbing.
4. Stripping and stockpiling topsoil.
5. Temporary erosion- and sedimentation-control measures.

1.02 RELATED SECTIONS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.

1.03 DEFINITIONS

A. Subsoil: All soil beneath the topsoil layer of the soil profile and typified by the lack of organic matter and soil organisms, and the lack of silt.

B. Surface Soil: Soil that is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil; but in disturbed areas such as urban environments, the surface soil can be subsoil.

C. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil and is the zone where plant roots grow. Its appearance is generally friable, and black or a darker shade of brown, gray, or red than underlying subsoil.

D. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction.

E. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.04 MATERIAL OWNERSHIP

A. Except for stripped topsoil and other materials to be stockpiled or otherwise remain on the Owner’s property, cleared materials shall become Contractor's property and shall be removed from Project site.

1.05 PROJECT CONDITIONS

A. The following practices are prohibited within tree protection zones:

1. Storage of construction materials, debris, or excavated material.
2. Parking vehicles or equipment.
3. Erection of sheds or structures.
4. Impoundment of water.
5. Excavation or other digging unless otherwise indicated.

6. Attachment of signs to or wrapping materials around trees or plants unless other-wise indicated.

B. Do not direct vehicle or equipment exhaust towards protection zones.

C. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.

D. Soil Stripping, Handling, and Stockpiling: Perform only when the topsoil is dry or slightly moist.

PART 2 - EXECUTION

2.01 PREPARATION

A. Protect and maintain benchmarks and survey control points from disturbance during construction.

B. Locate and clearly identify trees, shrubs, and other vegetation to remain.

C. Protect existing site improvements to remain from damage during construction.

1. Restore damaged improvements to their original condition, as acceptable to Owner.

2.02 TEMPORARY EROSION AND SEDIMENTATION CONTROL

A. Provide temporary erosion- and sedimentation-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings and requirements of authorities having jurisdiction.

B. Inspect, maintain, and repair erosion- and sedimentation-control measures during construction until permanent vegetation has been established.

2.03 TREE AND PLANT PROTECTION

A. General: Protect trees and plants remaining on-site according to drawings.

B. Provide bright orange plastic mesh tree guard fence as manufactured by Snow Plastic Mesh Co. or approved equivalent.

2.04 CLEARING AND GRUBBING

A. Remove obstructions, trees, shrubs, and other vegetation to permit installation of new construction.

1. Do not damage trees, shrubs, and other vegetation unless they are indicated to be removed or relocated.
2. Grind down stumps and completely remove roots, obstructions, and debris. Stumps located within the drip line of a preserved tree shall not be ground past grade level.
3. Use only hand methods for grubbing within protection zones.
4. Remove tree branches and dispose of off-site.

B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.

1. Place fill material in horizontal layers not exceeding a loose depth of 6 inches, and compact each layer to a density equal to adjacent original ground.

2.05 TOPSOIL STRIPPING

A. Remove sod and grass before stripping topsoil.

B. Strip topsoil and other organic or silty surface soils, in a manner to prevent intermingling with underlying subsoil.

1. Topsoil shall be stripped from the entire construction area, including areas to be landscaped.
2. Remove subsoil and nonsoil materials from topsoil, including clay lumps, gravel, trash, debris, weeds, roots, and other waste materials.

C. Stockpile topsoil away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Protect stockpiles from both wind and water erosion by utilizing Best Management Practices as conditions warrant.

1. Limit height of topsoil stockpiles to 24 feet.
2. Do not stockpile topsoil within protection zones.

2.06 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them.

B. Separate recyclable materials produced during site clearing from other nonrecyclable materials. Store or stockpile without intermixing with other materials and transport them to recycling facilities. Do not interfere with other Project work.

END OF SECTION 31 1000

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SECTION 31 2000 - EARTH MOVING

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes

1. Earthwork includes areas below concrete slabs on grade, below paved areas and grading of all unpaved area in the site.
    a. Layout and staking for earthwork.
    b. Excavation and rough grading.
    c. Erosion and sediment control.
    d. Establishing subgrades, leveling and proofrolling.
    e. Filling, backfilling and compaction.
    f. Keeping streets clean of materials tracked off site.
    g. Includes trenching, excavation and backfill for utilities.
    h. Maintenance and/or repair of damage to the rough grading.
    i. Removal and disposal of stones, debris, excess and unsuitable materials.
    j. Soil treatment for termite control.
    k. Field quality control, testing, and inspection.

1.02 QUALITY ASSURANCE

A. Reference Standards
1. American Society for Testing and Materials (ASTM).
2. Kansas Department of Transportation, “Standard Specifications for Road and Bridge Construction - 2015”, as amended to date. Delete references to Measurement and Payment.

B. Geotechnical Testing Agency Qualifications: An independent testing agency (with a Geotechnical engineer licensed in the state where the project is being constructed on staff) qualified according to ASTM E 329 to conduct soil materials and rock-definition testing, as documented according to ASTM D 3740 and ASTM E 548.

C. Tolerances: As indicated herein.

D. Testing: Requirements as specified herein.

1.03 DEFINITIONS

A. Earth Excavation: Anything not classified as rock including as example: soils, gravels, stones, boulders, vegetation, debris, and unsuitable materials.

B. Unsuitable Materials: All excavated materials; debris, manmade or fabricated materials, concrete spoil, organic, soft, expansive, or unstable matter; all shall be disposed of as herein specified. Excessive moisture content shall not classify a material as unsuitable.

C. Removal and disposal of unsuitable material above the subgrade elevation and placement of approved specific fill material (from on or off the site) above the subgrade elevation as directed by the Soils Engineer shall be considered a part of the work.

D. Removal and disposal of unsuitable material approved below the subgrade elevation and placement of approved specific fill material (from on or off the site) below the subgrade elevation as directed by the Soils Engineer shall be considered a change in the scope of work.

E. Soils Engineer or Inspection Agency: An Agency and its designated representatives who monitor and approve all earthwork operations described herein.

F. Subgrade: The finished elevation of the earth immediately below all slabs, granular and porous fill, paving, footings, walls, etc., except the subgrade elevation shall not be higher than 12" below the existing earth elevation at the start of the project.

G. Subgrade for utility construction: Underside of barrel of pipe, or underside of any cradle or bedding if noted on drawings or referenced in applicable local government specifications. For pipe drains and miscellaneous structures encased in concrete or on concrete, stone and/or gravel cradle, subgrade is lowest outside surface of encasement or cradle.

H. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

I. Bedding Course: Course placed over the excavated subgrade in a trench before laying pipe.

J. Drainage Course: Course supporting the slab on grade that also minimizes upward capillary flow of pore water.

K. Subbase Course: Course placed between the subgrade and base course for hot-mix asphalt pavement, or course placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.

L. Utilities: On site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

M. Filter Material: Course placed around drainage pipes.

1.04 SUBMITTALS

A. Notification:

1. Notify and provide data to regulatory authorities and A/E prior to commencement of work.
2. Provide notice of: encounter with unknown utilities; subgrades before filling; areas requiring testing or inspection.

B. Product Data: For the following:

1. Geotextile.

C. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated:

1. Classification according to ASTM D2487 of each on site and borrow soil material proposed for fill and backfill.
2. Laboratory compaction curve according to ASTM D1557 for each on site and borrow soil material proposed for fill and backfill.

3. Field reports; in-place soil density tests.
4. One optimum moisture – maximum density curve for each type of soil encountered.
5. Report of actual unconfined compressive strength and/or results of bearing tests of each strata tested.
6. Test reports must be submitted daily to the Architect and Owner.

1.05 PROJECT CONDITIONS

A. Subsurface Conditions: Subsurface soils investigations have been made at the site. The report and logs of the test borings and/or test pits are included in these specifications. Such investigations have been made for the purposes of design only and neither the Engineers, the Owner, nor the Geotechnical Engineer guarantee adequacy or accuracy of the data, or that data are representative of all conditions to be encountered. Such information is made available for general information only and shall not relieve the Contractor of the responsibility for making his own investigations, tests, and analysis. Any additional test borings and other exploratory operations may be made by Contractor shall be at no cost to Owner.

B. Erosion and sediment control, in addition to erosion control specified in Section 31100 and Division 1:

1. Standards: Comply with the requirements of the "Standards and Specifications for Soil Erosion and Sediment Control in Developing Areas" by the U.S.D.A. Soil Conservation Service.
2. General Erosion: Prevent erosion of earthwork; repair and correct any ditches, gullies or erosion immediately and upon occurrence.
3. Excavations: Prevent water from flowing into open excavations and toward building walls.
4. Slopes: Cover (with continuous plastic membrane) and stake all slopes steeper than 1.5 horizontal to 1 vertical.

C. Environmental Conditions:

1. Do not apply soil treatment when temperature is at or below freezing or when ground is frozen or frost is expected.
2. Do not apply soil treatment when surface water is present.

D. Existing Conditions: Accept the site in the condition which it exists at the time of the award of the contract and perform all work to the grades indicated.

1. Protect plant material, lawns and other features not designated for removal.
2. Protect bench marks, existing structures, fences, sidewalks, paving and curbs from excavating equipment and vehicular traffic.

E. Existing Utilities: Locate existing underground utilities in areas of work. If utilities are to remain in place, provide adequate means of protection during earthwork operations.

1. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult utility Owner immediately for directions. Cooperate with Owner and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility Owner.
2. Do not interrupt existing utilities serving facilities occupied and used by others, except when permitted in writing by A/E and then only after acceptable temporary utility services have been provided. Provide a minimum of 48 hour notices to utility Owners and receive written notice to proceed before interrupting any utility.

1.06 PROTECTION

A. Safety: Provide protective measures necessary for the safety of workmen, to the public and adjacent property. Prevent cave-ins, collapse of walls, structures and slopes, both on and adjacent to the site.

B. Standards: Comply with regulations of local authorities having jurisdiction, including all applicable O.S.H.A. requirements.

C. Repair: Includes the removal and replacement with new materials all materials so affected by settlement.

PART 2 – PRODUCTS

2.01 FILL AND BACKFILL

A. Satisfactory Soils:

1. Compacted fill and backfill shall be free of deleterious matter such as frozen materials, organics, wood, debris, or rock larger than 4 inches in diameter and be classified SP, SW, SM, SC, GP, GC, GM, or GW per ASTM D-2487. All material shall have a liquid limit and plasticity index not exceeding 40 and 20 respectively when tested in accordance with ASTM D-4318.
2. The minimum dry unit weight shall not be less than 105 PCF maximum dry density as determined by ASTM D-1557, modified proctor.
3. All fill and backfill materials shall be obtained from on site or from off site sources and shall be approved by the Engineer prior to placement.
4. Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.

B. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with a least 90 percent passing a 1 ½ inch sieve and not more than 12 percent passing a No. 200 sieve.

1. Locations: All on site fill areas

C. Structural Fill: On-site soils free of organic material, topsoil, miscellaneous fill, debris and rock fragments in excess of 3 inches in their largest dimension may be suitable as structural fill. The granular on-site soils may be suitable for re-use as structural fill. If sufficient quantities of suitable on-site soils are not available for structural fill, imported borrow consisting of predominately granular soils conforming to the requirements of the Kansas Department of Transportation Standard Specifications should be utilized.

D. Drainage fill:

1. Washed, narrowly graded mixture of crushed stone, or crushed or uncrushed gravel, (ASTM D 448 Coarse - aggregate grading size 57), with 100% passing of 1-1/2" sieve and not more than 5% passing a No. 8 sieve. Provide by Contractor from offsite source.

a. Locations: All concrete slab on grade areas

E. Filter Material:

1. Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D 448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch sieve and 0 to 5 percent passing a No. 4 sieve.

a. Locations: Drainage fill behind basement walls and retaining walls.

F. Stone Base Course:

1. Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, reclaimed concrete, and natural or crushed sand (ASTM D2490) with at least 95% passing a 1 ½" sieve and not more than 8% passing a No. 200 sieve. Provided by contractor from offsite sources.

G. Subbase Material:

1. Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.

2.02 FILL AND BACKFILL FOR UTILITIES

A. Backfill: Earth removed from the trench provided that in the opinion of the Engineer such excavated material is satisfactory for backfilling.

B. Should the excavated material be considered unsatisfactory for backfilling, the Contractor shall remove and dispose of such unsatisfactory material and substitute, in lieu thereof, suitable material obtained from elsewhere on or off the site.

C. Materials shall meet the requirements specified in paragraph 2.01.A above.

2.03 GEOTEXTILES

A. Subsurface Drainage Geotextile: Nonwoven needle-punched geotextile, manufactured for subsurface drainage applications, made from polyolefins or polyesters; with elongation greater than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:

1. Survivability: Class 2; AASHTO M 288.
2. Grab Tensile Strength: 157 lbf; ASTM D 4632.
3. Sewn Seam Strength: 142 lbf; ASTM D 4632.
4. Tear Strength: 56 lbf; ASTM D 4533.
5. Puncture Strength: 56 lbf; ASTM D 4833.
6. Apparent Opening Size: No. 70 sieve, maximum; ASTM D 4751.
7. Permittivity: 0.5 per second, minimum; ASTM D 4491.
8. UV Stability: 50 percent after 500 hours' exposure; ASTM D 4355.

B. Separation Geotextile: Woven geotextile fabric, manufactured for separation applications, made from polyolefins or polyesters; with elongation less than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:

1. Survivability: Class 2; AASHTO M 288.
2. Grab Tensile Strength: 247 lbf; ASTM D 4632.
3. Sewn Seam Strength: 222 lbf; ASTM D 4632.
4. Tear Strength: 90 lbf; ASTM D 4533.
5. Puncture Strength: 90 lbf; ASTM D 4833.
6. Apparent Opening Size: No. 40 sieve, maximum; ASTM D 4751.
7. Permittivity: 0.02 per second, minimum; ASTM D 4491.
8. UV Stability: 50 percent after 500 hours' exposure; ASTM D 4355.

2.04 FLOWABLE FILL

A. Stabilized flowable fly ash mixture with a maximum slump of 8" and a minimum unconfined compressive strength of 100 psi used to fill construction excavations.

PART 3 - EXECUTION

3.01 PREPARATION

A. Verify existing ground surfaces have been stripped of topsoil, root mat and existing pavement, unsatisfactory soils, concrete spoil, obstructions, and deleterious material.

B. Following rough grading and prior to foundation excavation, placement of fill, or construction of the floor slabs, it is recommended that the exposed subgrade be proofrolled. The proofroll should be performed using a minimum 10-ton vibratory roller in the presence of the qualified soils technician working under the supervision of an engineer. Yielding or otherwise unsuitable subgrade conditions encountered within the proposed building areas should be undercut to firm subgrade conditions and backfilled with compacted structural fill.

C. Locate underground utilities in areas of work. If utilities are to remain in place, provide adequate means of protection during earthwork operations.

D. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

E. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.02 EXCAVATION

A. Excavation consists of removal and disposal of material encountered when establishing required finish grade elevations.

B. Unauthorized Excavations:

1. Unauthorized excavation consists of removal of materials beyond indicated subgrade elevations or dimensions without specific direction of A/E. Unauthorized excavation, as well as remedial work directed by A/E, shall be at Contractor's expense.

C. Additional Excavation: When excavation has reached required subgrade elevations, notify the Engineer who will make an inspection of conditions.

1. If unsuitable bearing materials are encountered at required subgrade elevations, carry excavations deeper and replace excavated materials as directed by A/E.
2. Removal of unsuitable material below the subgrade elevation and its replacement as directed will be paid by the Owner on basis of contract conditions relative to change in work.

D. Stability of Excavations: Slope sides of excavations to comply with local codes and ordinances having jurisdiction. Shore and brace where sloping is not possible because of space restrictions or stability of materials excavated.

1. Maintain sides and slopes of excavations in safe conditions until completion of backfilling.

E. Material Storage: Stockpile satisfactory excavated materials where directed, until required for backfill or fill. Place, grade and shape stockpiles for proper drainage.

1. Prevent saturation of soil above the optimum moisture content.
2. Locate and retain soil materials away from edge of excavations.
3. Dispose of excess soil material and waste materials as herein specified.

F. Excavation for Stone and Concrete Pavements: Cut surface under pavements to comply with cross sections, elevations and grades as shown:

END OF SECTION 31 2000

SECTION 321813 – ARTIFICIAL TURF

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes artificial turf surfacing.

1.2 DESCRIPTION OF WORK:

A. The contractor shall provide all labor, materials, equipment, and tools necessary for the complete installation of a synthetic grass surface with a stable draining base. The complete synthetic grass system shall consist of, but not necessarily be limited to, the following:

1. Area of construction with the extent of artificial turf work as shown on the drawings.
2. Subgrade, base, and drainage construction as specified in Section 2 and Section 3 of this document.
3. Quality synthetic grass product manufactured in the USA according to specifications in Section 2 of this document. Product shall be a knitted synthetic grass product and contain an antimicrobial agent while meeting or exceeding all guidelines established herein. For characteristics not specifically stated, shall meet, or exceed all guidelines published by the Synthetic Turf Council.
4. The synthetic grass surface shall be specifically designed, manufactured, and installed for the intended purpose of play.
5. Plastic perimeter boards (typically set 2” x 4” vertically) are to surround the entire area for anchoring of the turf. The top edge of the surface is to be mounted a minimum of ½” below any of the adjacent solid surfaces where there could be foot traffic.
6. Stainless steel staples, 1” in length, are to be used to anchor the synthetic turf to the perimeter boards.

1.3 SYSTEM PERFORMANCE

A. Contractor shall ensure that the products for playground system meet the following performance requirements:

1. The components, as well as the installation methods utilized, shall be designed and executed in a manner to hold up the unique challenges that playgrounds present. The materials as hereinafter specified shall withstand full climatic exposure in the location of play areas, be resistant to insect infestation, rot, fungus, mold and mildew, shall also withstand ultra-violet rays and extreme heat, and allow the flow of water vertically through the surface into the drainage system below.
2. The seams of all allow system components shall provide a tight, secure, and hazard free surface.

1.4 SERVICE AND QUALITY ASSURANCE

A. Synthetic grass vendor shall provide ongoing service quality assurance and warranty consisting of, but not necessarily limited to, the following:

1. The synthetic grass vendor must provide competent workmen skilled in this surface

installation. The synthetic grass vendor shall provide qualified installation foreman to coordinate and review the component parts of the synthetic grass system. Foreman shall be introduced to Owner's representative prior to start of construction.

2. The synthetic grass vendor must be experienced with no less than six (6) completed installations where knitted synthetic grass surface was installed. Installer must be competent in the installation of this material including attachment of seams and proper trimming and attaching techniques prior to the start of turf installation.
3. The synthetic grass vendor shall submit its manufacturers warranty, which warrants the synthetic grass product:

    a. Provide coverage of synthetic grass for a minimum of (8) years from the date of substantial completion.
    b. Warrant that the material installed meet or exceed the product specifications.
    c. Be from a single source (certified by manufacturer) covering workmanship and all materials.
    d. Assure the availability of exact or substantially the same replacement materials for the synthetic grass system for the full warranty period.

1.5 SUBMITTALS:

A. Synthetic grass vendor must submit the following to owner or owner's representative with the official bid package:

1. One (1) copy of the most recent installation reference list for projects of similar scope to this project completed in the last three years.
2. One (1) 12"x12" loose sample of proposed synthetic grass product.
3. One (1) of the product warranty for proposed synthetic grass product.
4. One (1) copy of their manufacturer instructions. These instructions will include all necessary instructions for their proper care and maintenance of the newly installed synthetic turf system.
5. One (1) copy of the edge details of proposed installation and terminations of synthetic grass product.
6. One (1) copy of a signed letter from synthetic grass vendor certifying the proposed synthetic grass product is manufactured in the USA.
7. One (1) copy of independent laboratory test reports on system or components.

PART 2 - PRODUCTS

2.1 SYNTHETIC GRASS SYSTEM

A. Synthetic Grass – To be provided by one of the following manufacturer's provided their product meet or exceed the basis of design
    1. Forever Lawn (Basis of Design)
    2. SynLawn, SynPro Play
    3. Shaw Industries Group, Shawgrass – Imagination
    4. MMTH

B. Product: Basis of Design: Playground Grass Ultra, -CSI-M1268-1220 Updated 2-22 by Forever Lawn

    1. Face Weight: 48 oz/sy min.

2. Yarn Type: Primary – Polyethylene. Secondary – Heat textured nylon monofilament

3. Finished Pile Height: 1 1/2”

4. Tufting Gauge: 3/8”

5. Fabric Construction: Tufted

6. Antimicrobial Protection

7. Backing: Primary – polyester, fiberglass, and polyurethane. Secondary – 40o z. urethane layer. Tertiary – nonwoven, recycled, geotextile fleece

8. Total Product Weight: 98 oz/ sy min

9. Infill: 10/20 or 14/20 crumb rubber granules, silica sand, and Envirofill or TCool

10. Primary seaming system shall be a micromechanical seam, utilizing hook and loop technology.

C. Base and Attaching Components: Base is to be prepared using 2” x 4” (nominal dimension) plastic “nailer” board and secured using 1” length crown stainless steel staples. Turf is to be secured around all edges.

PART 3 - EXECUTION

3.1 BASE AND DRAINAGE CONSTRUCTION

A. The synthetic turf base contractor shall strictly adhere to the installation procedures outlined under this section and by the submitted drawings. Any variance from these requirements must be accepted in writing by the synthetic grass vendor, and submitted to the owner or owner’s representative, verifying the changes do not adversely affect the performance or warranty.

B. Excavation: The subgrade shall be compacted to a minimum of a 90% compaction rate.

C. Plastic nailer board: The synthetic turf perimeter fastening structure shall be installed before the drainage aggregate.
1. Install synthetic nailer board around the perimeter and all penetrating objects. Nailer board shall be flush to grade (or as specified in site detail drawings). Nailer board shall be ½” below grade when adjacent to hard surface (i.e. concrete)
2. This shall be the responsibility of the synthetic turf base contractor.

D. Base Soil and Aggregate Mix: Installation If the sub-base does not permit liquids to freely percolate, auxiliary drainage is required. Base material shall be angular “down to dust” ¾” stone, leveled and compacted to a minimum depth of 4 inches. The drainage network and its existing elevations shall not be disrupted through ground pressures from trucks, dozers or by any other means.

E. Safety Foam: Apply a 2 ¼” layer of pro resilient subsurface padding laid out in 2’x4’ interlocking panels over the base aggregate to separate the aggregate from the synthetic turf as well as to provide cushioning.

3.2 SYNTHETIC GRASS SYSTEM INSTALLATION

A. After a final inspection of the soil and stone base by the synthetic grass contractor and the Owner's Representative, the synthetic turf installation shall begin.

B. Synthetic grass rolls shall be joined via adhesive bond seaming and reinforced with specialty turf adhesive.
   1. Seams shall be flat, tight and permanent with no separation or fraying.
   2. Grass rolls must be installed with pile leaning the same direction.

C. Synthetic Turf Perimeter Attachment
   1. After final layout and seaming of the synthetic grass product, the synthetic turf material shall at a minimum be secured to the top of plastic nailer board firmly anchored to sidewalk, curb, wall, or by re-bar making up the perimeter of the synthetic turf area. As an alternate installation method, the synthetic turf may be wrapped over the edge of the curb nailer board and secured the full depth of the nailer board.
   2. The turf shall be attached to plastic nailer board by stainless steel staples, screws, and/or nails.
   3. Soil or surfacing material outside of the defined synthetic turf area shall be backfilled against turf wrapped perimeter edge and have zero transition edge to synthetic turf unless otherwise specified.
   4. Concrete and solid surfaces should be ½" higher than the top of the board.

3.3 CLOSEOUT

A. The synthetic grass vendor must verify that a qualified representative has inspected the installation and that the finished surface conforms to the manufacturer's requirements.

B. Extra materials: Owner shall be given option to retain and store excess materials such as excess turf for project, but no installed.

3.4 CLEAN UP

A. Contractor shall provide the labor, supplies and equipment as necessary for final cleaning of surfaces and installed items.

B. During the contract and at intervals as directed by the owner or owner's representative and as synthetic grass system installation is completed, clear the site of all extraneous materials, rubbish, or debris and leave the site in a clean, safe, well-draining, neat condition.

C. Surfaces, recesses, enclosures, etc. shall be cleaned as necessary to leave the work area in a clean, immaculate condition ready for immediate occupancy and use by the owner.

END OF SECTION 321813

SECTION 323113 - CHAIN LINK FENCES AND GATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes the following:

1. Chain-Link Fences: Industrial.
2. Gates: Swing.

B. Related Sections include the following:

1. Division 03 Section "Cast-in-Place Concrete" for concrete post concrete fill.
2. Division 31 Section "Earth Moving" for site excavation, fill, and backfill where chain-link fences and gates are located.

1.3 PERFORMANCE REQUIREMENTS

A. Structural Performance: Provide chain-link fences and gates capable of withstanding the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:

1. Determine minimum fence post size, group, and section according to ASTM F 1043 for framework up to 8 feet high, and post spacing not to exceed 10 feet.

2. Determine minimum swing gate post size, group and section for length not to exceed 4 feet.

1.4 SUBMITTALS

A. Product Data: Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for chain-link fences and gates.

1. Fence and gate posts, rails, and fittings.
2. Chain-link fabric, reinforcements, and attachments.
3. Gates and hardware.

B. Shop Drawings: Show locations of fences, gates, posts, rails, tension wires, details of extended posts, extension arms, gate swing, or other operation, hardware, and accessories. Indicate materials, dimensions, sizes, weights, and finishes of components. Include plans, gate elevations, sections, details of post anchorage, attachment, bracing, and other required installation and operational clearances.

C. Product Certificates: For each type of chain-link fence and gate, signed by product manufacturer.

1. Strength test results for framing according to ASTM F 1043.

D. Qualification Data: For Installer.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: An experienced installer who has completed chain-link fences and gates similar in material, design, and extent to those indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.

B. Testing Agency Qualifications: An independent agency, with the experience and capability to conduct the testing indicated, that is a member company of the International Electrical Testing Association or is a nationally recognized testing laboratory (NRTL) as defined by OSHA in 29 CFR 1910.7, and that is acceptable to authorities having jurisdiction.

1. Testing Agency's Field Supervisor: Person currently certified according to NETA ETT, or the National Institute for Certification in Engineering Technologies, to supervise on-site testing specified in Part 3.

1.6 PROJECT CONDITIONS

A. Field Measurements: Verify layout information for chain-link fences and gates shown on Drawings in relation to property survey and existing structures. Verify dimensions by field measurements.

B. Interruption of Existing Utility Service: Do not interrupt utility services to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

1. Notify Architect no fewer than two days in advance of proposed interruption of utility services.
2. Do not proceed with interruption of utility services without Architect's written permission.

PART 2 - PRODUCTS

2.1 CHAIN-LINK FENCE FABRIC

A. General: Height indicated on Drawings. Provide fabric in one-piece heights measured between top and bottom of outer edge of selvage knuckle or twist. Comply with ASTM A 392, CLFMI CLF 2445, and requirements indicated below:

1. Steel Wire Fabric: Nine (9) gage Black Vinyl -coated.

a. Mesh Size: **1-3/4 inches**.
b. Aluminum Coating: ASTM A 491, Type I.
c. Metallic (Zinc) Coating: ASTM A 392, Type II, Class **2, 2.0 oz./sq. ft.** with zinc coating applied after weaving.
d. Polymer-Coated Fabric: ASTM F 668, Class 1 over zinc-coated steel wire.

1) Color: As selected by Architect from manufacturer's full range, according to ASTM F 934: Black

2. Selvage: Knuckled at both selvages.

2.2 INDUSTRIAL FENCE FRAMING

A. Posts and Rails: Comply with ASTM F 1043 for framing, ASTM F 1083 for Group IC round pipe, and the following:

1. Group: IA, round steel pipe, Schedule 40
2. Fence Height: 4 feet or 6 feet as indicated on drawings
3. Post Size and Thickness:

a. Top Rail: 1-5/8".
b. Line Post: 2-3/8".
c. End, Corner and Pull Post: 2-7/8".
d. Swing Man Gate Post: 4-inch diameter**,** 9.10-lb/ft.

4. Coating for Steel Framing:

a. Metallic Coating:

1) Type A, consisting of not less than minimum 2.0-oz./sq. ft average zinc coating per ASTM A 123/A 123M.

5. Polymer coating over metallic coating.
a. Color: Match chain-link fabric, according to ASTM F 934.

2.3 INDUSTRIAL SWING GATES

A. General: Comply with ASTM F 900 for single & double swing gate types.

1. Metal Pipe and Tubing: Galvanized steel. Comply with ASTM F 1043 and ASTM F 1083 for materials and protective coatings.

B. Frames and Bracing: Fabricate members from round, galvanized steel tubing with outside dimension and weight according to ASTM F 900 and the following:

C. Swing Gate:

1. Gate Fabric Height: 4 ft. unless shown otherwise.
2. Leaf Width: As indicated.
3. Frame Members:
a. Tubular Steel: 1-7/8".
4. Frame Corner Construction:
a. Welded and 5/16-inch diameter, adjustable truss rods for panels 5 feet wide or wider.
5. Hardware: Latches permitting operation from both sides of gate, hinges, center gate stops and keepers for each gate leaf more than 5 feet wide. Fabricate latches with integral eye openings for padlocking; padlock accessible from both sides of gate.

2.4 CAST-IN-PLACE CONCRETE

A. Materials: Portland cement complying with ASTM C 150, Type I aggregates complying with ASTM C 33, and potable water for ready-mixed concrete complying with ASTM C 94/C 94M.

1. Concrete Mixes: Normal-weight concrete, air entrained with not less than 3000-psi compressive strength (28 days), 3-inch slump, and 1-inch maximum size aggregate.

B. Materials: Dry-packaged concrete mix complying with ASTM C 387 for normal-weight concrete mixed with potable water according to manufacturer's written instructions.

2.5 GROUT AND ANCHORING CEMENT

A. Nonshrink, Nonmetallic Grout: Premixed, factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107. Provide grout, recommended in writing by manufacturer, for exterior applications.

B. Erosion-Resistant Anchoring Cement: Factory-packaged, nonshrink, nonstaining, hydraulic-controlled expansion cement formulation for mixing with potable water at Project site to create pourable anchoring, patching, and grouting compound. Provide formulation that is resistant to erosion from water exposure without needing protection by a sealer or waterproof coating and that is recommended in writing by manufacturer, for exterior applications.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and conditions, with Installer present, for compliance with requirements for a verified survey of property lines and legal boundaries, site clearing, earthwork, pavement work, and other conditions affecting performance.

1. Do not begin installation before final grading is completed, unless otherwise permitted by Architect.
2. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Stake locations of fence lines, gates, and terminal posts. Do not exceed intervals of 500 feet or line of sight between stakes. Indicate locations of utilities, lawn sprinkler system, underground structures, benchmarks, and property monuments.

3.3 INSTALLATION, GENERAL

A. Install chain-link fencing to comply with ASTM F 567 and more stringent requirements specified.

1. Install fencing on established boundary lines inside property line.

3.4 CHAIN-LINK FENCE INSTALLATION

A. Post Excavation: Drill or hand-excavate holes for posts to diameters and spacings indicated, in firm, undisturbed soil.

B. Post Setting: Set posts in concrete at indicated spacing into firm, undisturbed soil.

1. Verify that posts are set plumb, aligned, and at correct height and spacing, and hold in position during setting with concrete or mechanical devices.
2. Concrete Fill: Place concrete around posts to dimensions indicated and vibrate or tamp for consolidation. Protect aboveground portion of posts from concrete splatter.
   a. Exposed Concrete: Extend 2 inches above grade; shape and smooth to shed water.

C. Terminal Posts: Locate terminal end, corner, and gate posts per ASTM F 567 and terminal pull posts at changes in horizontal or vertical alignment of 15 degrees or more.

D. Line Posts: Space line posts uniformly at 10 feet maximum o.c.
1. Evenly space line posts between end, terminal or corner posts.

E. Post Bracing and Intermediate Rails: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Install braces at end and gate posts and at both sides of corner and pull posts.

1. Locate horizontal braces at midheight of fabric 6 feet or higher, on fences with top rail and at 2/3 fabric height on fences without top rail. Install so posts are plumb when diagonal rod is under proper tension.

F. Tension Wire: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Pull wire taut, without sags. Fasten fabric to tension wire with 0.120-inch-diameter hog rings of same material and finish as fabric wire, spaced a maximum of 24 inches o.c. Install tension wire in locations indicated before stretching fabric.

1. Top Tension Wire: Install tension wire through post cap loops.
2. Bottom Tension Wire: Install tension wire within 6 inches of bottom of fabric and tie to each post with not less than same diameter and type of wire.

G. Top Rail: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Run rail continuously through line post caps, bending to radius for curved runs and terminating into rail end attached to posts or post caps fabricated to receive rail at terminal posts. Provide expansion couplings as recommended in writing by fencing manufacturer.

H. Chain-Link Fabric: Apply fabric to outside of enclosing framework. Leave 2 inches between finish grade or surface and bottom selvage, unless otherwise indicated. Pull fabric taut and tie to posts, rails, and tension wires. Anchor to framework so fabric remains under tension after pulling force is released.

I. Tension or Stretcher Bars: Thread through fabric and secure to end, corner, pull, and gate posts with tension bands spaced not more than 15 inches o.c.

J. Tie Wires: Use wire of proper length to firmly secure fabric to line posts and rails. Attach wire at 1 end to chain-link fabric, wrap wire around post a minimum of 180 degrees, and attach other end to chain-link fabric per ASTM F 626. Bend ends of wire to minimize hazard to individuals and clothing.

1. Maximum Spacing: Tie fabric to line posts at 12 inches o.c. and to braces at 24 inches o.c.

K. Fasteners: Install nuts for tension bands and carriage bolts on the side of the fence opposite the fabric side.

3.5 GATE INSTALLATION

A. Install gates according to manufacturer's written instructions, level, plumb, and secure for full opening without interference. Attach fabric as for fencing. Attach hardware using tamper-resistant or concealed means. Install ground-set items in concrete for anchorage. Adjust hardware for smooth operation and lubricate where necessary.

3.6 ADJUSTING

A. Gate: Adjust gate to operate smoothly, easily, and quietly, free of binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.

B. Lubricate hardware and other moving parts.

END OF SECTION 323113

SECTION 33 4100 - DRAINAGE PIPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes gravity-flow, non-pressure storm drainage outside the building, with the following components:
   1. HDPE drains, perforated.

1.3 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Field quality-control test reports. Product Data: For each type of product indicated.

PART 2 - PRODUCTS

2.1 PIPE AND FITTINGS

A. Pipe and Fittings: According to the following:

   1. The pipe shall be made of HDPE plastic having a cell classification of ASTM F405 or ASTM F667.
   2. Push-on joints and gaskets shall conform to manufacturer’s recommendations. Solvent cements for joining pipe and socket-type fittings shall conform to ASTM D 2564.

B. HDPE Pipe and Fittings, 4 in. and 6 in: ASTM F405 or ASTM F667
   1. Provide perforated pipe for collection and drainage.

PART 3 - EXECUTION

3.1 EARTHWORK

A. Excavating, trenching, and backfilling are specified in 312000 “Earth Moving."

   1. Backfilling Prior to Approvals: Do not allow or cause any of the work performed or installed to be covered up or enclosed by work of this section prior to all required inspections, tests and approvals. Should any of the work be so enclosed or covered up before it has been approved, uncover all such work at no additional cost to the Owner.

3.2 PIPING INSTALLATION

A. General Locations and Arrangements: Drawing plans and details indicate general location and arrangement of underground storm drainage piping. Location and arrangement of piping layout take design considerations into account. Install piping as indicated, to extent practical. Where specific installation is not indicated, follow piping manufacturer's written instructions.

B. Install piping beginning at low point, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves, and couplings according to manufacturer's written instructions for using lubricants, cements, and other installation requirements.

C. Install proper size increasers, reducers, and couplings where different sizes or materials of pipes and fittings are connected. Reducing size of piping in direction of flow is prohibited.

D. Clear interior of piping and manholes of dirt and superfluous material as work progresses.

E. Wrap perforated pipe in geotextile fabric.

F. Familiarization: Prior to all work of this section, become thoroughly familiar with the site, the site conditions and all portions of the work falling within this section. No extra will be allowed for rock excavation.

G. Install gravity-flow piping and connect to building's storm drains, of sizes and in locations indicated. Terminate piping as indicated.

1. Install piping pitched down in direction of flow, as indicated on the plans.

2. Slope to have .5 to 1% drainage minimum.

H. Removal of Water

1. Furnish and operate sufficient pumps and appliances and provide all materials, labor, etc., required to prevent interference with any work by water, ice or snow. Damage of any kind resulting from insufficient pumping facilities or similar lack of proper conduct of the work shall be made good by the Contractor at his own expense.
2. No structure or pipe shall be laid in water and no water shall be allowed to run into or over any concrete work or pipe, or into or through any pipe, unless by special permission in writing.

I. Pipe Handling & Cutting
1. Care shall be used in handling all pipe to prevent damage to pipe ends. Particular care shall be taken not to injure any pipe coatings. No other pipe or material of any kind shall be placed inside of any pipe or fitting, except as specifically indicated.
    a. Damaged pipe or pipe damaged in laying shall be replaced at the expense of the Contractor.
    b. Cutting shall be done in neat and workmanlike manner by a method which will not damage the pipe. All cutting shall be done by means of a mechanical cutter.

J. The laying of the pipe in the finished trench shall be started at the lowest point and laid upgrade. When bell and spigot pipe is used, the bell shall be laid upgrade, with the spigots that fit within the bells laid in the direction of flow. If tongue and groove pipe is used, the groove shall be laid upgrade, with the tongue that fits inside the groove laid in the direction of flow. Install gaskets, seals, sleeves, and couplings according to manufacturer's written instructions for use of lubricants, cements, and other installation requirements. Maintain swab or drag in line, and pull past each joint as it is completed.

K. The pipe shall be firmly and accurately set to the line and grade so that the invert will be smooth and uniform in slope.

L. Granular Bedding: Pipe shall be laid in compacted granular bedding as shown and as indicated in the plans or specified herein.

1. Granular Bedding: Clean, well-graded crushed stone, chat, sand or gravel. Maximum particle size of one inch (1") diameter.
2. Granular bedding shall be placed and compacted simultaneously on each side of pipe using particular care to obtain uniform bedding throughout the length of pipe without causing displacement of or damage to joints.
3. When bell and spigot pipes are used, spaces for the pipe bells shall be dug in the pipe bedding to accommodate the bells. These spaces shall be deep enough to insure that the bells do not bear the load of the pipe; they shall not be excessively wide in relation to longitudinal direction of the trench. When the pipes are laid, the barrel of each section of pipe shall be in contact with the bedding throughout its full length, exclusive of the bell, to support the entire load of the pipe.
4. Pipe shall not be laid on frozen ground under embedment.

M. Pipe which is not true in alignment or which has shown any settlement after laying shall be taken up and re-laid without extra compensation

3.3 PIPE JOINT CONSTRUCTION

A. Where specific joint construction is not indicated, follow piping manufacturer's written instructions.

B. System Piping Joints: Make joints using system manufacturer's couplings, unless otherwise indicated.

C. Join piping made of different materials or dimensions with couplings made for this application. Use couplings that are compatible with and that fit both systems' materials and dimensions.

3.4 FIELD QUALITY CONTROL

A. Inspect interior of piping to determine whether line displacement or other damage has occurred. Inspect after approximately 24 inches of backfill is in place, and again at completion of Project.

1. Submit separate report for each system inspection.
2. Defects requiring correction include the following:

    a. Alignment: Less than full diameter of inside of pipe is visible between structures.
    b. Deflection: Flexible piping with deflection that prevents passage of ball or cylinder of size not less than 92.5 percent of piping diameter.
    c. Crushed, broken, cracked, or otherwise damaged piping.
    d. Infiltration: Water leakage into piping.
    e. Exfiltration: Water leakage from or around piping.

3. Replace defective piping using new materials, and repeat inspections until defects are within allowances specified.
4. Reinspect and repeat procedure until results are satisfactory.

B. Test new piping systems, and parts of existing systems that have been altered, extended, or repaired, for leaks and defects.

1. Do not enclose, cover, or put into service before inspection and approval.
2. Test completed piping systems according to requirements of authorities having jurisdiction.
3. Schedule tests and inspections by authorities having jurisdiction with at least 24 hours' advance notice.

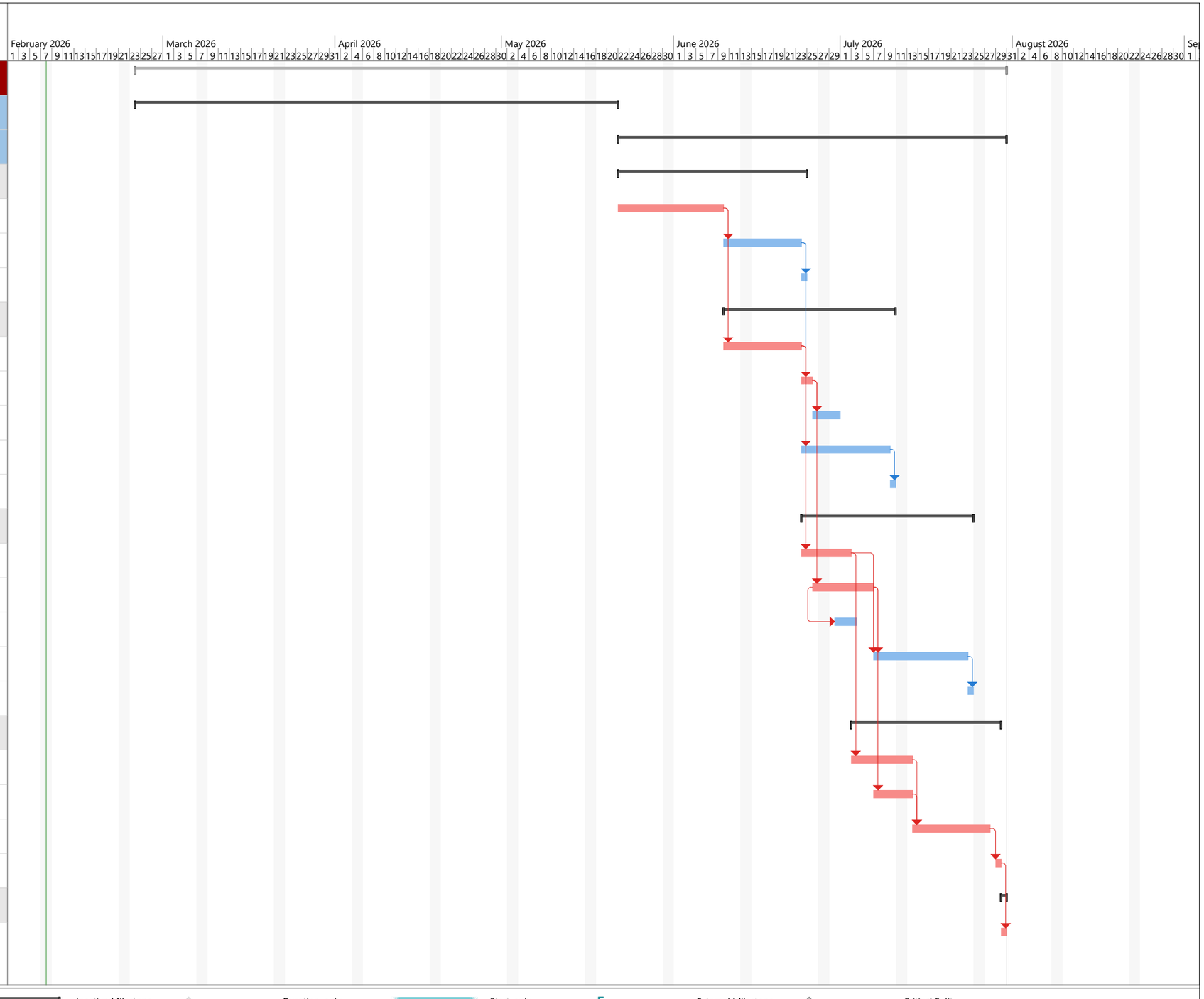
C. Regulatory Requirements: Comply with requirements of applicable codes, regulations and authorities having jurisdiction.

D. Maintenance

1. If at any time before 12 months after the completion and acceptance of the work, there shall be any settlement of trenches requiring repairs to be made in any roadway, parking area or property along the line of the work, or should any defect appear in the work due to neglect, carelessness or improper construction on the part of the Contractor, the Engineer will notify the Contractor to make such repairs and remedy any defects. The Contractor shall, within 5 days after such notice, begin and carry out such repairs at no additional cost to the Owner.

END OF SECTION 33 4100

ID	Task Mode	Outline Level	Task Name	Duration	Start	Finish
0		0	**Shawnee Heights USD 450**	**113 days**	**Tue 2/24/26**	**Thu 7/30/26**
1		1	**Preconstruction**	**63 days**	**Tue 2/24/26**	**Thu 5/21/26**
8		1	**Construction**	**50 days**	**Fri 5/22/26**	**Thu 7/30/26**
9		2	**Tecumseh South**	**24 days**	**Fri 5/22/26**	**Wed 6/24/26**
10		3	Playground Equipment	13 days	Fri 5/22/26	Tue 6/9/26
11		3	Turf	10 days	Wed 6/10/26	Tue 6/23/26
12		3	Punch Walk	1 day	Wed 6/24/26	Wed 6/24/26
13		2	**SHES**	**23 days**	**Wed 6/10/26**	**Fri 7/10/26**
14		3	Playground Equipment	10 days	Wed 6/10/26	Tue 6/23/26
15		3	Concrete	2 days	Wed 6/24/26	Thu 6/25/26
16		3	Fence	3 days	Fri 6/26/26	Tue 6/30/26
17		3	Turf	12 days	Wed 6/24/26	Thu 7/9/26
18		3	Punch Walk	1 day	Fri 7/10/26	Fri 7/10/26
19		2	**Berryton**	**23 days**	**Wed 6/24/26**	**Fri 7/24/26**
20		3	Playground Equipment	7 days	Wed 6/24/26	Thu 7/2/26
21		3	Concrete	7 days	Fri 6/26/26	Mon 7/6/26
22		3	Fence	4 days	Tue 6/30/26	Fri 7/3/26
23		3	Turf	13 days	Tue 7/7/26	Thu 7/23/26
24		3	Punch Walk	1 day	Fri 7/24/26	Fri 7/24/26
25		2	**Tecumseh North**	**19 days**	**Fri 7/3/26**	**Wed 7/29/26**
26		3	Playground Equipment	7 days	Fri 7/3/26	Mon 7/13/26
27		3	Concrete	5 days	Tue 7/7/26	Mon 7/13/26
28		3	Turf	10 days	Tue 7/14/26	Mon 7/27/26
29		3	Punch Walk	1 day	Wed 7/29/26	Wed 7/29/26
30		2	**Completion**	**1 day**	**Thu 7/30/26**	**Thu 7/30/26**
31		3	Project Substantial Completion	1 day	Thu 7/30/26	Thu 7/30/26



Project: Shawnee Heights USD
Date: Sun 2/8/26

Task
Split
Milestone
Summary
Project Summary
Inactive Task
Inactive Milestone
Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
External Tasks
External Milestone
Deadline
Critical
Critical Split
Progress
Manual Progress