

**PROJECT MANUAL**

**Justice Complex Roof Replacement**



**PROJECT I.D. B27287**

**BUILDING AND LOGISTICS, PUBLIC WORKS DEPARTMENT**

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/ KANSAS CITY, KANSAS

CONTRACT DOCUMENTS

FOR

**JUSTICE COMPLEX ROOF REPLACEMENT**

**PROJECT ID B27287**

BUILDING AND LOGISTICS DIVISION  
of

PUBLIC WORKS DEPARTMENT

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**LEGAL NOTICE OF INVITATION FOR BIDS**  
**UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS**  
**OFFICE OF THE COUNTY ENGINEER**

Bids are being solicited for a capital construction project known as:

Project Name           **Justice Complex Roof Replacement**  
Project ID No.       **B27287**  
Bid Date               **April 05, 2017**  
Contract Time       **120 Days**  
Estimated Value

Bids will be received until 8:45 a.m. on the above date, the Office of the Unified Government Clerk, Municipal Office Building, 701 North Seventh Street, Kansas City, Kansas, 66101. At 9:00 a.m., in the Commission Chambers, the bids will be publicly opened and read aloud.

*Project goals for MBE and WBE participation are not part of this solicitation.*

*Prevailing Wage Rate is not part of this solicitation.*

**A Mandatory Pre-Bid Conference will be held at:**

Wyandotte County City Hall building  
701 North 7<sup>th</sup> street, 5<sup>th</sup> floor,

**Kansas City, Kansas 66101**

Room:               **Conference room 515**

Date:               **March 23, 2017**

Time:               **8:30 a.m.**

**Last day for questions is on April 29, 2017 @ 12:00,**

**Answers due back to vendor listing on March 31, 2017 @ 12:00**

**All questions shall be emailed to Richard Rocha @ [rrocha@wycokck.org](mailto:rrocha@wycokck.org)**

Bid security is required. The Unified Government reserves the right to reject any or all bids. Instructions to Bidders contains additional requirements.

Solicitations from qualified minority, and women owned businesses, firms and individuals are encouraged by the Unified Government of Wyandotte County/Kansas City, Kansas. This encouragement does not infer preference and all solicitations will be evaluated equally.

## **INSTRUCTIONS AND INFORMATION TO BIDDERS**

1. Sealed bids will be received until the date and time stated in the Legal Notice of Invitation for Bids at which time in the Council Chambers the bids will be publicly opened and read aloud.
2. Bids shall be submitted in sealed envelopes, addressed to the Unified Government Clerk, Municipal Office Building, 3<sup>rd</sup> floor, 701 N. 7<sup>th</sup> Street, Kansas City, Kansas 66101. The outside of each sealed envelope containing a Bid Form shall plainly be marked "Bid" and shall state the name of the project and the name and address of the bidder. If forwarded by mail, the sealed envelope containing the Bid Form must be mailed inside another envelope to the addressee.
3. Written notice of award shall be sent to the successful bidder. The successful bidder shall, within ten (10) days from the date of receipt of the notice of award, the successful bidder shall come into compliance with chapter 11 of the Procurement Code and Regulations regarding Affirmative Action and Equal Employment Opportunity as required by Sections 18-137 and 18-138 of the Code of Ordinances of the Unified Government of Wyandotte County/Kansas City, Kansas. For information regarding compliance requirements, contact the Procurement and Contract Compliance Division located on the 6th Floor of the Municipal Office Building, 701 N. 7<sup>th</sup> Street, Kansas City, Kansas 66101, Room 649 or call (913) 573-5098.
4. Along with the bid, all bidders must submit, on the form provided, a completed Affidavit of Intended Utilization, listing the names of Subcontractors and Suppliers proposed for use and designating which Work each is to perform. Affidavit of Intended Utilization is required whether or not project goals are established. The Unified Government encourages solicitations from local-, minority-, and women-owned businesses, on all projects whether or not project goals are established. Prime bidders may access a listing of L/M/WBE firms by visiting [www.wycokck.org](http://www.wycokck.org) and clicking the link titled "Supplier Database."
5. When a project goal for participation by MBEs or WBEs is established in the agreement, additional submittals are required. These additional requirements are located in the section of this project manual titled "Additional Requirements when MBE/WBE Goals are Established".
6. All bids shall be submitted on the printed Bid Form, or photocopy thereof, included in the Bidding Documents. All blank spaces must be filled in, in ink or typewritten, and the Bid Form must be fully completed and executed when submitted. Only one executed copy of the Bid Form is required. All other forms required to be submitted shall be completed by the bidder and submitted with the Bid Form. The Bid Form and all required forms shall be fastened together in one package. A second complete copy of the Bid Form and all other required forms, fastened as a second package, shall be submitted in the same envelope.
7. All Bids in excess of \$50,000.00 must be accompanied bid security in the form of a bank-certified check, cash, or a Bid Bond underwritten by a surety company licensed to issue Bid Bonds in the State of Kansas. The bid security shall be in an amount not less than five percent (5%) of the total bid. The Bid Bond shall be in substantially the Bid Bond form provided in

these Bidding Documents. The check or Bid Bond shall be made payable to the Unified Government of Wyandotte County/Kansas City, Kansas. As soon as the bids have been compared, the Unified Government will return the checks or cash of all except the three lowest responsible bidders. Upon execution of the contract by the Unified Government, the checks or cash shall be returned to all bidders.

8. Bids may be modified or withdrawn by written notice received in the office of the Unified Government Clerk, Municipal Office Building, 3rd floor 701 N. 7<sup>th</sup> Street Kansas City, Kansas, prior to the time and date for bid opening. No bidder may withdraw or modify a bid with in sixty (60) days after the actual date of bid opening.
9. The Unified Government may issue amendments to Bidding Documents prior to the time for receipt of bids. The bidder shall acknowledge receipt of all amendments by executing and submitting them with the bid. Amendments shall be sent to all prospective bidders known to have received an Invitation for Bids. All postponements of the opening date of bids shall be effectuated by amendment.
10. Any information obtained from an officer, agent or employee of the Unified Government or any other person shall not modify or change the Invitation for Bids and shall not affect the risk or obligation assumed by the bidder or relieve him from fulfilling any of the conditions of the Invitations for Bids. Should a prospective bidder be in doubt as to the meaning of any provisions of the Invitation for Bids, he may submit to the Unified Government a written request for an interpretation. Any written request for interpretation shall be submitted to the Unified Government no later than seven (7) days from the date set for bid opening. Any interpretation of the Invitation for Bids shall be made by amendment.
11. Bidders shall visit the site of work and existing facilities and shall fully inform themselves of existing conditions and limitations. Responsibility for differing site conditions shall be determined in accordance with the Clause in the Invitation for Bids entitled "Differing Site Conditions" (Section 16 - General Conditions.) Bidder shall study all reports of subsurface exploration and other technical data which may be identified in the bidding documents. Bidder shall be familiar with all federal, state, and local laws and regulations that may affect cost, progress, or performance of the work. Bidder shall prepare bid from complete bidding documents.
12. A conditional or qualified bid will be rejected. Unified Government reserves the right to waive minor irregularities in a bid and to correct obvious mathematical errors on a bid form. The Unified Government reserves the right to reject any or all bids, as provided in Sections R3-201.04 and R3-201.05, of the Procurement Regulations of the Unified Government of Wyandotte County/Kansas City, Kansas, and all Bidders must agree that such rejection shall create no liability on the part of the Unified Government of Wyandotte County/Kansas City, Kansas because of such rejections; and the filing of any bid in response to this Invitation shall constitute an agreement of the Bidder to these conditions.
13. Bid consist of lump sum prices for the work included in the base bid. Comparisons of bids will be based in the sum of the total base bid.

14. The contract for the work shall be awarded to the lowest responsive and responsible bidder whose bid does not exceed available funds as certified by the appropriate Fiscal Officer. Bidder's not complying with all of the requirements contained in the Legal Notice of Invitation for Bids and the Instructions and Information to Bidders may be judged nonresponsive. Bidder's responsibility or non-responsibility shall be determined under Section R3-301 of the Procurement Regulations. Bidders shall supply information as requested by the Procurement Officer concerning the responsibility of such bidder. The Unified Government may waive informalities in its determination of responsiveness and responsibility.
15. Written notice of award shall be sent to the successful bidder. The successful bidder shall within ten (10) days from the date of receipt of the notice of award perform the following:
  - (a) If the contract is in excess of \$50,000, submit a performance bond in the amount of 100% of the contract price.
  - (b) If the contract is in excess of \$50,000, submit a payment bond to the State of Kansas in the amount of 100% of the price specified in the contract for the protection of all persons supplying labor, materials, equipment and supplies to the contractor or its subcontractor. Said bond shall comply with the requirements of K.S.A. 60-1111, as amended, and shall be filed with the Clerk of the District Court of Wyandotte County, Kansas.
  - (c) Submit a certificate of insurance evidencing insurance as required by the Clause in the Invitation for Bids entitled "Insurance" (Section 27 - General Conditions).
  - (d) Execute the agreement.
15. The Unified Government may at its option declare the bidder in default if the bidder fails to perform all of the above-enumerated conditions, in which case the bid security shall become the property of the Unified Government.
16. All bonds required by the Bidding Documents shall contain all terms and conditions contained in the provided bond forms and shall be executed by a surety company authorized to do business in the State of Kansas and countersigned by an agent licensed by the Unified Government of Wyandotte County/Kansas City, Kansas. The attorney in fact who signs bonds must file with each bond a certified and effective dated copy of their power of attorney.
17. The Unified Government, within thirty (30) days of Bidders' compliance with all the conditions contained in paragraph number 15 of this Information to Bidders, shall sign and return to the contractor a photocopy of the executed agreement. Should the Unified Government not execute the Agreement within thirty (30) days period, the Bidder may by written notice withdraw his signed agreement. Such notice of withdrawal shall be effective upon receipt of notice by the Unified Government.
18. The Notice to Proceed will be issued within thirty (30) days of the execution of the Agreement by the Unified Government. Should there be reasons why the Notice to Proceed

cannot be issued within such period; the time may be extended by mutual agreement between the Unified Government and the Contractor. If the “Notice to Proceed” has not been issued within the thirty (30) day period or within the period mutually agreed upon, the Contractor may, by Written Notice, terminate the Agreement without further liability on the part of either party.

19. Prior to contract award, the successful bidder(s) must ensure that all occupational taxes are paid. For information, contact the Unified Government of Wyandotte County/Kansas City, Kansas License Division at (913) 573-8690.
20. Tax Clearance for Taxes Owed to Local Governments  
The Unified Government of Wyandotte County/Kansas City, KS, Johnson County KS, City of Kansas City MO, and Jackson County MO, (collectively the “Local Governments”), have agreed to cooperate with each other to ensure that tax funded contracts are performed by Contractors in compliance with the Tax Laws of the Local Governments. Contactor agrees that the Contractor shall be in compliance with the respective Tax Laws of the Local Governments throughout the term of this contract and any contract renewals and that proof of Contractor’s compliance with the Tax Laws of the Local Governments shall be a condition of award. All Contractors entering into a contract and all subsequent renewals with the Unified Government of Wyandotte County in the amount of \$20,000.00 or more must obtain a Tax Clearance Certification. The Tax Clearance Certification must be signed by an authorized official from all four (4) of the “Local Governments” and submitted to the Unified Government Procurement and Contract Compliance Department. The Tax Clearance Certification shall be valid for a period of one year from the date of issuance and shall not be dated more than sixty (60) days prior to any notice of intent to contract by the County. (Form *will be provided by the Unified Government*).

Standard Contractual Provisions:

**Controlling Provision:** The terms of these Contractual Provisions and the General Conditions control over the terms of any other conflicting provision in any other document relating to the Agreement.

**Governing Law:** This Agreement is subject to, governed by, and construed according to the laws of the State of Kansas.

**Cash Basis Law:** This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 and amendments thereto. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the Unified Government. The Unified Government is obligated only to pay periodic payments or monthly installments under the Agreement



**BID**

**UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS**

**B I D**

To: The Unified Government of Wyandotte County/Kansas City, Kansas

Proposal of \_\_\_\_\_  
(hereinafter called "Bidder") organized and existing under the laws of the State of

\_\_\_\_\_, doing business as \_\_\_\_\_

1. In compliance with the Invitation for Bids, the undersigned Bidder hereby proposes to furnish all material, tools, labor and equipment and to perform all Work necessary to construct and complete the Project known as:

**Project Name: Justice Complex Roof Replacement**  
**Project ID: B27287**

In strict accordance with the Contract Documents, within the time set forth herein, and at the prices stated herein.

2. By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies, as to his own organization, that:
  - A. The price submitted is independently arrived at without collusion.
  - B. The bidder has not knowingly influenced and promises that it will not knowingly influence a Unified Government employee or former Unified Government employee to breach any of the ethical standards set forth in Article 12 (Ethics in Public Contracting) of the Procurement Code and in Chapter 12 of the Procurement Regulations.
  - C. The Bidder has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in R-12-106 (Gratuities and Kickbacks) of the Procurement Regulations.
  - D. The Bidder represents that he has not retained and will not retain a person to solicit or secure a Unified Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.
3. Bidder hereby agrees to complete all Work and to fully complete the Project within (120)

Calendar days for **BASE BID**. The following number of Calendar days will be given with each accepted Alternate:

Alternate One: ( 0 ) Calendar days to be added to Base Bid

4. Bidder acknowledges receipt of the following Amendment(s):

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5. Bidder agrees to furnish all materials, labor, tools, and equipment and perform all the Work described in the Contract Documents for the following price:

**Base Bid** Provide a lump sum cost for the replacement of the roof systems as specified on roof Areas "A", "B", "C", "D", "E", "F", "G1", "G2", "H", "I", "O", "P", "Q", "R", "S", "T", and "U

**Lump Sum Bid:** \_\_\_\_\_  
Words Dollars & Cents

6. Alternate Costs listed below are understood to be an "Add" to the Base Bid

**Alternate One** Provide a lump sum cost for removal and replacement of existing masonry sealants as specified.

**Lump Sum Bid:** \_\_\_\_\_  
Words Dollars & Cents

7. Owner requires bidder to identify the following materials and subcontractors used in preparation of bid.

**Roof System (membrane) Manufacturer** \_\_\_\_\_

**Subcontractors**

Bidder hereby certifies that the following subcontractors will be used in performance of Work. Failure to list subcontractors (if applicable) for each category of work identified on this form or listing more than one subcontractor for any category of work without designating the portion of work performed by each may be grounds for rejection of bid. List name of designated subcontractor, for each category of work listed in the Bid Form. If more than one subcontractor will perform work within a category, Bidder shall provide name of each subcontractor and specify exact portion of work to be performed by each. If Bidder intends to perform any designated subcontract work by using Bidder's own employees, then Bidder shall list their own name, city, and state.

Lightweight Subcontractor \_\_\_\_\_

Plumbing Subcontractor \_\_\_\_\_

Masonry Sealant Subcontractor \_\_\_\_\_

Sheet Metal Subcontractor \_\_\_\_\_

Lightning Protection Subcontractor \_\_\_\_\_

Mechanical Subcontractor \_\_\_\_\_

Electrical Subcontractor \_\_\_\_\_

Respectfully submitted,

By \_\_\_\_\_  
Signature Date SEAL

\_\_\_\_\_  
Title

Bidder's form of business is:

Attest \_\_\_\_\_  
(Corporations only)

\_\_\_\_\_ An INDIVIDUAL,  
residing in the State of \_\_\_\_\_

\_\_\_\_\_  
Business Address

\_\_\_\_\_ A PARTNERSHIP,  
organized in the State of \_\_\_\_\_

\_\_\_\_\_  
License Number (if applicable)

\_\_\_\_\_ A CORPORATION,  
incorporated in the State of \_\_\_\_\_

**BID BOND**

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, \_\_\_\_\_,  
(Name of Contractor)

as Principal, and \_\_\_\_\_,  
(Name of Surety Company)

a corporation duly organized under the laws of the State of \_\_\_\_\_, and authorized to do business in Kansas as Surety, are held and firmly bound unto the Unified Government of Wyandotte County/Kansas City, Kansas for the sum of \_\_\_\_\_

Dollars (\$ \_\_\_\_\_), for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

**Project Name: Justice Complex Roof Replacement**  
**Project ID: B27287**

NOW, THEREFORE, if the Unified Government shall accept the bid of the Principal, and the Principal shall enter into a Contract with the Unified Government in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Unified Government the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Unified Government may in good faith contract with another party to perform work covered by said bid and such larger amount for which the Unified Government may in good faith contract with another party to perform work covered by said bid or an appropriate liquidated amount as specified in the Invitation for Bids then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**CONTRACTOR:**

**SURETY:**

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Name of Surety)

(Seal)

(Seal)

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name)

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

**Attorney in Fact**

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

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

**Approved:**

\_\_\_\_\_  
(Chief Counsel)

# **AGREEMENT**

**UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS  
AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Unified Government of Wyandotte County/Kansas City, Kansas, hereinafter called "Unified Government," and

---

(Contractor)

as (an individual), or (a partnership), or (a corporation), hereinafter called "Contractor."

WITNESSETH: That and for in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will commence and complete the construction of the Project known as:

**Project Name: Justice Complex Roof Replacement  
Project I.D.: B27287**

2. The Contractor will furnish all of the Material, supplies, tools, Equipment, labor and other services necessary for the construction and completion of the Project described above.
3. The Contractor will complete all the Work required by the Contract Documents within 120 days after the date established in the Notice to Proceed unless the period for completion is extended otherwise by the Contract Documents. The Contractor further agrees to pay, as Liquidated Damages, the sum of **\$500.00** for each day thereafter as provided in Section 24 of the General Conditions.
4. The Contractor agrees to perform and complete all the Work described in the Contract documents for the unit prices listed in the Bid Form, for an estimated total amount of **AMOUNT WORDS (AMOUNT NUMBERS)**. Actual payment shall be the sum of the products of the installed and accepted quantity of each bid item, measured by the Engineer as described in Contract Documents, times its unit price. The Contractor acknowledges that the unit prices listed in the Bid Form contemplates the construction of all facilities complete, in conformance with the Contract Documents, and that the cost of work required by the Contract Documents for which a specific unit price is not listed is included in the unit price for the closest applicable item.
5. It is understood that the "Engineer" representing the Unified Government shall be:  
**RTI consultant Mike Gerstner.**
6. The term "Contract Documents" means and includes the following:
  - (a) Legal Notice of Invitation for Bids
  - (b) Instructions and Information to Bidders
  - (c) Executed Bid Form
  - (d) Bid Bond
  - (e) Amendments
  - (f) Agreement
  - (g) Payment Bond



- (h) Performance Bond
- (i) Notice of Award
- (j) Notice to Proceed
- (k) Change Orders
- (l) Additional Written Instruction and Detailed Drawings  
Approved by the Engineer
- (m) Drawings
- (n) General Conditions
- (o) Supplemental General Conditions
- (p) Forms
- (q) Technical Provisions
- (r) Special Conditions

- 7. The Unified Government will pay the Contractor in the manner and at such times as set forth in Section 25 of the General Conditions such amounts as required by the Contract Documents.
- 8. This Agreement shall be binding upon all parties hereto and their representative heirs, executor, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, an original on the date first above written.

**OWNER:**  
**Unified Government of Wyandotte**  
**County/Kansas City, Kansas**

**CONTRACTOR:**  
 \_\_\_\_\_  
 (Contractor)

By \_\_\_\_\_  
**County Administrator**

By \_\_\_\_\_  
 Name \_\_\_\_\_  
 Address \_\_\_\_\_

**ATTEST:**  
 \_\_\_\_\_  
**Unified Government Clerk**

\_\_\_\_\_  
**ATTEST:**  
 \_\_\_\_\_  
**Title**

**LABOR AND MATERIAL  
PAYMENT BOND**

*Note to Clerk of the District Court, Wyandotte County, Kansas:  
Please enter date filed and furnish case number.*

Case No. \_\_\_\_\_

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

THAT WE,

\_\_\_\_\_  
(Name of Contractor)

as Principal, and

\_\_\_\_\_  
(Name of Surety Company)

a corporation duly organized under the laws of the State of \_\_\_\_\_,  
and authorized to do business in Kansas, as Surety, are held and firmly bound unto the  
State of Kansas, as Obligee hereinafter called State, for the use and benefit of claimants as  
hereinafter defined, in the amount of \_\_\_\_\_

\_\_\_\_\_  
Dollars (\$ \_\_\_\_\_), for the payment whereof Principal and Surety bind themselves,  
their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these  
presents.

WHEREAS, Principal has by written agreement dated \_\_\_\_\_, 20\_\_\_\_\_,  
entered into a contract with Unified Government of Wyandotte County/Kansas City, Kansas, for

**Project Name: Justice Complex Roof Replacement**  
**Project I.D.: B27287**

in accordance with drawings and specifications prepared by the RTI Consultants, which contract is  
by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, if the said Principal or the sub-contractor or sub-contractors of said Principal  
shall pay all indebtedness incurred for supplies, materials, or labor furnished, or equipment used or  
consumed in connection with or in or about the construction or making of the above described  
improvements, this obligation shall be void; otherwise, it shall remain in full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**CONTRACTOR:**

**SURETY:**

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Name of Surety)

(Seal)

(Seal)

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name)

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

**Attorney in Fact**

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

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

**Approved:**

\_\_\_\_\_  
(Assistant U.G. Attorney)

**PERFORMANCE BOND**

*Filing of this bond with the Clerk of the District Court is not a contract requirement*

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

THAT WE,

\_\_\_\_\_  
(Name of Contractor)

as Principal referred to herein as Contractor, and

\_\_\_\_\_  
(Name of Surety Company)

a corporation duly organized under the laws of the State of \_\_\_\_\_, and authorized to do business in Kansas, as Surety, are held and firmly bound unto the Unified Government of Wyandotte County/Kansas City, Kansas, as Obligee, in the amount of \_\_\_\_\_

\_\_\_\_\_  
Dollars (\$ \_\_\_\_\_), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_, 20\_\_\_\_\_, entered into a contract with the Unified Government of Wyandotte County/Kansas City, Kansas for

**Project Name: Justice Complex Roof Replacement**  
**Project I.D.: B27287**

in accordance with drawings and specifications prepared by RTI Consultants which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract then this obligation shall be null and void; otherwise it shall remain in full force and effect. The Surety hereby waives notice of any alteration or extension of time made by the Unified Government and its obligation is not affected by any such alteration or extension provided the same is within the scope of the Contract. Whenever Contractor shall be, and is declared by Unified Government to be in default under the Contract, the Unified Government having performed Unified Government's obligations thereunder, the Surety may promptly remedy the default or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions; or
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Unified Government and the Surety jointly of the lowest responsive, responsible bidder, arrange for a contract between such bidder and the Unified Government, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completions arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean total amount payable by Unified Government to Contractor under the Contract and any amendments thereto, less the amount properly paid by Unified Government to Contractor. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Unified Government or successors of the Unified Government.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**CONTRACTOR:**

**SURETY:**

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Name of Surety)

(Seal)

(Seal)

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name)

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

**Attorney in Fact**

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

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

**Approved:**

\_\_\_\_\_  
(Assistant U.G. Attorney)

# **CONDITIONS OF THE CONTRACT**

**UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS - GENERAL CONDITIONS  
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50.	Forty (40) Hour Week Provision
51.	Interest Payable on Claims
52.	Multiple Awards
53.	Inaccurate Pricing Data
54.	Prevailing Wage Rate
55.	Removal of Employees
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57.	Revisions to Standard General Conditions

UNIFIED GOVERNMENT OF WYANDOTTE  
COUNTY/KANSAS CITY, KANSAS  
GENERAL CONDITIONS

1. **DEFINITIONS:** Wherever used in the Invitation for Bids, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural and/or of either sex thereof:

1.1 **AMENDMENT** - Written or graphic instruments issued prior to the opening of Bids which modify or interpret the Invitation for Bids by additions, deletions, clarifications or corrections.

1.2 **AGREEMENT** - The Unified Government's Agreement Form voluntarily signed and witnessed by the Unified Government and Contractor and made a part of the Contract Documents.

1.3 **BID** - The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

1.4 **BIDDER** - Any person, firm or corporation submitting a Bid for the Work.

1.5 **BONDS** - Bid, performance and payment bonds and other instruments of security, furnished by the contractor and his surety in accordance with the Invitation for Bids.

1.6 **CHANGE ORDER** - a written order signed by the Procurement Officer, directing the contractor to make changes which the Changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor.

1.7 **UNIFIED GOVERNMENT** - The Unified Government of Wyandotte County/Kansas City, Kansas, a Municipal Corporation.

1.8 **CONSULTANT** - A person, firm or corporation contracted with by the Unified Government to perform specific technical or professional tasks as set forth in the signed written agreement between the Unified Government and Consultant.

1.9 **CONTRACT DOCUMENTS** - The contract including Legal Notice of Invitation for Bids, Instructions and Information to Bidders, executed Bid Form, Bid Bond, Amendments, Agreement, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Change Order, additional written instruction and detailed drawings approved by the Engineer/Architect, Drawings, general Conditions, Supplemental General Conditions, Special Conditions, Technical Provisions.

1.10 **CONTRACT PRICE** - The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

1.11 **CONTRACT TIME** - The number of days stated in the Contract Documents for the completion of the Work. Time shall be measured in calendar days

or working days as specified in the Agreement.

1.12 **CONTRACTOR** - The person, firm or corporation with whom the Unified Government has executed the Agreement.

1.13 **DAYS** - Except for calculation of Contract Time when working days are specified, all periods of time prescribed in the Contract Documents shall be measured in calendar days. In computing time the day of the event from which the designated period of time begins to run shall not be included, but the last day of the period shall be included unless it is Saturday, Sunday, or a Unified Government holiday, in which event the period shall run to the end of the next business day.

1.14 **DRAWINGS** - The part of the Contract Documents which show the characteristics and scope of the Work to be performed and which have been prepared and/or approved by the Engineer/Architect.

1.15 **ENGINEER/ARCHITECT** - The Procurement Officer or his designee, or the Consultant hired by the Unified Government to perform professional services as designated in the Agreement.

1.16 **EQUIPMENT** - All machinery and equipment, together with the necessary supplies for operation, upkeep and maintenance, and also tools and apparatus necessary for the proper construction and acceptable completion of the work.

1.17 **INVITATION FOR BIDS** - All documents, whether attached or incorporated by reference, utilized for soliciting bids, including but not limited to the Legal Notice of Invitation for Bids, Instructions and Information to Bidders, General Conditions, Supplemental General Conditions, Technical Provisions, Special Conditions, Agreement Form, Bid Form, Bond Forms, EEO Requirements, Drawings and Amendments.

1.18 **MANUFACTURER** - The person, firm or corporation responsible for the commercial manufacturing, assembling or processing of materials and/or equipment to be incorporated in the Project.

1.19 **MATERIAL** - Any substance specified for use in the construction of the project and its appurtenances.

1.20 **MONUMENT** - A boundary marker.

1.21 **NOTICE OF AWARD** - The written notice of the acceptance of the Bid by the Unified Government to the successful Bidder.

1.22 **NOTICE TO PROCEED** - A written notice issued by the Unified Government to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Contract Time.

1.23 **PROCUREMENT CODE** - The Procurement Code of the Unified Government of Wyandotte County/Kansas City, Kansas, effective June 27, 1983



by ordinance Number 64497, and amendments thereto. This document may be viewed during normal business hours in the office of the Unified Government Clerk.

1.24 **PROCUREMENT OFFICER** - Any person duly authorized to administer contracts and make written determinations with respect thereto. The term also includes an authorized representative acting within the limits of authority.

1.25 **PROCUREMENT REGULATION** - The Procurement Regulations of the Unified Government of Wyandotte County/Kansas City, Kansas, effective June 27, 1983, and amendments thereto. This document may be viewed during normal business hours in the office of the Unified Government Clerk.

1.26 **PROJECT** - The undertaking to be performed as provided in the Contract Documents with payment to the Contractor from the Unified Government.

1.27 **PROJECT REPRESENTATIVE** - The Engineer/Architect's agent assigned to the project site who shall act under the supervision and direction of the Engineer/Architect. He shall confer with the Engineer/Architect regarding his actions, and shall generally communicate with the Unified Government only through the Engineer/Architect.

1.28 **SHOP DRAWINGS** - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, Manufacturer, Supplier or Distributor, which illustrate how specific portions of the Work will be fabricated, installed, formed or constructed.

1.29 **SPECIFICATIONS** - A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship, including Technical Provisions and Special Conditions.

1.30 **SPECIAL CONDITIONS** - A part of the Contract Documents being a modification, amplification and/or additional information of the General, or Supplemental General Conditions or Technical Provisions.

1.31 **SPECIFIED COMPLETION DATE** - The date on which the contract work is specified to be completed.

1.32 **SUBCONTRACTOR** - An individual, firm or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

1.33 **SUBSTANTIAL COMPLETION** - That date as certified by the Engineer/Architect when the construction of the Project or a specified part thereof is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended.

1.34 **SUPPLEMENTAL GENERAL CONDITIONS** - A part of the Contract Documents consisting of modifications and additions to the General Conditions

or Instructions to Bidders that are applicable to a specific projects of procurement agency.

1.35 **SUPPLIER** - Any person, firm, corporation or organization who supplies Materials or Equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

1.36 **SURETY** - The corporation, partnership or individual, other than the Contractor, executing a bond furnished by the Contractor.

1.37 **TECHNICAL PROVISIONS** - A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship required for the Project.

1.38 **WORK** - All labor, equipment and tools necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project.

1.39 **WORKING DAY** When working days are specified, a working day shall be any day from the starting date through the completion of the project except as follows:

a. Saturdays, Sundays, Unified Government holidays, and the dates from December 24 through January 2, inclusive, unless the Contractor requests and receives permission to work on these dates.

b. Days on which adverse weather, or conditions immediately resulting from adverse weather, prevent work on the controlling item for at least 50% of the total daily time.

c. Days on which the current controlling item is delayed or suspended due to acts of the Engineer/Architect for at least 50% of the total daily time.

d. Days on which correction of differing site conditions prevent work on the current controlling item for at least 50% of the total daily time. Differing site conditions shall be those listed in General Condition 16.1.

Only whole days will be counted. On non-working days Contractor may, at his option and with no count against the contract time, pursue any work not affected by weather or other conditions affecting the controlling item.

The current controlling item is that feature or features of the work which if delayed or prolonged, at the time in question, will delay the completion of the project. The controlling item may be an activity or it may be a curing period or other mandatory waiting period. Working and non-working days shall be determined and recorded at regular intervals by the Engineer/Architect. Contractor shall review calculation of time and resolve any differences with the Engineer/Architect prior to each partial pay submittal.

1.40 WRITTEN NOTICE - Any notice to any party to the Agreement in writing the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the Work, or so mailed or delivered to the party listed with the Clerk of the District Court of Wyandotte County as the Contractor's Process Agent.

**2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS.**

2.1 The Contractor may be furnished additional written instructions and detail drawings, by the Engineer/Architect, as necessary to carry out the Work required by the Contract Documents.

2.2 The Contractor shall carry out the Work in accordance with the additional written instructions and detail drawings.

**3. SCHEDULES, REPORTS AND RECORDS FOR PUBLIC PROJECTS.**

3.1 The Contractor shall submit to the Engineer/Architect such schedule of quantities and costs, progress schedules, payrolls, reports, estimates record and other data where applicable as are required by the Contract Documents for the Work to be performed.

3.2 Prior to the commencement of Work, the Contractor shall submit construction progress schedules showing the order in which he proposes to carry on the Work, including dates at which he will start the various parts of the Work, estimated date of completion of each part and, as applicable, the dates at which special detail drawings will be required, and respective dates of submission of Shop Drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

3.3 The Contractor shall also submit a schedule of payments that he anticipates he will earn during the course of the Work.

**4. DRAWINGS AND SPECIFICATIONS.**

4.1 The intent of the Drawings and Specifications is that the Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the Work in accordance with the Contract Documents and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy or operation by the Unified Government.

4.2 In case of conflict between the Drawings and Specifications, the drawings shall govern. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings. Special Conditions shall govern over Technical Provisions and the General Conditions.

4.3 Any discrepancies, inconsistencies, or ambiguities found between the Drawings or Specifications shall be immediately reported to the

Engineer/Architect, in writing, who shall promptly correct them in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities, but before correction by the Engineer/Architect, shall be done at the Contractor's risk.

**5. SHOP DRAWINGS.**

5.1 Where required by the special conditions or technical provisions, the Contractor shall provide to the Engineer/Architect not less than 4 copies of all Shop Drawings which bear the certification that the Contractor has reviewed, checked and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. The Contractor shall also note on the Shop Drawings all deviations from the Contract Documents. The Engineer/Architect's approval of any Shop Drawing shall not release the Contractor from responsibility for deviations from the Contract Documents. The Engineer/Architect may elect not to review shop drawings not required by the contract documents. The approval of any Shop Drawing which substantially deviates from the requirement of the Contract Documents shall be evidenced by a Change order. If the Contractor requires more than 1 copy returned of "approved" or "approved if corrected as noted" drawings, additional copies shall be included in original submittal with all additional copies returned to the Contractor.

5.2 The review action by the Engineer/Architect will be as shown:

Action By <u>Engineer</u>	Retained By <u>Engineer</u>	Required <u>Resubmittal</u>
Approved	3	no
Approved if Corrected as Noted	3	no
Correct and Resubmit	1	yes
Not Approved	1	yes

5.3 Portions of the Work requiring a Shop Drawing or sample submission shall not begin until the Shop Drawing or sample has been approved by the Engineer/Architect. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Engineer/Architect.

**6. MATERIALS, SERVICES AND FACILITIES.**

.6.1 It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all Materials, labor, tools, Equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and

deliver the Work within the specified time.

6.2 Contractor shall furnish only new Material of the type, size, and strength class with all accessories as specified, indicated and/or necessary for a completed project.

6.3 Manufacturer of Material to be incorporated within the project shall be experienced in the design, manufacture, testing, and commercial supplying of the specified materials.

6.4 Materials and Equipment shall be so transported, stored and installed as to insure the preservation of their quality and fitness for the Work. Said transporting, handling and storage shall conform to the Manufacturer's recommendations unless otherwise required in the Contract Documents. Stored Materials and Equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection.

6.5 Damaged Materials will be subject to rejection and cannot be incorporated within the project without written approval from the Engineer/Architect.

6.6 Manufactured articles, Materials and Equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the Manufacturer unless otherwise specifically stated in the Contract Documents.

6.7 Contractor shall submit to the Engineer/Architect six (6) copies each of Manufacturer's design, Material specifications, quality control methods, recommended installation instructions, warranties, delivery dates, manufacturing location and if specifically requested samples of Materials to be incorporated within the Project for approval. Purchase of Materials not approved by the Engineer/Architect will be done only at the Contractor's risk.

6.8 Materials, supplies and Equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer/Architect.

6.9 Materials, supplies or Equipment to be incorporated into the Work shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

6.10 Contractor shall require, secure and submit to the Engineer/Architect six (6) copies of all material certifications and test transcripts for all Materials incorporated within the Project. Material testing shall be performed by the Manufacturer's quality control personnel and/or approved independent testing laboratory, all in conformance with applicable and acceptable standards. Provisions shall be made that the Engineer/Architect and/or approved independent test laboratory personnel may witness such tests. Failure of the Engineer/Architect to reject Materials will not be grounds for acceptance if defects are later

found; however, all Materials rejected by the Engineer/Architect as unsuitable, nonconforming and/or failing to meet minimum required test results shall not be used and shall be removed from the Project site by the Contractor.

## **7. INSPECTION AND TESTING.**

7.1 All Materials and Equipment used in the construction of the Work shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.

7.2 Tests and certifications are required to demonstrate that all products installed in the work comply with the specifications. Responsibility for testing shall be as indicated below:

a. City is responsible for acceptance tests on installed products and on products delivered for installation; such as field or laboratory tests for slump, air and strength of concrete, temperature of asphalt mixes, reference and relative density of asphalt mixtures, reference and relative density of embankment and fill material, infiltration/ exfiltration test and televising of sewer mains, thickness and surface straight edging, and the like; except for those tests listed in "c." below. Engineer/Architect shall determine the time, location, and frequency of field testing and sampling. Upon request the Unified Government will provide Contractor with one copy of test results.

If Contractor has reasonable objection to the testing laboratory employed by the Unified Government, Contractor shall submit a written protest using the procedure for claims based on procurement officer's actions or omissions.

b. Contractor shall reimburse the Unified Government for tests performed by the Unified Government when the results of those tests do not meet specified limits.

c. Contractor and his suppliers are responsible for process control tests normally conducted at the source of supply, such as certifications of manufactured products, concrete and asphalt mix designs, mixing plant quality monitoring tests, gradation tests of pipe bedding and imported fill material, fertilizer and seed certifications, and the like. Submittal of tests and certifications shall follow the procedures for shop drawings.

Contractor shall be responsible for the following field tests: tightness testing of manholes and sewer lines; mandrel testing of non-rigid sewer mains; start-up, demonstration and adjustment of HVAC, mechanical, electrical, or communication systems; and profilograph testing of concrete and asphalt pavements where required by the technical

specifications, special conditions, or drawings. When profilograph testing is ordered by the Engineer because of poor subjective ride quality, compensation for the testing shall be based on General Condition 7.7.

d. Contractor shall employ an independent commercial laboratory, acceptable to the Engineer, to conduct source of supply tests. The laboratory shall have the staff, equipment, qualifications, and experience to perform the tests in accordance with the specified standards.

e. Contractor shall cooperate with Unified Government's field testing and sampling; interrupting, exposing and repairing the work when necessary and providing labor, sample material, and facilities to accommodate the testing and sampling.

7.3 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to be specifically inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Engineer/Architect timely notice of readiness. The Contractor will then furnish the Engineer/Architect the required certificates of inspection, testing or approval.

7.4 Inspections, test or approvals by the Engineer/Architect or others shall not relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

7.5 The Engineer/Architect and/or his representatives will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal, State or local agency shall be permitted to inspect all Work, Materials, payrolls, records of personnel, invoices of Material, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection, or testing thereof.

7.6 If any Work is covered contrary to the instructions of the Engineer/Architect or his project representative, or if Work is covered prior to inspection required by the Contract Documents, said Work must, if requested by the Engineer/Architect, be uncovered for inspection and replaced at the Contractor's expense

7.7 If after the Work is covered in accordance with the Engineer/Architect's instructions and the requirements of the Contract Documents the Engineer/Architect subsequently issues instructions to uncover the Work for inspection, the contractor shall uncover the Work in question. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, inspection and reconstruction. If, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the

Contract Time, or both, directly attributable to such uncovering, inspection, and reconstruction and an appropriate Change Order shall be issued

## **8. SUBSTITUTIONS.**

8.1 Whenever Material or Equipment is identified on the Drawings or Specifications by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and not to limit competition, and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalogue number, and if, in the opinion of the Engineer/Architect, such material, article, or piece of equipment is of equal substance and function to that specified, the Engineer/Architect may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the Contract Price and the Contract Documents shall be appropriately modified by Change Order. The contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.

## **9. PATENTS.**

9.1 The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the Unified Government, Engineer/Architect, or Consultants harmless from loss on account thereof, except that the Unified Government shall be responsible for any such loss when a particular process, design, or the product of a particular Manufacturer or Manufacturers is specified. However, if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Engineer/Architect.

## **10. CONSTRUCTION STAKING.**

10.1 The Contractor shall perform all construction staking; completed staking shall be reviewed by the Engineer/Architect before work commences

10.2 The Owner will furnish necessary boundary surveys and establish all baselines for locating the principal component parts of the Work, together with a suitable number of bench marks adjacent to the Work as shown in the Contract Documents.

10.3 The Contractor shall retain or provide a Land Surveyor, licensed to practice in the State of Kansas, to develop and make any detailed surveys necessary for the construction of the Work.

10.4 The Contractor shall carefully preserve bench

marks, reference points and stakes and, in case of willful or careless destruction by his operations, or those of his Subcontractors or Material suppliers, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

## **11. PROTECTION OF WORK, PROPERTY AND PERSONS.**

11.1 The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all Materials or Equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

11.2 The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities forty-eight (48) hours in advance when prosecution of the Work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Unified Government or the Engineer/Architect or consultant or anyone employed by any of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

11.3 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer/Architect or Unified Government, shall act to prevent threatened damage, injury or loss. He will give the Engineer/Architect prompt Written Notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

## **12. SUPERVISION BY CONTRACTOR.**

12.1 The Contractor will supervise inspect and direct the Work. He will be solely responsible for the mean methods, techniques, procedures and safety of construction. Except where limited by the Engineer/Architect's authority to adjust schedule to meet objectives listed in Condition 33.2, the

Contractor shall be responsible for sequence of the work. The Contractor will employ and maintain on the Work a qualified superintendent who has full knowledge of and prior experience with the Materials and methods necessary to conform with the terms of and intent of these Contract Documents and who shall have been designated to the Engineer/Architect in writing by the Contractor as the Contractor's representative at the site. The superintendent shall have full authority to act on behalf of the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. The superintendent shall be present on the site at all times.

12.2 The Contractor shall not change the superintendent without prior approval of the Engineer/Architect, except if the superintendent leaves the Contractor's employment.

## **13. CHANGES.**

13.1 CHANGE ORDER - The Procurement Officer, at any time, and without notice to the sureties, in a signed writing designated or indicated to be a Change Order, may order:

- a. changes in the work within the scope of the Contract Documents; and
- b. changes in the time for performance of the Work that do not alter the scope of the Contract Documents.

13.2 ADJUSTMENTS OF PRICE OR TIME FOR PERFORMANCE - If any such Change Order increases or decreases the Contractor's cost of, or the time required for, performance of any part of the Work under these Contract Documents, whether or not changed by the order, an adjustment shall be made and the Contract Documents modified in writing accordingly. Any adjustment in Contract Price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of these Contract Documents. (Section 14 of the General Conditions).

Failure of the parties to agree to an adjustment shall not excuse a Contractor from proceeding with the Work as changed, provided that the Unified Government promptly and duly make such provisional adjustments in payments or time for performance as may be reasonable. By proceeding with the Work, the Contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

13.3 WRITTEN CERTIFICATION - The Contractor shall not perform any Change Order in excess of \$500 unless it bears, or the Contractor has separately received, a written certification, signed by the Fiscal Officer, that funds are available therefore; and, if acting in good faith, the Contractor may rely upon the validity of such certification.

13.4 TIME PERIOD FOR CLAIM - Within 30 days after receipt of a written Change Order under

Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the Contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the Contractor's claim unless the Unified Government is prejudiced by the delay in notification.

**13.5 CLAIM BARRED AFTER FINAL PAYMENT** - No claim by the Contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under these Contractor Documents.

**13.6 CLAIMS NOT BARRED** - In the absence of such a Change Order, nothing in the Contract Documents shall restrict the Contractor's right to pursue a claim arising under the Contract Documents if pursued in accordance with the Clause entitled "Claims Based on a Procurement Officer's Actions or Omissions" (Section 22 of the General Conditions) or for breach of contract.

**14. PRICE ADJUSTMENT.**

**14.1 PRICE ADJUSTMENT METHODS** - Any adjustment in Contract Price pursuant to clauses in these Contract Documents shall be made in one or more of the following ways:

- a. by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- b. by unit prices specified in the Contract Documents or subsequently agreed upon;
- c. by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the Contract Documents or subsequently agreed upon;
- d. in such other manner as the parties may mutually agree; or
- e. in the absence of agreement between the parties, by a unilateral determination by the Procurement Officer of cost attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the Procurement Officer in accordance with generally accepted accounting principles and applicable sections of the regulations promulgated under Article 7 (Cost Principles) and subject to the provisions of Article 9 (Legal and Contractual Remedies) of the Procurement Code.

**14.2 SUBMISSION OF COST OR PRICING DATA** - The Contractor shall submit cost or pricing data for any price adjustments subject to the provisions of Section 3-303 (Cost or Pricing Data) of the Procurement Code.

**15. VARIATIONS IN ESTIMATED QUANTITIES.**

**15.1 VARIATIONS REQUIRING ADJUSTMENTS** - Where the quantity of a pay item in these Contract

Documents is an estimated quantity and where the actual quantity of such pay item varies more than 15% above or below the estimated quantity stated in these Contract Documents, an adjustment in the Contract Price shall be made upon demand of either party. The adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115% or below 85% of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Procurement Officer shall, upon receipt of a timely written request for an extension of time, prior to the date of final settlement, ascertain the facts and make such adjustment for extending the completion date as in the judgment of the Procurement Officer the findings justify.

**15.2 ADJUSTMENTS OF PRICE** - Any adjustment in Contract Price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. (Section 14 of the General Conditions).

**16. DIFFERING SITE CONDITIONS, PRICE ADJUSTMENTS.**

**16.1 NOTICE** - The Contractor shall promptly, and before such conditions are disturbed, notify the Engineer/Architect of:

- a. subsurface or latent physical conditions at the site differing materially from those indicated in these Contract Documents; or
- b. unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in these Contract Documents.

**16.2 ADJUSTMENTS OF PRICE OR TIME FOR PERFORMANCE** - After receipt of such notice, the Engineer/Architect shall promptly investigate the site, and if it is found that such conditions do materially so differ and cause an increase in the Contractor's cost of, or the time required for, performance of any part of the Work under these Contract Documents, whether or not changed as a result of such conditions, an adjustment shall be made and the Contract Documents modified in writing accordingly. Any adjustment in Contract Price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. (Section 14 of the General Conditions.)

**16.3 TIMELINESS OF CLAIM** - No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in this clause; provided, however, that the time prescribed therefore may be extended by the Procurement Officer in writing.

**16.4 NO CLAIM AFTER FINAL PAYMENT** - No claim by the Contractor for an adjustment thereunder shall be allowed if asserted after final payment under these Contract Documents.

16.5 KNOWLEDGE - Nothing contained in this clause shall be grounds for an adjustment in compensation if the Contractor had actual knowledge of the existence of such conditions prior to the submission of bids.

**17. TIME FOR COMPLETION.**

17.1 The date beginning and the time for completion of the Work are essential conditions of the Contract Documents and the Contract Time shall commence on a date specified in the Notice to Proceed.

17.2 The Contractor will proceed with the Work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Unified Government that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.

**18. TERMINATION FOR DEFAULT FOR NON-PERFORMANCE OR DELAY - DAMAGES FOR DELAY - TIME EXTENSIONS.**

18.1 DEFAULT - If the Contractor refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will assure its completion within the time specified in these Contract Documents, or any extension thereof, fails to complete said Work within such time, or commits any other substantial breach of these Contract Documents, and further fails within 14 days after receipt of written notice from the Procurement Officer to commence and continue correction of such refusal or failure with diligence and promptness, the Procurement Officer may, by written notice to the Contractor, declare the Contractor in breach and terminate the Contractor's right to proceed with the Work or such part of the Work as to which there has been delay. In such event the Unified Government may take over the Work and prosecute the same to completion, by contract or otherwise, and may take possession of, and utilize in completing the Work, such Materials, appliances, and plant as may be on the site of the Work and necessary therefore. Whether or not the Contractor's right to proceed with the work is terminated, the Contractor and the Contractor's sureties shall be liable for any damage to the Unified Government resulting from the Contractor's refusal or failure to complete the work within the specified time.

18.2 LIQUIDATED DAMAGES UPON TERMINATION - If fixed and agreed liquidated damages are provided in these Contract Documents, and if the Unified Government so terminates the Contractor's right to proceed, the resulting damage will consist of such liquidated damages for such reasonable time as may be required for final completion of the Work.

18.3 LIQUIDATED DAMAGES IN ABSENCE OF TERMINATION - If fixed and agreed liquidated

damages are provided in the Contract Documents, and if the Unified Government does not terminate the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until the Work is completed or accepted.

18.4 TIME EXTENSION - The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:

a. the delay in the completion of the Work arises from causes such as: acts of God; acts of the public enemy; acts of the Unified Government or any other governmental entity in either a sovereign or contractual capacity; acts of another Contractor in the performance of a contract with the Unified Government; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; unusually severe weather; delays of Subcontractors due to causes similar to those set forth above; or shortage of Materials; provided, however, that no extension of time will be granted for a delay caused by a shortage of Materials, unless the Contractor furnishes to the Engineer/Architect proof that the Contractor has diligently made every effort to obtain such Materials from all known sources within reasonable reach of the Work, and further proof that the inability to obtain such Materials when originally planned did in fact cause a delay in final completion of the entire Work which could not be compensated for by revising the sequence of the Contractor's operations; and

b. the Contractor, within ten days from the beginning of any such delay (unless the Procurement Officer grants a further period of time before the date of final payment under the Contract Documents), notifies the Engineer/Architect in writing of the causes of delay. The Procurement Officer shall ascertain the facts and the extent of the delay and extend the time for completing the Work when, in the judgment of the Procurement Officer, the findings of fact justify such an extension.

18.5 ERRONEOUS TERMINATION FOR DEFAULT - If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issue pursuant to the Termination for Convenience clause. (Section 23 of the General Conditions.)

18.6 Where the Contractor's services have been so terminated by the Unified Government, said termination shall not affect any right of the Unified Government against the Contractor then existing or which may thereafter accrue. Any retention or

payment of monies by the Unified Government will not release the Contractor from compliance with the Contract Documents.

18.7 ADDITIONAL RIGHTS AND REMEDIES - The rights and remedies of the Unified Government provided in this clause are in addition to any other rights and remedies provided by law or under these Contract Documents.

**19. SPECIFIC ACTS CONSTITUTING SUBSTANTIAL BREACH.**

19.1 The following acts committed by the Contractor will constitute a substantial breach of the Contract Documents and may result in termination of the Work.

- a. If the Contractor is adjudged bankrupt or insolvent.
- b. If the Contractor makes a general assignment for the benefit of his creditors.
- c. If a trustee or receiver is appointed for the Contractor or any of his property.
- d. If the Contractor files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or applicable laws.
- e. If Contractor repeatedly fails to supply sufficient skilled workmen or suitable Material or Equipment.
- f. If the Contractor repeatedly fails to make prompt payments to Subcontractors or for labor, Material or Equipment.
- g. If the Contractor disregards ordinances, rules, regulations or orders of any public body having jurisdiction of the Work.
- h. If the Contractor disregards the authority of the Purchasing Officer or consultant.

19.2 Acts other than those specified in 19.1 may constitute substantial breach.

19.3 The procedure for termination for substantial breach of the Contract Documents shall be in accordance with the clause entitled "Termination for Default for Non-performance or Delay - Damages for Delay - Time Extensions" (Section 18 of General Conditions).

**20. CORRECTION OF WORK.**

20.1 The Contractor shall promptly remove from the premises all Work rejected by the Engineer/Architect for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to the Unified Government and shall bear the expense of making good all Work of other Contractors or Subcontractors destroyed or damaged by such removal or replacement.

20.2 All removal and replacement Work shall be

done at the Contractor's expense. If the Contractor does not take action to remove such rejected Work within ten (10) days after receipt of Written Notice, the Unified Government may remove such Work and store the Materials, at the expense of the Contractor.

**21. SUSPENSION OF WORK.**

21.1 SUSPENSION FOR CONVENIENCE - The Procurement Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as may be determined to be appropriate for the convenience of the Unified Government.

21.2 ADJUSTMENT OF COST - If the performance of all or any part of the Work is, for an unreasonable period of time, suspended, delayed or interrupted by an act of the Procurement Officer in the administration of these Contract Documents, or by the failure of the Procurement Officer to act within the time specified in these Contract Documents (or if no time is specified, within reasonable time), an adjustment shall be made for any increase in the cost of performance of these Contract Documents necessarily caused by such unreasonable suspension, delay, or interruption and the Contract Documents modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay or interruption to the extent:

- a. that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor; or
- b. for which an adjustment is provided for or excluded under any other provision of these Contract Documents.

21.3 TIME RESTRICTION ON CLAIM - No claim under this clause shall be allowed:

- a. for any costs incurred more than 20 days before the Contractor shall have notified the Procurement Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and
- b. unless the claim is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the Contract Documents.

21.4 ADJUSTMENTS OF PRICE - Any adjustment in Contract Price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of These Contract Documents. (Section 14 of the General Conditions.)

**22. CLAIMS BASED ON A PROCUREMENT OFFICER'S ACTIONS OR OMISSIONS.**

22.1 NOTICE OF CLAIM - If any action or omission on the part of the Procurement Officer



requiring a performance change within the scope of the Contract Documents constitutes the basis for a claim by the Contractor for additional compensation, damages, or an extension of time for completion, the Contractor shall continue with performance of the Work in compliance with the directions or orders of such officials, but by so doing, the Contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion, provided:

- a. The Contractor shall have given Written Notice to the Procurement Officer:
  - i. prior to the commencement of the Work involved, if at that time the Contractor knows of the occurrence of such action or omission;
  - ii. within 30 days after the Contractor knows of the occurrence of such action or omission, if the Contractor did not have such knowledge prior to the commencement of the Work; or
  - iii. within such further time as may be allowed by the Procurement Officer in writing.
- b. The notice required by Subparagraph (22.1.a.) of this paragraph described as clearly as practicable at the time the reasons why the Contractor believes that additional compensation, damages, or an extension of time may be remedies to which the Contractor is entitled; and
- c. The Contractor maintains, and upon request makes available to the Procurement Officer within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.

22.2 LIMITATION OF CLAUSE - Nothing herein contained, however, shall excuse the Contractor from compliance with any rules of law precluding any Unified Government officers and any Contractors from acting in collusion or bad faith in issuing or performing Change Orders which are clearly not within the scope of the Contract Documents.

22.3 ADJUSTMENTS OF PRICE - Any adjustment in the Contract Price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of these Contract documents. (Section 14 of the General Conditions.)

## 23. TERMINATION FOR CONVENIENCE.

23.1 TERMINATION - The Unified Government may, when the interests of the Unified Government so require, terminate the Unified Government's obligations under these Contract Documents, in whole or in part, for the convenience of the Unified Government. The Procurement Officer shall give

written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.

23.2 CONTRACTOR'S OBLIGATIONS - The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop Work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated obligations. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated obligations. The Procurement Officer may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the Unified Government. The Contractor must still complete the obligation not terminated by the notice of termination and may incur obligations as necessary to do so.

23.3 RIGHT TO CONSTRUCTION AND SUPPLIES - The Procurement Officer may require the Contractor to transfer title and deliver to the Unified Government in the manner and to the extent directed by the Procurement Officer:

- a. any completed construction; and
- b. such partially completed construction, supplies, materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called 'Construction Material') as the Contractor has specifically produced or specially acquired for the performance of the terminated obligation(s).

The Contractor shall protect and preserve property in the possession of the Contractor in which the Unified Government has an interest. If the Procurement Officer does not exercise this right, the Contractor shall use best efforts to sell such construction, supplies, and Construction Materials in accordance with the standards of K.S.A. 84-2-706. This in no way implies that the Unified Government has breached the Contract Documents by exercise of the Termination for Convenience Clause.

## 23.4 COMPENSATION

- a. The Contractor shall submit a termination claim specifying the amounts due because of the termination for convenience, together with cost or pricing data, submitted to the extent required by Section 3-303 (Cost or Pricing Data) of the Procurement Code, bearing on such claim. If the Contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the Contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.
- b. The Procurement Officer and the Contractor may agree to a settlement provided

the Contractor has filed a termination claim supported by cost or pricing data submitted as required by Section 3-303 (Cost or Pricing Data) of the Procurement Code and that the settlement does not exceed the total Contract Price plus settlement costs reduced by payments previously made by the Unified Government, the proceeds of any sales of construction, supplies, and Construction Materials under Paragraph 23.3 of these General Conditions, and the Contract Price of the Work not terminated.

c. Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the Contractor the following amounts, provided payments under Subparagraph (b) shall not duplicate payments under this Paragraph:

i. with respect to all contract Work performed prior to the effective date of the notice of termination, the total (without duplication of any items) of:

A. the cost of such Work plus a fair and reasonable profit on such portion of the Work (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for completed portions of such Work; provided, however, that if it appears that the Contractor would have sustained a loss if the entire Work would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;

B. costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph 23.2 of these General Conditions. These costs must not include costs paid in accordance with Subparagraph (c.i.A) of this Paragraph;

C. the reasonable settlement costs of the Contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated obligation(s) and for the termination and settlement of subcontracts there-under, together with reasonable storage, transportation, and other costs incurred in connection with the

protection or disposition of property allocable to the terminated obligations.

ii. The total sum to be paid the Contractor under this Paragraph shall not exceed the total Contract Price plus the reasonable settlement costs of the Contractor reduced by the amount of any sales of construction, supplies, and Construction Materials under Paragraph 23.3 of these General Conditions, and the Contract Price of Work not terminated.

d. Cost claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph shall be in accordance with Chapter 7 (Cost Principles) of the Procurement Regulations.

#### **24. LIQUIDATED DAMAGES.**

24.1 When the Contractor fails to complete the Work or any portion of the Work within the time or times fixed in the Contract Documents, the Contractor shall pay to the Unified Government the amount listed in the Agreement as Liquidated Damages for each calendar day of delay pursuant to the "Termination for Default for Non-performance or Delay - Damages for Delay - Time Extensions" clause. (Section 18 of the General Conditions.)

#### **25. PAYMENTS FOR WORK PERFORMED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.**

25.1 At least twenty (20) days before each progress payment falls due, the Contractor may submit, but not more than once a month, to the Engineer/Architect a partial payment estimate on a form suitable to the Engineer/Architect, filled out and signed by the Contractor covering the work performed during the period covered by the partial payment estimate and supported by such data as the Engineer/Architect may reasonably require. The Engineer/Architect will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the Procurement Officer, or return the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Unified Government will, within thirty (30) days of presentation to the Procurement Officer of an approved partial payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimate. The Unified Government will retain five (5) percent of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. The Procurement Officer at any time, however, after fifty (50) percent of the work has been completed, if he finds that satisfactory progress is being made, may reduce retainage on the current and remaining

estimates. When the work is substantially complete (operational or beneficial occupancy), the retained amount may be further reduced to only that amount necessary to assure completion.

25.2 Prior to Substantial Completion, the Unified Government, with the approval of the Engineer/Architect, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.

25.3 Upon completion and acceptance of the work, the Engineer/Architect shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the Contract Documents. The entire balance found to be due the Contractor, including the retained percentages, but except such sums as may be lawfully retained by the Unified Government, shall be paid to the Contractor within thirty (30) days of completion and acceptance of the work.

25.4 The Contractor will indemnify and save the Unified Government and the Engineer/Architect, and their agents and employees harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. Prior to final payment and prior to any progress payment when so requested by the Unified Government, the Contractor shall furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so, the Unified Government may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Unified Government to either the Contractor, his surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Unified Government shall be considered as a payment made under the Contract Documents by the Unified Government to the Contractor and the Unified Government shall not be liable to the Contractor for any such payments made in good faith.

**26. ACCEPTANCE OF FINAL PAYMENT AS RELEASE.**

26.1 The acceptance by the Contractor of final payment shall be made and shall operate as a release to the Unified Government of all claims and all liability to the Contractor, other than claims in stated amounts as may be specifically excepted by the Contractor, for all things done or furnished in connection with this

Work and for every act and neglect of the Unified Government and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

**27. INSURANCE.**

27.1 The Contractor shall purchase and maintain during the term of this contract such insurance as will protect him and the Unified Government of Wyandotte County/Kansas City, Kansas, from claims set forth below which may arise out of or result from the Contractor's execution of the Work, whether such execution be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The Unified Government of Wyandotte County/Kansas City, Kansas, shall be identified as an additional insured or provided with an owner's protective policy written on an occurrence basis on coverage set forth in Section 27.3 of this clause.

- a. Claims under workman's compensation disability benefit and other similar employee benefits;
- b. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
- c. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
- d. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and
- e. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

27.2 Certificates of insurance acceptable to the Unified Government shall be filed with the Unified Government within ten (10) days of the Notice of the Award. These Certificates shall contain a provision that states, "Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. At the discretion of the Unified Government, the Contractor shall file copies of endorsed insurance policies with the Unified Government prior to commencement of the Work.

27.3 The Contractor shall procure and maintain Contractor's General Public Liability and Property Damage Insurance, including vehicle coverage issued to the Contractor and protecting him and the Unified Government of Wyandotte County/Kansas City, Kansas, from all claims for personal injury, including death, and all claims for destruction of or damage to

property, arising out of or in connection with any operations under the Contract Documents, whether such operations be by himself or by any Subcontractor under him. Insurance may be combined Bodily Injury and Property Damage Liability but in no event shall the limit of liability be less than \$500,000 for all damages arising out of bodily injury, including death, and all property damage sustained by any one person in any one accident, and \$500,000 aggregate for any such damage sustained by two or more persons in any one accident.

27.4 The Contractor shall acquire and maintain, if applicable, Fire and Extended Coverage Insurance upon the Project to the full insurable value thereof for the benefit of the Unified Government, the Contractor, and Subcontractors as their interest may appear. This provision shall in no way release the Contractor's surety from obligations under the Contract Documents to fully complete the Project.

27.5 The Contractor shall procure and maintain at his own expense, during the Contract Time, in accordance with the provisions of the law of the State of Kansas, Worker's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the Project and in case any Work is sublet, the Contractor shall require such Subcontractor similarly to provide Worker's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous Work under these Contract Documents at the site of the Project is not protected under Worker's Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide adequate and suitable insurance for the protection of his employees not otherwise protected.

27.6 The Contractor shall secure, if applicable, "All Risk" type Builder's Risk Insurance for Work to be performed. Unless specifically authorized by the Unified Government, the amount of such insurance shall not be less than the Contract price totaled in the Bid. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the Contract Time, and until the Work is accepted by the Owner. The policy shall name as the insured the Contractor and the Owner.

27.7 The Contractor, in addition to all other insurance requirements herein, shall procure and maintain insurance in the type and amount as may be required in any license, permit, or agreement obtained for the Project and which is necessary to complete the Work (i.e., Highway Permit, Railroad Crossing Agreement, Corps of Engineers Permit) regardless of who secured the license, permit or agreement.

## **28. CONTRACT SECURITY.**

28.1 Where the contract is in excess of \$50,000.00,

the Contractor shall furnish the Unified Government with a Performance Bond in the amount of 100% of the Contract Price. Where the contract is in excess of \$50,000.00, the Contractor shall furnish the Unified Government with a Labor and Material Payment Bond in the amount of 100% of the Contract Price. Bonds shall be delivered within ten (10) days of receipt of Notice of Award. The Performance Bond shall be conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions, and agreement of the contract documents. The Payment Bond shall be conditioned upon the prompt payment by the Contractor to all persons supplying labor and Materials in the prosecution of the work provided by the Contract Documents and shall comply with the requirements of K.S.A. 60-1111 including, but not limited to the requirement that it be filed with the Clerk of the Wyandotte County District Court. All bonds shall contain all terms and conditions contained in the provided bond form in the Contract Documents and shall be executed by a surety company authorized to do business in the State of Kansas. Attorneys-in-fact who sign bonds must file with each bond a certified and effective dated copy of the power of attorney form.

28.2 The expense of these bonds shall be borne by the Contractor. If at any time a surety on any such Bond is declared bankrupt or loses its right to do business in the State of Kansas, the contractor shall within ten (10) days substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Unified Government. The premiums on such Bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Unified Government.

## **29. ASSIGNMENTS.**

29.1 Neither the Contractor nor the Unified Government shall sell, transfer, assign or otherwise dispose of any rights or obligation created by the Contract Documents or any portion thereof, or of his right, title or interest therein or his obligations thereunder, without written consent of the other party.

## **30. INDEMNIFICATION.**

30.1 The Contractor will indemnify and hold harmless the Unified Government and the Engineer/Architect and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, and Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

30.2 In any and all claims against the Unified Government and the Engineer/Architect, or their agents and employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workmen's Compensation acts, disability benefit acts or other employee benefits acts.

30.3 The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer/Architect, his agents or employees arising out of the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or Specifications.

30.4 The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of Materials, workmanship and execution of the Work. Inspections may be made at the factory or fabrication plant of the source of Material supply.

### **31. SEPARATE CONTRACTS AND RIGHT TO ENTER TO PERFORM WORK.**

31.1 The Unified Government may perform additional Work related to the Project by itself, or it may execute other Contract Documents containing provisions similar to these. The Contractor shall afford the Unified Government and other Contractors reasonable opportunity for the introduction and storage of their Materials and the execution of their Work, and shall properly connect and coordinate his Work with theirs. If the proper execution or results of any part of the Contractor's Work depends upon the Work of the Unified Government or any other Contractor, the Contractor shall inspect and promptly report to the Engineer/Architect any defects in such Work that render it unsuitable for such proper execution and results.

31.2 The Unified Government's right to perform work and enter other contracts shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the Work, or the restoration of any damaged Work except such as may be caused by agents or employees of the Unified Government or by other Contractors.

31.3 If the performance of additional Work by other Contractors or the Unified Government is not noted in the Contract Documents prior to the execution of the Contract Documents, written notice thereof shall be given to the Contractor prior to starting any such additional Work. If the Contractor believes that the performance of such additional Work by the Unified Government or other Contractors involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefor as provided in the Clause entitled "Changes" (Section 13 of the General Conditions).

### **32. SUBCONTRACTING.**

32.1 The Contractor may utilize the services of specialty Subcontractors on those parts of the Work which, under normal contracting practices, are performed by specialty Subcontractors.

32.2 The Contractor shall not award subcontracts which total more than fifty (50) percent of the Contract Price, without prior written approval of the Unified Government.

32.3 Prior to the execution and delivery of the Contract Documents, the successful Bidder will submit to the Engineer/Architect for Unified Government's acceptance an updated list of the names of Subcontractors and Suppliers proposed for those portions of the Work and designating which Work each is to perform. For the purpose of reporting supplier participation, a reportable supplier is one who provides directly to the general contractor (first tier supplier). The general contractor is not required to report first tier supplier participation if the total purchases from the first tier supplier is less than \$2,500.00. The Affidavit of Intended Utilization has been provided to facilitate this requirement. Failure to submit this form may be interpreted as non-responsiveness and will be grounds for rejection of bids. Upon contract completion, any changes in the list of subcontractors or suppliers used or payment amount must be submitted to Purchasing before final payment will be made.

32.4 Twenty-five (25) days prior to initiation of Work by any Subcontractor and Suppliers the Contractor shall submit such subcontractor's name to the Engineer/Architect for the Unified Government's approval. Ten (10) days prior to initiation of Work by such Subcontractor or Supplier, the Engineer/Architect shall notify the successful Bidder in writing if either the Unified Government or Engineer/Architect, after due investigation, has reasonable objection to any Subcontractor or Supplier on such list. The failure of the Unified Government or the Engineer/Architect to make objection to Subcontractor or Supplier shall constitute an acceptance of such Subcontractor or Supplier, but shall not constitute a waiver of any right of the Unified Government or the Engineer/Architect to reject defective Work, Material or Equipment, not in conformance with the requirements of the Contract Documents.

32.5 The Contractor will not make any substitution for any Subcontractor or Supplier who has been accepted by the Unified Government Engineer/Architect, unless the Engineer/Architect approves such a change in writing. The Contractor Utilization Plan may be used to facilitate this requirement. The failure of the Unified Government or the Engineer/Architect to make objection to Subcontractors or Suppliers shall constitute an acceptance of such Subcontractor or Supplier, but shall not constitute a waiver of any right of the Unified Government or the Engineer/Architect to reject

defective Work, Material or Equipment, not in conformance with the requirements of the Contract Documents.

32.6 The Contractor shall be fully responsible to the Unified Government for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

32.7 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the Work of Subcontractor and to give the Contractor the same power as regards terminating any subcontract that the Unified Government may exercise over the Contractor under any provisions of the Contract Documents.

32.8 Nothing contained in these Contract Documents shall create any contractual relationship between any Subcontractor and the Unified Government.

### **33. ENGINEER/ARCHITECT'S AUTHORITY.**

33.1 The Engineer/Architect shall act as the Unified Government's representative during the construction period. He shall decide questions which may arise as to quality and acceptability of Materials furnished and Work performed. He shall interpret the intent of the Contract Documents in a fair and unbiased manner and shall not be held liable for the result of any interpretation or decision rendered in good faith.

33.2 The Engineer/Architect shall not and will not be responsible for the Contractor's construction means, controls, techniques, sequences, procedures, or safety. Except the Engineer/Architect may direct the sequencing, phasing and date of performance of the work and may change the location and quantities of the work as necessary to meet the objectives listed below. No additional payment shall be made for delays arising from changes to sequence, phasing or date of performance that could be reasonably anticipated from the nature, location and time of year of the work.

- a. To ensure the completion of priority elements of the project within the funds available;
- b. To ensure the least practicable inconvenience to the public;
- c. To ensure the compliance with weather and seasonal limitations;
- d. To ensure the timely completion of field quality control testing and visual inspections;
- e. To ensure the coordination of work of other contractors, utilities or Unified Government crews in the best interest of the Unified Government.

33.3 The Engineer/Architect shall promptly make

decisions relative to interpretation of the Contract Documents.

33.4 The Engineer/Architect may make visits to the site and determine if the Work is proceeding in accordance with the Contract Documents.

### **34. PROJECT REPRESENTATIVE.**

The Engineer/Architect may provide one or more full time Project Representatives to assist the Engineer/Architect in carrying out his responsibilities at the site. The duties, responsibilities, and limitations of any such Project Representative shall be as follows:

#### **34.1 Liaison**

- a. Serve as the Engineer/Architect's liaison with the Contractor working principally through the Contractor's superintendent.
- b. Cooperate with the Contractor in his dealings with the various local agencies having jurisdiction over the Project in order to complete service connections to public utilities and facilities.
- c. Assist the Engineer/Architect in obtaining from the Unified Government additional details or information, when required at the job site for proper execution of the Work.

#### **34.2 Review of Work**

- a. Conduct on-site observations of the Work in progress for the Engineer/Architect as a basis for determining that the project is proceeding in accordance with the Contract Documents, and report to the Engineer/Architect whenever he believes that the Work should be stopped to insure that the completed Project will comply with the requirements of the Contract Documents.
- b. Verify that tests, including equipment and systems start up, which are required by the Contract Documents are conducted and that the Contractor maintains adequate records thereof; observe, record, and report to the Engineer/Architect appropriate details relative to the test procedures and start ups.
- c. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections and report to the Engineer/Architect.

#### **34.3 Interpretation of Contract Documents**

- a. Transmit to the Contractor the Engineer/Architect's interpretations of the Contract Documents.

#### **34.4 Records**

- a. Maintain at the job site orderly files for correspondence, reports of job conferences,

shop drawings and other submissions, reproductions of original Contract Documents including all Addenda, Change Orders, and additional Drawings issued subsequent to the award of the contract, the Engineer/Architect's interpretations of the Contract Documents, progress reports, and other project related documents.

b. Keep a diary or log book, recording hours on the job site, weather conditions, list of visiting officials, daily activities, decisions, observations in general and specific observations in more detail as in the cases of observing test procedures.

c. Maintain a set of Drawings on which authorized changes are noted, and deliver to the Engineer/Architect at the completion of the project.

#### 34.5 Guarantees, Certificates, Maintenance and Operation Manuals

a. During the course of the Work, assemble guarantees, certificates, maintenance operation manuals and other required data furnished by the Contractor and upon acceptance of the Project, deliver these documents to the Engineer/Architect for his review and forwarding to the Unified Government.

#### 34.6 Completion

a. Prior to review for completion, submit to the Contractor a list of observed items requiring correction.

b. Conduct final review in the company of the Engineer/Architect and the Unified Government and prepare a final list of items to be corrected.

c. Verify that all items on final list have been corrected and make recommendations to the Engineer/Architect concerning acceptance.

#### 34.7 Limitation of Authority - Except upon written instructions of the Engineer/Architect, the Project Representative:

a. Shall not authorize any deviation from the Contract Documents.

b. Shall not undertake any of the responsibilities of the Contractor, the Subcontractors or the Contractor's Superintendent.

c. Shall not expedite the Work for the Contractor.

d. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.

e. Shall not authorize the Unified

Government to occupy the Project in whole or in part.

#### 35. LAND AND RIGHTS-OF-WAY.

35.1 Prior to issuance of Notice to Proceed, the Unified Government will have obtained all land and rights-of-way necessary for carrying out and for the completion of the Work to be performed pursuant to the Contract Documents, unless otherwise set forth in the Special Conditions or by Change Order.

35.2 The Unified Government shall provide to the Contractor written information which delineates and describes the land owned and rights-of-way acquired and any special requirements contained therein. (Shown on the drawings and/or in the Special Conditions.)

35.3 The Contractor shall provide at his own expense and without liability to the Unified Government any additional land and access thereto that the Contractor may desire for temporary construction facilities, for storage of Materials or for additional working area.

#### 36. PERMITS AND LICENSES.

36.1 Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Contractor unless otherwise stated in the Special Conditions. The Contractor shall comply with all requirements, furnish required bonds, carry required insurance, pay all inspection fees and comply otherwise with all requirements of all permits and licenses regardless of whom obtained same. Copies of permits and licenses obtained by others, if not included in the Contract Documents, are available at the Engineer/Architect's office during regular business hours. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified.

36.2 If the Contractor observes that the Contract Documents are at variance with other requirements, the Contractor shall promptly notify the Engineer/Architect in writing, and any necessary changes shall be adjusted in accordance with the Clause entitled "Changes" (Section 13 of the General Conditions).

#### 37. GUARANTY.

37.1 The Contractor shall guarantee all Materials and Equipment furnished and Work performed. Furthermore, commencing on the Date the Unified Government accepts all Work, the Contractor also warrants and guarantees for a minimum of one year or such longer period as may be established for specific products or installations by the technical provisions that the accepted Work is free from all defects due to faulty Materials, Equipment or workmanship, and the Contractor shall promptly make corrections as may be necessary by reason of such defects and the repairs of any damage to other parts of the Work, including damage to adjacent existing improvements, utilities,

pavement and so forth, resulting from such defects. All Materials, Equipment or Work incorporated in correcting such defects shall also be warranted and guaranteed to conform with the Contract Documents for the applicable guarantee period in the Supplemental General Conditions.

37.2 The Unified Government will give Written Notice to the Contractor of observed defects with reasonable promptness. If for any reason the Contractor shall fail to make any such repairs, adjustments, including other Work that may be made necessary by such defects, within twenty (20) days after date such notice is served upon the Contractor, the Unified Government will have the right and authority to correct or cause the correction of the defects, including that which may be made necessary by said defects, and charge the Contractor for all costs thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

**38. DISPUTES.**

38.1 All controversies between the Unified Government and the Contractor which arise under, or are by virtue of these Contract Documents and which are not resolved by mutual agreement, shall be decided by the Procurement Officer in writing, within thirty (30) days after a written request by the Contractor for a final decision concerning the controversy; provided, however, that if the Procurement Officer does not issue a written decision within 30 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as if an adverse decision had been received.

38.2 The Procurement Officer shall immediately furnish a copy of the decision to the Contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt.

38.3 Any such decision shall be final and conclusive, unless fraudulent, or the Contractor brings an action seeking judicial review of the decision in the Wyandotte County District Court.

38.4 The Contractor shall comply with any decision of the Procurement Officer and proceed diligently with performance of the Work pending final resolution by the Wyandotte County District Court of any controversy arising under, or by virtue of these Contract Documents, except where there has been a material breach of the Contract Documents by the Unified Government, provided, however, that in any event the Contractor shall proceed diligently with the performance of the Work where the Purchasing Director or head of a Purchasing Agency has made a written determination that continuation of Work under the Contract Documents is essential to the public health and safety.

**39. TAXES.**

39.1 Sales and compensating tax exemption

certificate number will be provided by the Unified Government to the Contractor as set forth in K.S.A. 79-3606 (d) and (e), as may be amended.

39.2 If for any reason the exemption certificate number is not furnished the Contractor, the Unified Government will, upon Written Notice from the Contractor, execute a Change Order to compensate the Contractor for such sales and compensating taxes which would otherwise be legally exempted by said certificate number. (Section 13 of the General Conditions). Any adjustment in Contract Price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of these Contract Documents (Section 14 of the General Conditions).

**40. PROCESS AGENT.**

40.1 If the Contractor is an individual, partnership or unincorporated association and if said Contractor is not a resident of the State of Kansas, said Contractor shall appoint in writing as such Contractor's agent, a resident of the County of Wyandotte, Kansas, as required by K.S.A. 16-113, as amended. Process for the Contractor may be served on such agent in any civil action which arises out of the Contract Documents. The appointment of such agent shall be filed with the Clerk of the District Court of Wyandotte County, Kansas. Any Contractor required hereunder to appoint such an agent shall not receive public moneys pursuant to the Contract Documents until the appointment has been made and filed.

**41. SATURDAY, SUNDAY, HOLIDAY AND NIGHT WORK.**

41.1 No Work shall be done on Saturday, Sunday, Unified Government designated holidays, or at night, without the written approval or permission of the Engineer/Architect in each case, except such Work as may be necessary for the proper care, maintenance and protection of Work already done or of Equipment and public property covered by the Contract Documents. Approval of the Engineer/Architect shall be sought at least forty-eight (48) hours in advance of such Work whenever practicable.

**42. PUBLIC CONVENIENCE AND SAFETY.**

42.1 The Contractor shall at all times so conduct his Work as to insure the least practicable obstruction to traffic. The convenience of the general public and the residents along the Project, and the protection of persons and property are of prime importance and shall be provided for by the Contractor in an adequate and satisfactory manner. When it is necessary for residents living along the Project to use a portion of road in the Project area, the Contractor shall maintain within the limits of these specifications, that portion of the road in a suitable condition for pedestrian and vehicular travel.

42.2 The Contractor shall be responsible for all traffic control devices necessary at the Project site,



including installation, maintenance and removal of such devices. All traffic control devices supplied by the Contractor shall comply with the standards of the Manual on Uniform Traffic Control Devices, the most current edition, and the Traffic Control Devices Handbook and amendments thereto. The Contractor shall submit a written plan for traffic control during the Project to the Traffic Regulations Division of the Public Works Department for approval prior to the commencement of the Project.

42.3 The Contractor shall contact the Traffic Regulations Division of the Public Works Department prior to any street closure or traffic restriction. The Contractor shall be responsible for notification of the police and fire departments in emergency traffic restriction situations.

**43. PRE-CONSTRUCTION CONFERENCE.**

43.1 Following execution of the Agreement between the Unified Government and the Contractor, but prior to the date established in the Notice to Proceed for commencement of the Work, a pre-construction conference shall be held at a date, time and place mutually acceptable to both parties to the Agreement unless otherwise waived by the Engineer/Architect. The conduct of the pre-construction conference is the responsibility of the Engineer/Architect and the prime purpose of the pre-construction conference will be to review the terms and conditions of the Contract Documents. Persons present at the pre-construction conference shall be determined by the Procurement Officer.

**44. INTERRUPTION OF SERVICE.**

44.1 When making preparations for making correction of the existing system or other work which will interrupt service to the utility users, the Contractor shall notify the affected users, stating the approximate time and duration of interruption of service. The Contractor shall notify the Unified Government authorities and the affected utility companies of any necessary interruption of service and shall limit such interruption to the duration mutually agreeable to all parties.

**45. UTILITIES.**

45.1 Location, size, material and depth shown on the drawing for existing utilities are based on information furnished by the utility companies from their records. Actual field locations have not been established by the Unified Government or Engineer/Architect. The Contractor shall investigate and verify plan locations and elevation of underground utilities in the field before commencing Work. Should it become necessary to temporarily move, shift, or relocate utility lines for the construction of this Project, the Work shall be arranged and paid for by the Contractor. Should it become necessary to permanently relocate utility lines to allow room for construction of said lines they shall be moved at no cost to the Contractor unless otherwise specified in the Special Conditions. The

Contractor shall protect all railroad trackage, ties, ballast, utilities and structures encountered on or adjacent to the line of Work; damage to these facilities caused by the Contractor's Work shall be made good to the owner thereof by the Contractor without incurring any liabilities to the Unified Government or Engineer/Architect.

**46. ADDITIONAL COPIES OF PLANS AND SPECIFICATIONS.**

46.1 The Unified Government will furnish the Contractor up to 4 sets of Plans and Specifications exclusive of those obtained for bidding. Additional sets will be furnished, upon request, at the cost of reproduction.

**47. WORK ON RAILROAD AND HIGHWAY RIGHTS-OF-WAY.**

47.1 Installation of casing pipe, pipelines and appurtenances along or across railroad and highway rights-of-way, shall be made in strict accordance with the instructions and regulations of the respective railroad company, the Kansas Department of Transportation and Kansas Turnpike Authority. The cost of railroad, Kansas Department of Transportation, or Kansas Turnpike Authority inspectors and flagmen shall be borne by the Contractor. Performance Bonds and special insurance coverage required by either or each the railroad, Kansas Department of Transportation, and Kansas Turnpike Authority shall be furnished by the Contractor at no additional cost to the Unified Government.

**48. RECORDS.**

48.1 The Contractor shall maintain one record copy of all Contract Documents at the site in good order and annotated to show all changes made during the Work, including the location, size and type of exposed improvements and the limits of incompressible soils (rock, shale, etc.). These records shall be available to the Engineer/Architect during progress of the Work and shall be delivered to the Engineer/Architect upon completion of the Project.

**49. HISTORICAL OR ARCHAEOLOGICAL DEPOSITS.**

49.1 If during the course of construction evidence of deposits of historical or archaeological interest is found, the Contractor shall cease operations affecting the find and shall notify the Unified Government who shall notify the Executive Director, Kansas Historical Society. No further disturbance of the deposits shall ensue until the Contractor has been notified by the Unified Government that he may proceed. The Unified Government will issue a Notice to Proceed only after the State official has surveyed the find and made a determination of value and effect and submitted such determination to the Unified Government. Compensation to the Contractor, if any, for lost time or changes in construction to avoid the

find shall be determined in accordance with the Price Adjustment clause. (Section 14 of General Conditions.)

**50. FORTY (40) HOUR WEEK PROVISION.**

50.1 Laborers, workmen or mechanics in the employ of the Contractor, Subcontractors or other persons doing or contracting to do the whole or a part of the work contemplated and described in these contract documents shall be paid wages at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in any workweek. The basic rate of pay shall not be less than the prevailing rate per hour, as provided elsewhere in these general conditions. A violation of this condition shall be a violation of that section of the Code Ordinances of the Unified Government of Wyandotte County/Kansas City, Kansas, that pertains to a forty (40) hour work week and shall be dealt with as provided for therein.

**51. INTEREST PAYABLE ON CLAIMS.**

51.1 Pursuant to Section 9-301 (Interest) of the Procurement Code, interest on amounts ultimately determined to be due to the Contractor shall be payable at the statutory rate applicable to judgments from the date the claim arose through the date of decisions or judgment, whichever is later.

**52. MULTIPLE AWARDS.**

52.1 The Unified Government reserves the right to make a multiple award in accordance with R-3-404.02 of the Procurement Regulations. Further, subsequent to award the Unified Government reserves the right to take separate bids if a particular quantity requirements arises which exceeds its normal requirement or amount specified in the Contract Documents, or if the Procurement Officer determines that quantities available under the Contract Documents will not meet a nonrecurring special need of the Unified Government. The Unified Government also reserves the right to procure internally.

**53. INACCURATE PRICING DATA.**

53.1 These Contract Documents may require submission by the Contractor of current cost or pricing data in accordance with Section 3-303 et. seq. of the Procurement Code. Such data will be required to be certified to by Contractor. Should the data certified by subsequently found to have been inaccurate, incomplete or noncurrent the Unified Government shall be entitled to an adjustment of the Contract Price, to exclude any significant sum by which the price was decreased because of the defective data. The price adjustment shall be done in accordance with R-3-303.06 of the Procurement Regulations.

**54. PREVAILING WAGE RATE.**

54.1 All construction projects in excess of \$15,000 shall be subject to the following provisions:

- a. The Contractor and Subcontractors shall

define the jobs of workmen, laborers and craftsmen engaged in construction activities on this project by classifications listed in the United States Department of Labor General Wage Decision for Wyandotte County, Kansas. The Contractor and Subcontractors shall pay employees performing work on the job site at a rate not less than the current prevailing per diem wage rate applicable to each job classification, except as modified in 54.1 (b).

b. Apprentices and trainees registered in training programs approved by the Department of Labor, may be paid less, but not less than seventy percent (70%) of the applicable rate. Training certificate must accompany the weekly payroll reports.

c. Contractor shall submit weekly reports evidencing compliance. Each report shall be submitted no more than seven (7) days after the pay date which it documents; the reports shall be on a form approved by the Unified Government. No payments will be made unless weekly reports are current and approved by the Unified Government Construction Compliance Officer.

In addition to withholding payments for work previously performed, failure to submit weekly reports within the time period set forth in this contract document may result in the imposition of a fine pursuant to and as set forth in Ordinance No. 65739 and regulations adopted pursuant thereto. Information regarding fines may be provided at the preconstruction conference, is contained in applicable ordinances and regulations, and is available upon request.

- d. Unified Government Construction Compliance Officer will be contacting and interviewing all employees on the job site to assure compliance.

54.2 The prevailing per diem wage rate is the required wages and fringe benefits on federal and federally assisted construction projects as determined by the United State Department of Labor in the General Wage Decision for Wyandotte County, Kansas which is current and effective ten days prior to the bid date. Bidders may rely on the wage decision or modification distributed at the pre-bid conference.

**55. REMOVAL OF EMPLOYEES.**

55.1 All Work under these Contract Documents shall be performed in a skillful and workmanlike manner. The Engineer/Architect may, in writing, require Contractor to remove from the Work any employee or supervisory personnel the Engineer/Architect deems incompetent or otherwise objectionable.

**56. NONDISCRIMINATION IN EMPLOYMENT. PROVISIONS MANDATED BY LOCAL, STATE AND FEDERAL GOVERNMENTS.**

During the Performance of this contract, the Contractor agrees as follows:

56.1 The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, age, national origin, or ancestry. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, disability, age, national origin, or ancestry. Such action shall include, but not be limited, to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Unified Government setting forth the provisions of this non-discrimination clause.

56.2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry.

56.3 The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

56.4 The Contractor shall assure that it and all subcontractors will implement the certificate of compliance in connection with this Agreement.

56.5 If the Contractor shall fail, refuse or neglect to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the Agreement and such Agreement may be terminated, canceled or suspended, in whole or in part, and the Contractor may be declared ineligible for any further Unified Government contract for a period of up to one year. Provided, that if an Agreement is terminated, canceled or suspended for failure to comply with this section, the Contractor shall have no claims for damages against the Unified Government on account of such termination, cancellation or suspension or declaration of ineligibility.

56.6 The Contractor shall assure that it is in compliance with and shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with all applicable sections of the Equal Employment section of this contract and the following, as applicable: Title VI of the Civil Rights Act of 1964 (as amended) (42 USCS § 2000d et seq.); Title VII of the Civil Rights Act of 1964 (42 USCS §§ 2000e et seq.); Title VIII of the Civil Rights Act of 1968 (42 USCS § 3601 et seq.); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, and amendments thereto);

the Kansas Act Against Discrimination (KSA § 44-1001 through 1004, 1992 Supp. and amendments thereto); Chapter 11 of the Procurement Code and Regulations of the Unified Government of Wyandotte County/Kansas City, Kansas, and amendments thereto; and §§ 18-86 and 87 of the 1988 Code of Ordinances of the Unified Government of Wyandotte County/Kansas City, Kansas, and amendments thereto. Such records shall at all times remain open to inspection by an individual designated by the Unified Government for such purpose.

56.7 The Contractor and the Unified Government, in carrying out this Agreement, shall also comply with all other applicable existing federal, state and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made part of this Agreement.

56.8 The Contractor will be required to conform to Equal Employment Opportunity and Affirmative Action requirements prior to the execution of this Agreement.

## **57. REVISIONS TO STANDARD GENERAL CONDITIONS.**

57.1 Modifications to these General Conditions, if any, are made in the Supplemental Conditions. The Supplemental Conditions may contain additional conditions that are not modifications of a General Condition.

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**UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS  
ENGINEERING DIVISION  
SUPPLEMENTAL CONDITIONS**

1. Not used.

# FORMS

## **RELATIONS BETWEEN CONTRACTOR AND LABOR**

The Contractor shall make a good faith effort to employ local labor within the Kansas City, Kansas Area insofar as it is available, for all work, except key positions. For purposes of this subparagraph, "local labor" is defined as resident of the Kansas City, Kansas Area for three (3) months next preceding the letting of this contract. "Key Position" is defined as superintendent, foreman, or timekeeper. If local labor is not available in sufficient quantities within the Kansas City, Kansas Area to prosecute and complete the work sufficiently, the Contractor may recruit labor from outside the area, only after he or she has satisfied the Engineer that a good faith attempt has been made to recruit local labor and only with the permission of the Engineer. It shall be understood that in the event of a reduction in labor force, preference will automatically be given to local residents of the Kansas City, Kansas Area.



## **COPELAND ANTI-KICKBACK ACT**

The contractor and all subcontractors shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

# **Additional Requirements when MBE/WBE Goals are Established**

## **Additional Requirements when MBE/WBE Goals are Established**

When goals for MBE/WBE participation are established in the agreement, all the additional requirements, information, instructions and contract conditions in this section shall apply.

### **General.**

Coordinator's authority. Coordinator shall mean the coordinator of the office of supplier opportunity. Subject to the appeals process included in the code, the coordinator shall make the final determination whether a bid meets the project goal or shows adequate good faith as set out in the Chapter 18 of the Code of the Unified Government of Wyandotte County/Kansas City, Kansas, Article V. SUPPLIER OPPORTUNITY

Commercially useful function. Only the work performed by a MBE or WBE providing a commercially useful function shall count toward meeting the utilization goal. Commercially useful function means real and actual services that are a distinct and verifiable element of the contracted work based upon private sector trade or industry standards. A MBE or WBE performs a commercially useful function when it is responsible for executing the ordinary and necessary work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. In determining commercially useful function the following guidelines will apply:

- MBE/WBE relationship to prime contractor: To count toward the project goal a MBE/WBE may be the prime contractor, part of a joint venture, a subcontractor, or a supplier.
- MBE/WBE qualification: To count toward the project goal a MBE/WBE must be certified in accordance with Sec. 18-158 of the Unified Government Supplier Diversity Ordinance.
- Materials: Expenditures for materials, supplies, and equipment obtained from a supplier who is a MBE/WBE shall count toward the project goal. Expenditures for materials, supplies, and equipment paid to MBE/WBEs that are not suppliers may count toward the utilization goal only to the extent they are fees or commissions charged for providing a bona fide service in the procurement of personnel, facilities, equipment, materials, or supplies required for performance of the work.

### **Instructions to Bidders.**

Purpose of the goals. The purpose of the MBE/WBE goal is to secure bids from and negotiate price with eligible MBE and WBE subcontractors prior to submission of the bid.

#### *Prior to Bid:*

- Prior to the submission of the bid the bidder must select one of the *Means of Compliance with MBE and WBE Utilization Goals* listed in the supplemental general conditions of these additional requirements. If bidder selects the documentation of good faith effort as

the means of compliance, bidder shall execute and document the good faith efforts necessary for compliance prior to the bid opening.

- If the bidder is a joint venture with a MBE/WBE venturer to be counted toward the project goal, bidder must submit to the coordinator the joint venture agreement no later than close of business 3 calendar days prior to the bid opening.

*Documentation Submitted with the Bid:*

- Bidder must submit with the bid a completed and signed Affidavit of Intended Utilization on the form provided.
- If the utilization indicated on the Affidavit of Intended Utilization does not meet or exceed the utilization goals for the project, the bidder must also submit with the bid documentation of the good faith effort as indicated in the attached Good Faith Outreach Manual.

*Documentation Submitted after bid prior to recommendation for award:*

- Within 2 days of the bid the low bidder, and any other bidder who wishes to be considered in the event of the ineligibility of the low bidder, shall submit, on the forms provided, a completed, signed and notarized Contractor Utilization Plan and a completed, signed Letter of Intent to Subcontract from each MBE/WBE subcontractor listed in the Contractor Utilization Plan.

*Evaluation of responsiveness:*

- Failure to provide the documentation at the times required above is sufficient for a finding of non-responsiveness and a declaration of default of the bid, in which case the bid security shall become the property of the Unified Government. The Unified Government may waive irregularities and informalities in its determination of responsiveness.

**Conditions of the Contract**

When goals for MBE/WBE participation are established in the agreement, the following become general conditions of the contract.

Add GC 3.2.a to read as follows:

- 3.2.a Within five working days following commencement of work on a contract, the contractor shall submit to the coordinator of the office of supplier opportunity a duplicate of the project schedule that sets forth in detail the anticipated utilization of all MBEs and WBEs on the contract. In the event of a contract performance delay of more than one-third of the originally estimated length of time between project notice to proceed and completion, the contractor shall submit to the coordinator of the office of supplier opportunity not later than the originally estimated date of project completion, a revised schedule for utilization of all MBEs and WBEs on the contract.

Add GC 19.1.i.a to read as follows:

- 19.1.i If the Contractor fails to follow the Contractor Utilization Plan, except as provided for in General Condition 100 Race and Gender Conscious Remedies.

Add GC 25.1.a to read as follows:

- 25.1.a Contractor shall promptly render payment to all joint venturers, subcontractors and suppliers on a contract. Contractor shall provide with each pay request to the Unified Government, beginning with the second pay request, a partial claim releases from joint venturers, subcontractors and suppliers in form and content satisfactory to the Unified Government or shall provide, at the Unified Government's sole option, alternative proof of payment to subcontractors and suppliers in form and content approved by the coordinator of the office of supplier opportunity, evidencing that all joint venturers, subcontractors, and suppliers have been duly paid out of the proceeds of the contractor's payments from the Unified Government, unless a bona fide dispute, documented in writing, exists between the contractor and the unpaid joint venturer, subcontractor or supplier.

Add General Conditions 100 through 104 to read as follows:

100. Race and Gender Conscious Remedies. Except as provided below, the Contractor shall maintain, for the duration of the contract, the level of MBE and WBE participation identified in the Contractor Utilization Plan.
- a. Substitutions: Contractor shall not terminate, modify the work of, or otherwise fail to utilize a MBE or WBE that was originally listed in the Contractor Utilization Plan to satisfy the project goal without substituting another MBE or WBE performing the same commercially useful function and dollar amount, or demonstrating each element of modified good faith effort to substitute another MBE or WBE.
  - b. Changes in scope: Contractor shall immediately notify, in writing, the coordinator of the office of supplier opportunity of any agreed-upon increase or decrease in the scope of work of the contract.
    - i. An increased scope of work that cannot be performed by existing project subcontractors or by the contractor shall be subject to a utilization goal equal to the original utilization goal for the contract. The contractor shall satisfy such goal as respects the changed scope of work by soliciting new MBEs or WBEs in accordance with GC 101, or the contractor must show each element of modified good faith set out in GC 102.
    - ii. If the Unified Government decreases the scope of work affecting MBEs or WBEs performing on the contract the contractor, the evaluation of achievement of the utilization goal will be based on the intended utilization without the decrease in scope.
    - iii. If the change in scope results from adjustments to quantities in a unit price contract, the evaluation of achievement of the utilization goal will be based on the intended utilization without the decrease in scope, provided that the firm completing the work on the affected items is the firm originally identified in the Contractor Utilization Plan.

- c. Coordinator's authority. Subject to the appeals provisions of the contract, the coordinator of the office of supplier opportunity shall make the final determination of eligible costs and whether the utilization goal and/or good faith effort was achieved.
101. Means of compliance with MBE and WBE utilization goals: Contractor shall address the project goal established in the agreement through one or more of the following subsections:
- a. The Contractor is a MBE or WBE, the value of the commercially-useful function to be self-performed by the MBE or WBE shall count toward the project goal.
  - b. If the Contractor is a joint venture that includes one or more MBEs or WBEs, and the joint venture agreement was submitted prior to the date of the bid in accordance with the instructions to bidders, and the joint venture agreement was reviewed and approved by the coordinator of the office of supplier opportunity, then the value of the commercially useful function to be performed by the MBEs or WBEs in the joint venture shall count toward the project goal.
  - c. The Contractor utilizes MBEs or WBEs as subcontract, or suppliers, and the MBEs WBEs are identified in the Contractor Utilization Plan, and the plan was submitted as instructed in the instructions to bidders and the plan was reviewed and approved by the coordinator, then the value of the commercially useful function to be performed by such MBEs and WBEs shall count toward the project goal.
  - d. If the Contractor has not fully met the project goal by other means established above, but has demonstrated, during the evaluations of bids, that it has made good faith efforts to meet such goal, and that such demonstration has been reviewed and approved by the coordinator.
102. Modified good faith effort for MBE and WBE utilization: In the event of an increase in scope of work or in event of the termination or replacement of a MBE or WBE subcontractor or joint venturer, for which contractor is in unable to achieve the utilization goal due to failure to recruit additional MBEs or WBEs, the following modified good faith efforts must be completed. Failure to show good faith efforts in any of the following categories shall render its overall good faith efforts showing insufficient and its contract performance in non-compliant.
- a. Contractor shall notify, in writing, the coordinator of the office of supplier opportunity with respect to the contractor's intention to terminate or replace a MBE or WBE originally identified for participation in the bid or proposal upon which the contract was awarded. Contractor shall identify the reason for the termination or replacement and the type of work or services to be substituted.
  - b. Contractor shall use the most current directory from the Office of Supplier Opportunity to contact MBEs and WBEs that are eligible in the applicable area of work or supply at the time of the modified good faith effort.
  - c. Contractor shall provide documentation of the efforts to contact appropriate MBEs and WBEs within the same identified type of work. Copies of fax and e-mail, or a telephone call log will be acceptable.
  - d. Documentation of the modified good faith efforts must be submitted to the coordinator before the payment to the contractor of the next progress or other partial payment or fund release under the contract.

103. **Contract sanctions for failure to comply with Race and Gender conscious remedies to facilitate participation by minority and women business enterprises.** In the event that the coordinator of the office of supplier opportunity determines that a contractor has not complied with the Race and Gender conscious remedies contained in this contract, the coordinator may assess the contractor a civil, remedial penalty of not more than 150 percent of the contract amount that would have been allocated to one or more MBEs or WBEs but for the contractor's noncompliance. Any assessed civil penalties may be offset against any amount, including but not limited to contract retainage, otherwise due and owing to the contractor on the contract. In assessing a civil penalty the coordinator may reduce or waive all or part of the penalty in consideration of the following factors:
- a. The length of the period of noncompliance;
  - b. The contractor's history of previous noncompliance with any provision of the Unified Government's Supplier Opportunity code,
  - c. The monetary impact of the civil penalty on the contractor in correcting the noncompliance; or
  - d. Other facts and circumstances relevant to the noncompliance of the contractor.
104. **Burden of Proof.** Whenever the Coordinator of the office of supplier opportunity conducts an investigation of compliance with these provisions, the Contractor shall cooperate fully with the investigation, and shall provide complete, truthful information to the coordinator, and shall bear the burden of proving compliance with the Unified Government's race and gender conscious remedies.

# UNIFIED GOVERNMENT GOOD FAITH OUTREACH MANUAL





# UNIFIED GOVERNMENT GOOD FAITH OUTREACH PROGRAM

## Contents

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## **I. Program Summary**

The Good Faith Outreach Program is a component of the Unified Government Supplier Diversity Program and applies to City-funded construction contracts in excess of \$250,000. When Federal or State funding sources impose additional requirements, those requirements as defined in the contract documents replace the requirements of this program.

The Unified Government is committed to maximizing subcontracting opportunities for certified M/WBE firms. Bidders should be fully informed of Good Faith Outreach Program as set forth in this document.

This program is subject to policies and requirements established by the Unified Government Supplier Diversity Program. Bidders are advised to be fully informed of the requirements set forth in this document. Failure to comply with the City's Supplier Diversity Program may cause a bid to be rejected as non-responsive.

Terms and conditions of the Good Faith Outreach Program apply to City-funded construction projects in excess of \$250,000. At the City's sole discretion, these requirements may be waived in advance on projects deemed inappropriate for subcontracting participation. When State and/or Federal funding sources require affirmative action goals, those goals as defined in the contract documents replace requirements of the Supplier Diversity Program.

## **II. GOOD FAITH OUTREACH OVERVIEW**

This program requires bidders to make subcontracting opportunities available to a broad base of qualified subcontractors and to achieve a minimum level of M/WBE subcontractor participation as identified for eligible projects. To be eligible for award, the apparent low bidder must meet or exceed the M/WBE project goals or submit documentation of their good faith outreach efforts within two (2) working days following the close of business on the day bids are opened. Should it become necessary to evaluate the efforts of bidders beyond the apparent low bidder, each additional firm shall receive five (5) working days for submittal of documentation commencing on the date of notification. Notification can be verbal or in writing. Failure to submit required documentation within this time frame will cause a bid to be rejected as non-responsive.

For assistance or further information about the *Good Faith Outreach Program*, contact the Supplier Diversity Program Manager at 913-573-5439.

## **III. Definitions**

- A. Bidder means a business enterprise that submits a bid on a construction contract that is offered for competitive bidding by the Unified Government.
- B. Good Faith Outreach Efforts: Affirmative steps taken by a bidder prior to bid opening to ensure maximum effort to recruit subcontractors, including Minority Business Enterprises (MBEs) and Woman Owned Enterprises (WBEs), as sources of supplies, construction and other services whenever possible. Required steps for documenting outreach efforts are outlined in Paragraph V of this document.
- C. Minority business enterprise or MBE means a business enterprise that is owned and controlled by one or more minority individuals and that is certified as a minority business enterprise by one of the entities set forth in section 18-158(a)(1) of the Unified Government Code of Ordinances.

- D. Subcontract: Agreement between a prime contractor and an individual, firm or corporation for performance of particular portion(s) of work for which prime contractor has obligated itself.
- E. Subcontractor: An individual, firm or corporation having a direct contract with prime contractor for performance of portion(s) of work to be constructed under the contract, including furnishing of labor, materials or equipment.
- F. Woman business enterprise or WBE means a business enterprise that is owned and controlled by one or more women who are citizens or lawful permanent residents of the United States and that is certified as a woman business enterprise by one of the entities set forth in section 18-158(a)(1) of the Unified Government Code of Ordinances.

#### **IV. Good Faith Outreach Indicators**

Documentation of a bidder’s outreach efforts will be reviewed by Unified Government according to the indicators listed below to verify that bidder made subcontracting opportunities available to a broad base of qualified subcontractors, negotiated in good faith with interested subcontractors, and did not reject any bid for unlawful discriminatory reasons.

Failure to submit Good Faith Efforts will render a bid non-responsive and will result in its rejection. Indicators are judged on a pass/fail basis, i.e., either full or zero credit can be achieved for compliance with each item as set forth below:

<b>Good Faith Outreach Indicator</b>	
1.	<b>Attended pre-bid meetings scheduled by the Unified Government</b>
2.	<b>Contacted and followed up with eligible M/WBE business in the applicable trades that were known to the contractor, or available on State, County, or other maintained lists, to submit a quote at least 10 days before the bid date and notified them of the nature and scope of the work to be performed</b>
3.	<b>Made construction plans, specifications and requirements available for review by prospective M/WBE businesses, or provided these documents to them at least 10 days before the bids are due</b>
4.	<b>Initiated and documented correspondences with M/WBE trade, community, or contractor organizations that provide assistance in recruiting M/WBE subcontractors or suppliers</b>
5.	<b>Broken down or combined elements of work into economically feasible units to further facilitate M/WBE participation</b>
6.	<b>Advised M/WBE subcontractors and suppliers in obtaining bonds, lines of credit or insurance</b>
7.	<b>Negotiated in good faith with interested M/WBE subcontractors/suppliers and did not reject them as unqualified without sound reasons based on their capabilities</b>
8.	<b>Placed ads soliciting M/WBE subcontractors/suppliers in a publication targeting M/WBE subcontractors/suppliers not less than 10 days prior to bid</b>

## V. Documentation of Good Faith Outreach Efforts

1.	<b>Attended pre-bid meetings scheduled by the Unified Government</b>
----	--

Bidder attended pre-bid meeting scheduled by the City to inform all bidders of requirements for subject project. A sign in sheet will be distributed at all pre-bid meetings. It is the bidder's responsibility to sign in on the list.

*Required documentation:* The project manager will have record of the pre-bid sign in sheet..

2.	<b>Contacted and followed up with eligible M/WBE subcontractors and suppliers certified in the applicable trades</b>
----	--

Bidder contacted certified M/WBE business in the trades present on the project. The M/WBE businesses must be certified in the trade for which they are being asked to submit quotes on..

*Required documentation:* A completed call log, copies of emails/faxes, certified mail receipts or any other documents illustrating communications to M/WBE businesses. These documents must show evidence of receipt by the M/WBE subcontractor/supplier.

3.	<b>Made the construction plans, specifications, and requirements available for review by prospective M/WBE subcontractors and suppliers</b>
----	---

Bidder provided interested M/WBE subcontractors and suppliers with access to plans, specifications and requirements for subject project.

*Required documentation:* Contents of advertisements or written notices to subcontractors should demonstrate compliance with this indicator.

4.	<b>Initiated and documented correspondences with M/WBE trade, community or business organizations</b>
----	---

Not less than ten (10) calendar days prior to bid submittal, bidder requested assistance from agencies which recruit and place M/WBE subcontractors or suppliers. A list of such agencies is available from the Unified Government. Other organizations which promote M/WBE subcontractor or supplier activities may also be contacted.

*Required documentation:* Submit copy of each fax, letter, or email sent to outreach agencies requesting assistance in recruiting subcontractors. Faxed copies must include fax transmittal confirmation slip showing date and time of transmission. Mailed letters must include copies of metered envelopes or certified mail receipts. All communications must include the Unified Government project name, name of bidder, and contact person's name and phone number.

5.	<b>Broken down or combined elements of work to further facilitate M/WBE participation</b>
----	---

Bidder must demonstrate that reasonable efforts were taken to subdivide portions of work to increase opportunities for M/WBE participation.

*Required documentation:* Documented communications between prime and subcontractors or suppliers demonstrating that individual scopes of work were modified to facilitate M/WBE participation

6.	<b>Advised M/WBE subcontractors and suppliers in obtaining bonds, lines of credit or insurance</b>
----	--

Bidder made efforts to advise and assist interested subcontractors in obtaining bonds, credit lines and insurance required for subject project.

*Required documentation:* Contents of advertisements (Indicator 8) or written notices to subcontractors (Indicator 2) will determine compliance with this objective.

7.	<b>Negotiated in good faith with interested M/WBE subcontractors and suppliers.</b>
----	---

Bidder acted in good faith with interested subcontractors and has rejected no bid other than for legitimate business reasons.

*Required documentation:* Submit: a) Copies of all subcontractor bids or quotes received; and b) Summary sheet organized by work type listing subcontractor company names with bid amounts for each work type. Identify selected subcontractor for each work type. If bidder elects to use own forces to perform a work type, include bid to show own costs for the work. Copies of bids or quotes from subcontractors and suppliers must also be included if those bids are used toward achievement of the M/WBE utilization goal and the business must also be listed on the Contractor Utilization Plan.

8.	<b>Placed ads soliciting subcontractors/suppliers in a publication targeting M/WBE subcontractors/suppliers not less than 10 days prior to bid</b>
----	--

Not less than ten (10) calendar days prior to bid submittal, bidder conducted an advertising campaign designed to reach all segments of the Kansas City metropolitan business community by advertising in either newspapers, trade association publications, special interest publications, trade journals, community papers or other media. Advertisement must be specific to the project, not generic, and may not be a plan holder advertisement provided by the publication. Advertisement must be worded to ensure it does not exclude or limit number of potential respondents and must include:

- Unified Government project name and number;
- Name of bidder;
- Areas of work available for subcontracting;
- Contact person's name and phone number;
- Information on availability of plans and specifications;
- Bidder's policy concerning assistance to subcontractors in obtaining bonds and credit lines and/or insurance

*Required documentation:* Submit copies of advertisements and proof of publication dates.

# Affidavit of Intended Utilization

*Processing Instructions: Submit this form with your bid. MBE/WBE Goals must be met or evidence of Good Faith Efforts must be submitted with bid. Use additional forms as necessary to list all MBE/WBEs proposed.*

Bidder know as \_\_\_\_\_ hereby states his intent that on the \_\_\_\_\_ project, Project # \_\_\_\_\_, Bidder intends to use the following subcontractors and suppliers to achieve the M/WBE goals established for this project:

Firm Name:	Address:	
Contact:	Phone:	Fax:
Trade:	LBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Certification Agency:
Total value of subcontract, in dollars:\$ _____, as %:		

Firm Name:	Address:	
Contact:	Phone:	Fax:
Trade:	LBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Certification Agency:
Total value of subcontract, in dollars:\$ _____, as %:		

Firm Name:	Address:	
Contact:	Phone:	Fax:
Trade:	LBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Certification Agency:
Total value of subcontract, in dollars:\$ _____, as %:		

Firm Name:	Address:	
Contact:	Phone:	Fax:
Trade:	LBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Certification Agency:
Total value of subcontract, in dollars:\$ _____, as %:		

Firm Name:	Address:	
Contact:	Phone:	Fax:
Trade:	LBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Certification Agency:
Total value of subcontract, in dollars:\$ _____, as %:		

Project Goals: MBE% \_\_\_\_\_ WBE% \_\_\_\_\_

Intended Utilization: MBE% \_\_\_\_\_ WBE% \_\_\_\_\_

The M/WBE goals established for this project will  or will not  be met by the participation shown in this affidavit.

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

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

# Contractor Utilization Plan

*Processing Instructions: This form is due within 2 days of bid opening or proposal due date. MBE/WBE Goals must be met or evidence of Good Faith Efforts must be submitted with bid. Use additional forms as necessary to list all MBE/WBEs proposed.*

Bidder know as \_\_\_\_\_ hereby states his intent that on the \_\_\_\_\_ project, Project # \_\_\_\_\_, Bidder intends to use the following subcontractors and suppliers to achieve the M/WBE goals established for this project:

Firm Name:	Address:	
Contact:	Phone:	Fax:
Trade:	LBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Certification Agency:
Total value of subcontract, in dollars:\$ _____, as %: _____		

Firm Name:	Address:	
Contact:	Phone:	Fax:
Trade:	LBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Certification Agency:
Total value of subcontract, in dollars:\$ _____, as %: _____		

Firm Name:	Address:	
Contact:	Phone:	Fax:
Trade:	LBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Certification Agency:
Total value of subcontract, in dollars:\$ _____, as %: _____		

Firm Name:	Address:	
Contact:	Phone:	Fax:
Trade:	LBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Certification Agency:
Total value of subcontract, in dollars:\$ _____, as %: _____		

Project Goals: MBE% \_\_\_\_\_ WBE% \_\_\_\_\_

Intended Utilization: MBE% \_\_\_\_\_ WBE% \_\_\_\_\_

The M/WBE goals established for this project will  or will not  be met by the participation shown in this affidavit.

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

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

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

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

Notary Public

# Letter of Intent to Subcontract

*Processing Instructions: This form is due within 2 days of bid opening or proposal due date. A Letter of Intent to Subcontract must be submitted for each M/WBE subcontractor listed on the Contractor Utilization Plan. MBE/WBE Goals must be met or evidence of Good Faith Efforts must be submitted with bid.*

Bidder know as \_\_\_\_\_ hereby states his intent that on the  
Prime Contractor  
\_\_\_\_\_ project, Project # \_\_\_\_\_, bidder intends to  
enter a contractual agreement with \_\_\_\_\_, who will  
M/WBE Subcontractor

provide the following goods / services in connection with the above referenced project:

Scope of Work: \_\_\_\_\_

Total value of subcontract: \$ \_\_\_\_\_

Percentage of total contract: % \_\_\_\_\_

## **Subcontractor:**

I intend to work on the above named project, perform the indicated scope of work, and receive the indicated compensation contingent upon award of the contract to the aforementioned Prime Contractor.

\_\_\_\_\_  
Signature: Sub Contractor

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title Date

## **Prime Contractor:**

I intend to utilize the above named M/WBE subcontractor on the referenced project for the scope of work indicated contingent upon award of the contract to my firm.

\_\_\_\_\_  
Signature: Prime Contractor

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title Date



# SPECIAL CONDITIONS

## WAGE RATES

In conformance with state law, HB No. 2069, prevailing wage rates as described in General Condition No. 54 are **not** part of this solicitation and shall **not** be incorporated into any resulting contract.

OR

Due to state and/or federal requirements, the contractor and all subcontractors shall comply with the prevailing wage rate as described in General Condition No. 54. The current general wage rate decision for Wyandotte County may be found at the following location:

<http://www.access.gpo.gov/davisbacon/ks.html>.

# **SCOPE OF WORK**

# SPECIAL CONDITIONS

EXISTING CONDITIONS-1	2
CONTRACTORS GUARANTY ROOFING & SHEET METAL-2	2
CONTRACTORS GUARANTY MASONRY SEALANT-3	2



EXISTING CONDITIONS

PART 1 – GENERAL

1.01 EXISTING CONDITIONS

- A. Pages contained in this document number represent information obtained and reported as a part of the design development phase. This information does not relieve the Contractors responsibility for verification of existing conditions.
- B. The building has 21 roof areas identified as “A” through “I” and “O through “U” on the attached roof plan. All designated roof areas combined consist of approximately 36,184 sq. feet. Roof areas A, C, E, F, I, O, P, Q, R, and S drain to internal roof drains. Roof areas B, D, G1, G2, H, T, and U drain to parapet scuppers. The existing roof system is the original system installed on this facility in 1989 and consists of the following roofing materials:
- Roof areas A, C, E, F, G1, G2, H, I, O, P, Q, R, S, and T  
Clay based “emulsion” coating  
+/- One ply modified bitumen roof membrane (Derbigum)  
Multiple plies glass fiber felt and asphalt  
+/- 0.5-inch wood fiber roof insulation  
Tapered expanded polystyrene roof insulation  
Structural concrete roof deck
- Areas B, and D  
+/- One ply modified bitumen roof membrane  
Multiple plies glass fiber felt and asphalt  
+/- 0.5-inch wood fiber roof insulation  
Tapered expanded polystyrene roof insulation  
+/- 0.5-inch gypsum board  
Structural metal roof deck
- C. All structural roof decks have been installed “level” or with zero slopes. The polystyrene roof insulation is tapered roof insulation that provides positive drainage at 1/8-inch per foot. All starting thicknesses of polystyrene roof insulation range from 3.0-inches to 4.0-inches.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF EXISTING CONDITIONS

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CONTRACTOR'S ROOFING/FLASHING/SHEET METAL GUARANTY

PART 1 - GENERAL

1.01 WHEREAS, \_\_\_\_\_; herein referred to as Roofing Contractor, certify that they have furnished and installed all roofing, flashing, sheet metal and related components in accordance with Contract Documents and as required by Roofing System Manufacturer's installation instructions on facility described below.

- A. Facility: Wyandotte County Justice Complex  
710 North 7th Street  
Kansas City, KS 66101
- B. Owner: Unified Government of Wyandotte County  
701 North 7<sup>th</sup> Street  
Kansas City, KS 66101

1.02 Date of Full Completion: \_\_\_\_\_

1.03 Approximate Area of Roof: \_\_\_\_\_

1.04 Thickness and Type of Roof Insulation: \_\_\_\_\_

1.05 Manufacturer's Specification Number: \_\_\_\_\_

1.06 NOW, THEREFORE, Roofing Contractor guarantees to Owner, subject only to exclusions stated hereinafter, that all roofing, flashing and sheet metal work is fully and integrally watertight and is free from faults and defects in material or workmanship, and is guaranteed for a period of two years from date of full completion of work.

1.07 EXCLUSIONS: This guaranty does not cover, and Roofing Contractor shall not be liable for following:

- A. Damage to roofing system caused by fire, lightning, tornado, hurricane or hailstorm.
- B. Damage to roofing system caused by significant settlement, distortion or failure of roof deck, walls, or foundation of building.
- C. Abuse by Owner and/or third parties
- D. Consequential damages to building or contents resulting from any defects in said roof, including interruption of business of Owner or occupants of building.

1.08 Contractor's Roofing/Flashing/Sheet Metal Guaranty is not transferable.

1.09 REPAIRS: Owner shall promptly notify Roofing Contractor, in writing, of need for repair of roofing, flashing, or sheet metal.

- A. Roofing Contractor, within twenty-four hours after receipt of such notice, shall make emergency repairs at its expense, as required to render facility watertight.
- B. Within five days after receipt of such notice, Roofing Contractor shall at its expense correct any faults or defects in material or workmanship.
- C. Should needed repairs not be covered by this guaranty, Roofing Contractor, after having obtained Owner's written consent, shall make such repairs at Owner's expense. Following said repairs, this

guaranty shall thereafter remain in effect for applicable portion of original term. If Owner does not so consent or others than Roofing Contractor make repairs, this guaranty shall terminate for those parts of roof affected by repair.

D. In event that Owner has notified Roofing Contractor of need for repairs and (I) Roofing Contractor does not immediately make repairs, or (II) Roofing Contractor disclaims responsibility for repairs and Owner disagrees, or (III) Owner considers Roofing Contractor's quoted cost for repairs not covered by this guaranty to be unreasonable and, an emergency condition exists which requires prompt repair to avoid substantial damage or loss to Owner, then, Owner may make such temporary repairs as he finds necessary and such action shall not be a breach of provisions of this guaranty.

1.10 ROOF MODIFICATIONS: Should Owner require work to be done on roof of said facility including modifications, alterations, extensions, or additions to roof and including installation of vents, platforms, equipment, bracing, or fastenings. Owner shall notify Roofing Contractor and give Roofing Contractor an opportunity to make recommendations as to methods necessary to safeguard against damage to roofing covered by this guaranty. Failure of Owner to give Roofing Contractor such opportunity or failure to follow methods recommended by Roofing Contractor shall render this guaranty null and void to extent such failure should result in damage to roofing covered by this guaranty.

1.11 NOTICES: Notification of Roofing Contractor shall herein require by Owner, shall be fulfilled by sending notice to Roofing Contractor.

1.12 IN WITNESS WHEREOF, we set our hands this \_\_\_\_\_day of \_\_\_\_\_, 2017

A. By (Name/Title):\_\_\_\_\_

B. Roofing Contractor

1. Name:\_\_\_\_\_

2. Address:\_\_\_\_\_

3. Phone:\_\_\_\_\_ Fax:\_\_\_\_\_

PART 2 - PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF APPENDIX I



CONTRACTOR'S MASONRY SEALANT GUARANTY

PART 1 - GENERAL

1.01 WHEREAS, \_\_\_\_\_; herein referred to as Masonry Sealant Contractor, certify that they have furnished and installed all roofing, flashing, sheet metal and related components in accordance with Contract Documents and as required by Roofing System Manufacturer's installation instructions on facility described below.

- A. Facility: Wyandotte County Justice Complex  
710 North 7th Street  
Kansas City, KS 66101
- B. Owner: Unified Government of Wyandotte County  
701 North 7<sup>th</sup> Street  
Kansas City, KS 66101

1.02 Date of Full Completion: \_\_\_\_\_

1.03 Approximate Wall Area (sf.): \_\_\_\_\_

1.04 Sealant Manufacturer: \_\_\_\_\_

1.05 Sealant Manufacturer's Product: \_\_\_\_\_

1.06 NOW, THEREFORE, Masonry Sealant Contractor guarantees to Owner, subject only to exclusions stated hereinafter, that sealant work is fully and integrally watertight and is free from faults and defects in material or workmanship, and is guaranteed for a period of two years from date of full completion of work.

1.07 EXCLUSIONS: This guaranty does not cover, and Masonry Sealant Contractor shall not be liable for following:

- A. Damage to sealant system caused by fire, lightning, tornado, hurricane or hailstorm.
- B. Damage to sealant system caused by significant settlement, distortion or failure of roof deck, walls, or foundation of building.
- C. Abuse by Owner and/or third parties
- D. Consequential damages to building or contents resulting from any defects in said sealant, including interruption of business of Owner or occupants of building.

1.08 Contractor's Guaranty is not transferable.

1.09 REPAIRS: Owner shall promptly notify Masonry Sealant Contractor, in writing, of need for repair of sealant.

- A. Masonry Sealant Contractor, within twenty-four hours after receipt of such notice, shall make emergency repairs at its expense, as required to render facility watertight.
- B. Within five days after receipt of such notice, Masonry Sealant Contractor shall at its expense correct any faults or defects in material or workmanship.
- C. Should needed repairs not be covered by this guaranty, Masonry Sealant Contractor, after having obtained Owner's written consent, shall make such repairs at Owner's expense. Following said repairs, this guaranty shall thereafter remain in effect for applicable portion of original term. If Owner does not so consent or others than Masonry Sealant Contractor make repairs, this guaranty shall terminate

for those parts affected by repair.

- D. In event that Owner has notified Masonry Sealant Contractor of need for repairs and (I) Masonry Sealant Contractor does not immediately make repairs, or (II) Masonry Sealant Contractor disclaims responsibility for repairs and Owner disagrees, or (III) Owner considers Masonry Sealant Contractor's quoted cost for repairs not covered by this guaranty to be unreasonable and, an emergency condition exists which requires prompt repair to avoid substantial damage or loss to Owner, then, Owner may make such temporary repairs as he finds necessary and such action shall not be a breach of provisions of this guaranty.

1.10 MODIFICATIONS: Should Owner require work to be done on sealants of said facility including modifications, alterations, extensions, or additions; Owner shall notify Masonry Sealant Contractor and give Masonry Sealant Contractor an opportunity to make recommendations as to methods necessary to safeguard against damage to work covered by this guaranty. Failure of Owner to give Masonry Sealant Contractor such opportunity or failure to follow methods recommended by Masonry Sealant Contractor shall render this guaranty null and void to extent such failure should result in damage to work covered by this guaranty.

1.11 NOTICES: Notification of Masonry Sealant Contractor shall herein require by Owner, shall be fulfilled by sending notice to Masonry Sealant Contractor.

1.12 IN WITNESS WHEREOF, we set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2017

A. By (Name/Title): \_\_\_\_\_

B. Masonry Sealant Contractor

1. Name: \_\_\_\_\_

2. Address: \_\_\_\_\_

3. Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

PART 2 - PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF APPENDIX I

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS-TECHNICAL INDEX

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SECTION 01010

SUMMARY OF WORK

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
  - 1. References
  - 2. Definitions
  - 3. Work covered by Contract Documents
  - 4. Contractor use of premises
  - 5. Owner occupancy

1.02 REFERENCES

- A. Conform with and test in accordance with applicable sections of the latest revisions of the following codes and standards, unless specifically noted to the contrary:
  - 1. ASTM American Society for Testing and Materials
  - 2. ANSI American National Standards Institute
  - 3. FM Factory Mutual System
  - 4. FSS Federal Specifications Standards
  - 5. UL Underwriters Laboratories, Inc.
  - 6. OSHA Occupational Safety and Health Administration
  - 7. NBS/NIST National Institute for Science and Technology
- B. Applicable standards and specifications of Wyandotte County Kansas and Kansas City, Kansas
- C. Where conflict occurs, codes establishing more stringent requirements shall govern.

1.03 DEFINITIONS

- A. Owner: When the term "Owner" is used in the Contract Documents it is understood to mean Unified Government of Wyandotte County, Kansas City, Kansas, or its authorized representative.
- B. Consultant: When the term "Consultant/Engineer" is used in the Contract Documents it is understood to mean RTI Consultants, or its authorized representative.

1.04 WORK COVERED BY CONTRACT DOCUMENTS

Work comprises the complete construction required by the Bidding Documents for the replacement of the roof and exterior wall sealant at the Wyandotte County Justice Complex located at 710 North 7th Street, Kansas City, Kansas 66101, and includes all labor necessary to produce such construction and all materials and equipment incorporated or to be incorporated in such construction as well as temporary facilities necessary to the construction process.

1.05 CONTRACTOR USE OF PREMISES

- A. Limit use of Site and premises to allow the following.
  - 1. Owner occupancy
  - 2. Work by Owners separate contractors.
  - 3. Use of Site and premises by public
  - 4. Storage of Contractor's material, equipment, and tools is limited to primary area of construction activity, as determined by Owner.
- B. Access to Site: Limited to locations determined by Owner.

- C. Limit construction operations to areas noted on Drawings.
- D. Restrict construction activity to the hours determined by Owner.
- E. Minimize disruption and inconvenience to publics' use of adjacent areas.
- F. Do not obstruct existing access and egress from adjacent Site facilities.
- G. Tobacco Policy: The Owner prohibits the use of tobacco products in its facilities and on its property.
  - 1. Contractor shall enforce this policy with Contractor's employees, Contractor's subcontractors, and their employees.
- H. Contractor's Duties
  - 1. Except as specifically noted, provide, and pay for the following:
    - a. Labor, materials, and equipment
    - b. Tools, construction equipment, and machinery
    - c. Water, heat, and utilities required for construction
    - d. Other facilities and services necessary for proper execution and completion of work
  - 2. Secure and pay for, as necessary for proper execution and completion of work, and as applicable at the time of receipt of bids, the following:
    - a. Permits
    - b. Government fees, taxes
    - c. Licenses
  - 3. Give required notices.
  - 4. Promptly submit written notice to consultant of observed variance of contract documents from legal requirements. Assume responsibility for work known to be contrary to such requirements, without notice.
  - 5. Comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities, which bear on performance of work.
  - 6. Upon removal of existing roofing and flashing, all counter flashing, vents pitch pans and other items not noted for reuse will become the property of the Contractor. Contractor is responsible for removal from the site of all items removed from the roof.
  - 7. Contractor shall have the sole responsibility for the accuracy of all measurements and for the estimate of material quantities required and necessary to satisfy the requirements of these specifications.

#### 1.06 REQUIREMENTS

- A. Construct Work to accommodate owner's occupancy requirements during construction period.
  - 1. Owner will occupy the existing facility during the entire construction period for conducting the Owner's normal operations.
  - 2. Cooperate with Owner to minimize conflict, and to facilitate Owners operations.
  - 3. Coordinate construction schedule and operations with Owner and Consultant.
- B. Contractor shall cooperate with Owner to minimize conflict and to facilitate Owners operations, including but not limited to the following.
  - 1. Maintain existing facility free from construction debris, waste, dirt and dust.
  - 2. Do not allow existing facility equipment and services to become non-operational due to construction activity.
  - 3. Do not allow access to Site and existing facility to become blocked by construction activity.

PART 2 – PRODUCTS (not used)

PART 3 – EXECUTION (not used)

END OF SECTION 01010

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

Drawings and General Provisions of the Contract, including General and Supplementary conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Section Includes:
1. Schedule of values
  2. Purchase of material and equipment
  3. Applications for payment
  4. Change procedures
  5. Unit prices

1.03 SCHEDULE OF VALUES

- A. Within 30 days of Notice of Award, submit 1 original form 2 copies of typed Schedule of Values on American Institute of Architects (AIA) Document G702, Application and Certificate for Payment, supported by Document G703, Continuation Sheet.
1. Contractor's electronic media printout will not be considered unless furnished by American Institute of Architects.
  2. Dollar amounts shall include material, labor, overhead, and profit applicable to each individual item indicated.

1.04 PURCHASE OF MATERIAL AND EQUIPMENT

Owner will provide Contractor a tax exemption certificate issued by State of Kansas for Contractor's use in purchasing products and materials to be incorporated in Work.

1.05 APPLICATIONS FOR PAYMENT

- A. Forms: Use AIA Document G702 Application and Certification for Payment and AIA Document G703 Continuation Sheet in conjunction with G702 for payment requests
- B. Application for Payment
1. Present required information consistent with Schedule of Values.
  2. Execute application by signature of authorized officer of Contractor's firm.
  3. Use data from Schedule of Values, indicating dollar value in each column of each line item for portion of Work completed through last day of application period, and for products properly stored in accordance with Contract Documents through last day of previous application period. Round off dollar values to nearest dollar. Complete every entry on form.
  4. Indicate each authorized Change Order or Construction Change Directive as separate line items on G703. List by appropriate Change Order Number or Construction Change Directive Number. Indicate dollar value breakdown of each Change Order or Construction Change Directive.
  5. Submit 1 original and 1 copy of each Application for Payment. Identify by building, including a separate line item for each of following:
    - a) Bonds
    - b) Mobilization
    - c) Demolition (includes dry in)
    - d) Wood blocking and labor

- e) Roofing material
- f) Roofing labor
- g) Sheet metal material
- h) Sheet metal labor
- i) Plumbing (new roof drains labor and material)
- j) Sealant material
- k) Sealant labor
- l) Guaranty

- 6. Submit an updated Construction Progress Schedule with each Application for Payment.
- 7. Submit waivers of mechanics liens from Contractor, Subcontractors, sub-subcontractors, and material and equipment suppliers for construction period covered by previous application for payment. Submit on acceptable form.
- 8. When Owner requires substantiating information to support Contractor's application for payment, submit data justifying dollar amounts, which are in question. Provide one copy of data with cover letter for each copy of Application for Payment and indicate application number and date, Project Number, and list each item in question by continuation sheet identification.

C. Unit prices

- 1. Changes to Contract Sum: Unit Prices constitute full compensation or credit, as case may be, for complete provision, fabrication, and installation of each item listed based solely on Work in place, including all necessary labor, products, tools, equipment, transportation, services and incidentals, appurtenances, and connections required to complete Work in place, and including insurance, overhead, profit and supervision.
- 2. Measurement:
  - a. Take measurements and compute quantities for which Unit Price items are applicable.
  - b. Consultant will review measurements and quantities. Contractor shall assist by providing necessary equipment, Workers, and survey personnel, as requires.
  - c. Final payment for Work governed by Unit Prices will be made on basis of actual measurements and quantities reviewed by consultant, multiplied by Unit Price for Work, which is incorporated in or made necessary by Work.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION 01019

SECTION 01035

MODIFICATION PROCEDURES

PART 1 – GENERAL

1.01 MODIFICATION PROCEDURES

- A. AIA Document G701 April 1987 Edition Change Order shall be used in procedure for making modifications to contract which include but not limited to changes in scope, contract sum, and contract time.
- B. AIA Document G701 1987 Edition Change Order referred to above is on file for reference at office of Owner and Consultant. It shall be made a part of contract as if attached thereto.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION 01035



## SECTION 01039

### COORDINATION AND MEETINGS

#### PART 1 - GENERAL

##### 1.01 SUMMARY

- A. Section Includes:
  - 1. Coordination
  - 2. Field engineering
  - 3. Cutting and patching
  - 4. Site mobilization conference
  - 5. Pre-installation conferences
  - 6. Progress meetings

##### 1.02 COORDINATION

- A. Coordinate scheduling, submittals, and Work of various Sections of the Project Manual to assure efficient and orderly sequence of installation of construction elements, with provisions for accommodating items installed later.
- B. Coordinate completion and clean up of Work of separate Sections in preparation for Substantial completion and for portions of Work designated for Owner's occupancy.
- C. After Owner occupancy of premises, coordinate access to Site for correction of defective Work and Work not in accordance with Contract Documents with Owner, to minimize disruption of Owner's activities.

##### 1.03 CUTTING AND PATCHING

- A. Submit written request in advance of cutting or altering elements which affects any of the following.
  - 1. Structural integrity of any element of Project
  - 2. Integrity of weather-exposed or moisture-resistant elements
  - 3. Visual qualities of sight-exposed elements
  - 4. Work of Owner or separate contractor
- B. Provide temporary support of Work to be cut to assure structural integrity of Work and surroundings.
- C. Protect existing construction during cutting and patching to prevent damage.
  - 1. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- D. Execute cutting, fitting, and patching including excavation and fill, to accomplish the following.
  - 1. Complete Work.
  - 2. Fit the several parts together, to integrate with other Work.
  - 3. Uncover Work to install or correct improperly sequenced Work.
  - 4. Remove and replace defective and non-conforming Work.
- E. Execute cutting by method which will avoid damage to elements to be retained, adjoining construction, and other Work, and provide proper surfaces to receive patching and finishing.
  - 1. Do not cut and patch construction exposed to the exterior or in occupied spaces in a manner that would, in the opinion of the Consultant, reduce the buildings aesthetic qualities, or result in visual evidence of cutting and patching.
  - 2. Remove and replace Work cut and patched in a visually unsatisfactory manner, to result in a condition acceptable to the Consultant.

- F. Cut rigid material using hand or small power tools designed for sawing and grinding, not hammering and chopping.
- G. Cut holes and slots neatly to size required with minimal disturbance of adjacent surfaces.
- H. Restore Work with new products in accordance with requirements of Contract Documents.
  - 1. Use materials that are identical to existing materials.
    - a. If identical materials are not available or cannot be used where exposed surfaces are involved, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect.
  - 2. Use materials whose installed performance will equal or surpass that of existing materials.
- I. Maintain integrity of wall construction.
  - 1. Completely seal voids.
- J. Identify hazard substances or conditions exposed during Work to Consultant and Owner for decision or remedy in accordance with Section 00700 and Section 00800.

#### 1.04 SITE MOBILIZATION CONFERENCE

- A. Consultant will schedule conference at Project Site prior to Contractor occupancy.
- B. Required Attendance:
  - 1. Owner
  - 2. Consultant
  - 3. Contractor
  - 4. Subcontractors
- C. Agenda:
  - 1. Distribution of Contract Documents
  - 2. Designation of personnel representing parties in Contract, Owner, Consultant, and Contractor
  - 3. Procedures for processing submittals field decisions, Applications for Payments, proposal request, Change Orders, and Contract closeout procedures.
  - 4. Use of premises by Owner and Contractor
  - 5. Owners occupancy requirements
  - 6. Construction facilities and controls provided by Owner.
  - 7. Temporary utilities provided by Owner.
  - 8. Security and housekeeping requirements
  - 9. Schedules
  - 10. Procedures for maintaining Record Documents
- D. Consultant shall record minutes and distribute copies within 5 days after meeting to participants and those affected by decisions made.

#### 1.05 PRE-INSTALLATION CONFERENCE

- A. When required in individual specification Sections, convene pre-installation conference at Project Site prior to commencing Work of that Section.
  - 1. Notify Consultant 7 days in advance of meeting date.
- B. Required Attendance:
  - 1. Consultant
  - 2. Contractor
  - 3. Contractors superintendent
  - 4. Affected subcontractors
  - 5. Other parties affected by Work of Section
- C. Consultant shall prepare agenda, preside at meeting, record minutes, and distribute copies within 5

days after meeting to participants of meeting, and those affected by decisions made.

#### 1.06 PROGRESS MEETINGS

- A. Consultant shall schedule and administer progress meetings for review of progress Construction Schedule and field coordination problems, at 1-2-week intervals, at a time and date agreeable to Consultant and Owner.
- B. Required Attendance:
  - 1. Owner
  - 2. Consultant
  - 3. Contractor
- C. Consultant shall prepare agenda, preside at meeting, record minutes, and distribute copies within 4 days after meeting to Owner, Contractor, and participants of meeting.
  - 1. Suggested agenda:
    - a. Review minutes of previous meetings
    - b. Review Work progress
    - c. Field observations, problems, and decisions
    - d. Identification of problems, which impede planned progress
    - e. Review of off-Site fabrication and delivery schedules
    - f. Maintenance of Construction Progress Schedule
    - g. Corrective measures to regain projected schedules
    - h. Planned progress during succeeding work period
    - I. Coordination of projected progress
    - j. Maintenance of quality and work standards
    - k. Effect of proposed changes on Construction Progress Schedule and coordination
    - l. Other items related to Work

#### PART 2 - PRODUCTS

NOT USED

#### PART 3 - EXECUTION

NOT USED

END OF SECTION 01039

## SECTION 01120

### ALTERATION PROJECT PROCEDURES

#### PART 1 - GENERAL

##### 1.01 SUMMARY

- A. Section Includes:
  - 1. Products and installation for patching and extending Work
  - 2. Transition and adjustments
  - 3. Repair of damaged surfaces, finishes, and cleaning
- B. Related Sections:
  - 1. Section 01010 - Summary of Work
  - 2. Section 01039 - Coordination and Meetings
  - 3. Section 01500 - Construction Facilities and Temporary Controls

##### 1.02 QUALITY ASSURANCE

- A. Installer Qualifications: Firm experienced in installation of system similar in complexity to those required for this Project.

##### 1.03 DELIVERY, STORAGE, AND HANDLING

- A. Packing and Shipping: Deliver products in original unopened packaging with legible manufacturer identification.
- B. Storage and Protection: Comply with manufacturer's recommendations.

##### 1.04 PROJECT CONDITIONS

- A. Environmental Requirements: Comply with manufacturer's recommendations for products being installed.
- B. Existing Conditions: Verify existing conditions related to Work.

#### PART 2 - PRODUCTS

##### 2.01 PRODUCTS FOR PATCHING AND EXTENDING WORK

- A. New Materials: As specified in Part 2 of individual Specifications Sections.
  - 1. Match existing materials and Work for patching and extending Work.
- B. Type and Quality of Existing Materials: Determine by inspection and testing materials where necessary, referring to existing Work as a standard.

#### PART 3 - EXECUTION

##### 3.01 EXAMINATION

- A. Verification of Conditions: Examine areas and conditions under which Work is to be performed and identify conditions detrimental to proper and timely completion.
  - 1. Do not proceed until unsatisfactory conditions have been corrected.

### 3.02 PREPARATION

- A. Coordinate Work to expedite completion and to accommodate Owner's occupancy.
- B. Cut, move, or remove items as necessary for access to alterations and renovation Work.
  - 1. Replace and restore at completion.
- C. Remove unsuitable material not indicated to be salvaged, such as rotten wood, corroded metals, and deteriorated masonry and concrete.
  - 1. Replace materials as specified for finished Work.
- D. Remove debris and abandoned items from area and from concealed spaces.
- E. Prepare surfaces and remove surface finishes to provide for proper installation on new Work and finishes.

### 3.03 INSTALLATION

- A. Remove, cut, and patch Work in a manner to minimize damage and to provide a means of restoring Products and finishes to original or better condition in accordance with Section 01039.
- B. Recover and refinish Work that exposes mechanical, plumbing, and electrical items exposed during Work.
- C. Install Products as specified in individual Sections.

### 3.04 TRANSITIONS

- A. Where new Work abuts or aligns with existing, perform a smooth and even transition.
  - 1. Patch Work to match existing and adjacent conditions in texture and appearance

### 3.05 ADJUSTMENTS

- A. Where a change of plane of 1/4 inch or more occurs, submit recommendation for providing a smooth transition for Consultants review.
- B. Fit Work at penetrations of surfaces as specified in Section 01039.

### 3.06 REPAIR OF DAMAGED SURFACES

- A. Patch or replace portions of existing surfaces which are damaged, discolored, or showing other imperfections.
  - 1. Repair substrate prior to patching finish.

END OF SECTION 01120

## SECTION 01300

### SUBMITTALS

#### PART 1 - GENERAL

##### 1.01 SUMMARY

- A. Section Includes:
  - 1. Submittal procedures
  - 2. Pre-construction documents
  - 3. Product data
  - 4. Shop drawings
  - 5. Samples
  - 6. Manufacturers Instructions
- B. Related Sections:
  - 1. Contract Considerations
  - 2. Quality Control

##### 1.02 SUBMITTAL PROCEDURES

- A. Submittal form to identify Project, Contractor, Subcontractor or supplier; and pertinent Contract Document references.
- B. Apply Contractor's stamp, signed or initialed, certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- C. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- D. Submit the number of opaque reproductions that Contractor requires, plus three copies that will be retained by Consultant.

##### 1.03 PRE-CONSTRUCTION DOCUMENTS

- A. Product Documents For Review:
  - 1. AIA Document G703: Schedule of Values (as detailed in Section 0125, 1.05 B.5)
  - 2. Construction schedule
  - 3. Certificate of Insurance (Owner is listed as Certificate Holder)
  - 4. Contractors Project Specific Safety and Health Plan
  - 5. Contractor application for guaranty
  - 6. Photographic Documentation of Existing Conditions
  - 7. Emergency Contact List

##### 1.04 PRODUCT DATA

- A. Product Data For Review:
  - 1. Submitted to Consultant for review (as indicated in 1.08 below) for the limited purpose of checking for conformance with information given and the design concept expressed in contract documents.
  - 2. Submit three copies of Sheet Metal Manufacturers sheet metal color chart.

##### 1.05 SHOP DRAWINGS

- A. Shop Drawings For Review:
  - 1. Submitted to Consultant for review (as indicated in 1.08 below) for the limited purpose of

checking for conformance with information given and the design concept expressed in the Contract Documents

2. After review, produce copies and distribute in accordance with Section 01700.

#### 1.06 SAMPLES

##### A. Samples For Review:

1. Submitted to Consultant for review (as indicated in 1.08 below) for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
2. After review, produce duplicates and distribute in accordance with Section 01700.

##### B. Samples For Selection:

1. Submitted to Consultant for aesthetic, color, or finish selection
2. Submit a sample of finishes from the full range of manufacturers' standard colors, textures, and patterns for Consultant selection.
3. After review, produce duplicates and distribute in accordance with Section 01700.

##### C. Submit samples to illustrate functional and aesthetic characteristics of the Product.

##### D. Submit a sample of finishes from the full range of manufacturers' standard colors, textures, and patterns for Consultant's selection.

#### 1.07 MANUFACTURER INSTALLATION INSTRUCTIONS

When specified in individual sections, submit manufacturer-printed instructions for delivery, storage, assembly, installation, adjusting, and finishing, in quantities specified for Product Data.

ITEMS	ASTM NO./DESCRIPTION	MANUFACTURER PRODUCT
<b>Section 03521</b>		
NVS (Portland cement/vermiculate aggregate Polystyrene Board)	ASTM C150/ASTM C332	Siplast
Tapered layout drawing (five copies)	ASTM C578	
<b>Section 04910</b>		
Joint Cleaner		
Joint Primer		
Backer Backing	ASTM C920, silicone	
Joint Sealant	Closed cell	
<b>Section 07550</b>		
Vapor Retarder-Modified Bitumen Sheet	ASTM D6164 or 5147 120m mil min.	
Base Sheet: Venting Base Sheet	ASTM D4897 Type II	
NVS Base Sheet Fasteners	NVS Fastener ( <i>no substitutions</i> )	Siplast
Cover board: (if alternate is accepted)	ASTM E84 & ASTM E16	
Polyisocyanurate (if alternate is accepted)	ASTM C1289-01 Type II Class I Grade 2	
Base Ply (field and flashing) Grade S, Type I	ASTM ( ) Type ( )	
Surface Ply (field and flashing) FR Grade G	ASTM ( ) Type ( )	
Asphalt primer	ASTM D41	
Cold modified bitumen membrane adhesive	ASTM D3019 Type III grade 2	
Liquid flashing		
Roof Hatch		
Gypsum-Concrete		
<b>Section 07620</b>		
Sheet Metal Color Chart (five copies)	N/A	
Pre-finished sheet metal:	ASTM A 527, 22 gauge	
Zinc-Coated Steel (galvanized)	ASTM A526, G90, 20 gauge.	
Pourable Sealer	ASTM D0142 (two component)	
<b>Section 07920</b>		
Elastomeric Sealant	ASTM C920, one part urethane	
<b>Section 221426</b>		
Roof Drain (Product literature)		
Drain bowel insulation (Product literature)		
Piping/Fittings (Product literature)		

\_\_\_\_\_  
Roofing Company

\_\_\_\_\_  
Roofing Contractor Signature

PART 2 – PRODUCTS (not used)

PART 3 – EXECUTION (not used)

END OF SECTION 01300



SECTION 01400

QUALITY CONTROL

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
  - 1. Quality assurance
  - 2. References
  - 3. Submittals
  - 4. Contractor's quality control program

1.02 QUALITY ASSURANCE

- A. Comply with manufacturer's instructions, including each steps in sequence.
  - 1. Should manufacturer's instructions conflict with Contract Documents, request clarification from Consultant before proceeding
    - a. Do not proceed with Work without clear instructions from Consultant.
- B. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
  - 1. Should specified reference standards conflict with Contract Documents, request clarification from Consultant before proceeding
    - a. Do not proceed with Work without clear instructions from Consultant.
  - 2. Conform to reference standard by date of issue specified in individual specifications Sections, except where a specific date is established by applicable building code.
    - a. If date of issue is not specified in individual specifications Sections, conform to standard current as of date of Contract Documents, except where a specific date is established by applicable building code.
  - 3. Obtain copies of standards and maintain at Project Site where required by individual specification Sections.
  - 4. Contractual relationship, duties, and responsibilities of the parties to the Contract, not those of the Consultant, shall not be altered from the Contract Documents by mention or inference otherwise in any reference Document.
- C. Perform work by persons qualified to produce workmanship of specified quality.
- D. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

1.03 REFERENCES

- A. American Society for Testing and Materials (ASTM):
  - 1. ASTM C 802-87: Standard practice for Conducting an Inter-laboratory Test Program to Determine the Precision of Test Methods for Construction Materials
  - 2. ASTM C 1093-88: Standard Practice for Accreditation of Testing Agencies for Unit Masonry
  - 3. ASTM E 329-93: Standard Practice for Use in the Evaluation of Testing and Inspection Agencies as Used in Construction
  - 4. ASTM E 543-92c: Standard Practice for Evaluating Agencies that perform Nondestructive Testing
  - 5. ASTM E 548-1: Standard Guide for General Criteria Used for Evaluating Laboratory Competence.
- B. American Council of Independent Laboratories (ACIL):
  - 1. ACIL Recommended Requirements for Independent Laboratories Qualifications.

1.04 CONTRACTOR'S QUALITY CONTROL PROGRAM

- A. Develop and maintain Contractor's Quality Control Program to perform inspections and testing of items of Work, including those of subcontractors, to ensure conformance to Contract Documents.
- B. Provide appropriate facilities, instruments, and testing devices required for performance of Contractor's Quality Control Program.
- C. Maintain quality control over suppliers, manufacturers, Products, services, Site conditions, and workmanship, to produce Work of specified quality.
- D. Inspection Procedures:
  - 1. Ensure material, Products, and equipment conform to requirements of Contract Documents, and required submittals have been reviewed by Consultant as required by Contract Documents.
  - 2. Examine areas and conditions under which Work is to be performed and identify conditions detrimental to proper or timely completion. Do not proceed until unsatisfactory conditions have been corrected.
  - 3. Confirm prior Work has been performed in accordance with requirements of Contract Documents.
- E. Perform quality control inspections on routine basis to ensure continuing compliance with Contract requirements.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION 01400

SECTION 01500

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
  - 1. Temporary utilities
  - 2. Temporary barriers, enclosures, and security
  - 3. Temporary controls.
  - 4. Protection of existing plant life
  - 5. Protection of installed Work
  - 6. Access roads
  - 7. Parking
  - 8. Project identification
  - 9. Field offices and sheds
  - 10. Progress cleaning
  - 11. Removal of facilities and controls
- B. Related Sections
  - 1. Section 01700 - Contract Closeout: Final cleaning

1.02 TEMPORARY UTILITIES

- A. Existing Utilities: Provide protection to prevent damage or interference to existing utilities. In the event of accidental interruption of a service or utility, inform Owner and related utility company without delay, and take prompt remedial action.
  - 1. Schedule Work requiring disconnections, re-connections, and interruptions of services and utilities with Owner and utility companies
  - 2. Maintain electrical and mechanical services and utilities unless interruptions are scheduled.
  - 3. Provide and remove temporary connection devices when no longer required.
- B. Temporary Water: Contractor shall connect to Owner's existing service.
  - 1. Owner will pay cost of water used.
- C. Temporary Sanitary Facilities:
  - 1. Provide and maintain adequate chemical toilet facilities.
  - 2. Existing toilets shall not be used by construction personnel.
  - 3. Provided drinking water from an approved source
- D. Temporary Fire protection: Provide and maintain fire-fighting equipment for the duration of construction in accordance with the requirements of local authorities and subject to approval of Owner's insurance carriers.
- E. Temporary Electricity:
  - 1. Contractor shall connect to Owner's existing service.
    - a. Owner will pay cost of electricity used.
  - 2. Provide flexible power cords as required.

1.03 TEMPORARY BARRIERS, ENCLOSURES, AND SECURITY

- A. Barriers and Enclosures:
  - 1. Provide temporary barriers and enclosures outside building for safety, unauthorized entry, and protection of existing facilities, protection of existing vegetation, protection of materials, and protection against the weather.

- a. Do not block required egress routes.
  - 2. Provide temporary weather-tight closure of exterior openings to accommodate acceptable working conditions and protection of Products.
  - 3. Provide temporary protection at existing sidewalks in compliance with regulations of authority having jurisdiction.
- B. Security: Provide security and facilities to protect Work, existing facilities, and Owners operations from unauthorized entry, vandalism, and theft.
- 1. Coordinate with Owner's security program.

#### 1.04 TEMPORARY CONTROLS

Dust Control: Provide water sprinkling materials and equipment for the prevention of nuisance of dust to surrounding areas.

#### 1.05 PROTECTION OF EXISTING PLANT LIFE

- A. Protect trees, shrubs, lawns, and other plant growth indicated on Drawings to remain, or not indicated to be removed.
  - 1. Protect from unnecessary cutting, breaking or skinning of roots, skinning and bruising of bark, smothering by stockpiling construction or excavation materials within drip line, and excess foot and vehicular traffic.
- B. Repair or replace, as directed by Consultant, existing plant life indicated to remain which is damaged by construction operations.
  - 1. Obtain services of licensed arborists to repair damage to plant life.
  - 2. Replace plant life, which cannot be repaired and restored to full-growth condition.

#### 1.06 PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where specified in individual Sections of Project Manual.
- B. Provide temporary and removable protection for installed Products.
  - 1. Control activity in immediate Work area to minimize damage.
- C. Prohibit traffic and storage upon waterproofed or roofed surfaces.
  - 1. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing manufacturer.
- D. Prohibit traffic upon landscaped areas.

#### 1.07 ACCESS ROADS

- A. Provide and maintain access to fire hydrants, free of obstructions.
- B. Provide means of removing mud from vehicle wheels before entering streets.

#### 1.08 PARKING

- A. Arrange for surface parking areas, subject to Owner's approval, to accommodate construction personnel.
  - 1. When Site space is not adequate, provide additional off Site parking.

#### 1.09 PROJECT IDENTIFICATION

No signs will be allowed on the Project Site except those required by law or ordinance for safety, traffic control, and protection of persons and property, and those signs specified in this Section.

## PART 2 - PRODUCTS

### 2.01 MATERIALS

Materials may be new or used, but must be adequate in capacity for the required usage, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.

## PART 3 - EXECUTION

### 3.01 EXAMINATION

- A. Verification of Conditions: Examine areas and conditions under which Work is to be performed and identify conditions detrimental to proper and timely completion.
  - 1. Do not proceed until unsatisfactory conditions have been corrected.

### 3.02 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish.
  - 1. Maintain Site in a clean and orderly condition.
- B. Remove debris and rubbish from closed or remote spaces, prior to enclosing space.
- C. Remove waste material, debris, and rubbish from Site daily and dispose off Site in a licensed landfill.

### 3.03 REMOVAL OF FACILITIES AND CONTROLS

- A. Clean and repair damage caused by installation and use of temporary work.
- B. Restore existing facilities used during construction to their original condition.
- C. Restore permanent facilities used during construction to their specified condition.

END OF SECTION 01500

## SECTION 01600

### MATERIALS AND EQUIPMENT

#### PART 1 - GENERAL

##### 1.01 SUMMARY

- A. Section Includes:
  - 1. Reuse of existing material
  - 2. Manufacturer's instructions
  - 3. Transportation and handling
  - 4. Storage and protection
  - 5. Existing utilities and services

##### 1.02 REUSE OF EXISTING MATERIAL

- A. Except as specifically indicated on Drawings or specified in Project Manual, materials and equipment removed from existing Site and building shall not be used in completed Work.
- B. For material and equipment specifically indicated on Drawings or specified in Project Manual to be reused in Work, use special care in removal, handling, storage, and reinstallation to assure proper function in completed Work.
  - 1. Arrange for transportation, storage, and handling of materials, which require off-site storage, restoration, or renovation.
    - a. Pay cost associated for such Work.

##### 1.03 MANUFACTURER'S INSTRUCTIONS

- A. When Contract Documents require that installation of Work shall comply with manufacturer's recommended instructions, submit instructions in accordance with Section 01300, and distribute copies to parties involved in installation.
- B. Perform Work in accordance with manufacturer's instructions. Do not omit any preparatory step or installation procedure.
  - 1. Should a conflict exist between project conditions or specified requirements and manufacturer's installations, consult Consultant before proceeding with Work.
    - a. Do not proceed with Work without clear instructions from Consultant.

##### 1.04 TRANSPORTATION AND HANDLING

- A. Transport and handle Products and equipment in accordance with manufacturer instructions.
- B. Arrange deliveries of Products and equipment in accordance with Project Construction Schedule.
  - 1. Coordinate to avoid conflict with Work and conditions at Site.
  - 2. Immediately upon delivery, inspect shipments to assure compliance with Contract Documents and reviewed Submittals, and that Products and equipment are undamaged.

##### 1.05 STORAGE AND PROTECTION

- A. Store and protect Products and equipment in accordance with manufacturer's instructions, with seals and labels intact and legible.
- B. Provide bonded off-site storage and protection when Site does not permit on-Site storage or protection.
- C. Store Products and equipment subject to damage by the elements in weather tight enclosures.
  - 1. Maintain temperature and humidity within ranges required by manufacturer's instructions.

- D. Exterior Storage:
  - 1. Store fabricated Products above ground, on blocking or skids.
  - 2. Cover Products subject to deterioration with impervious sheet covering.
    - a. Provide adequate ventilation to avoid condensation or degradation of Product.
- E. Provide equipment and personnel to store Products and equipment by methods to prevent soiling, disfigurement, or damage to Product or packaging.
- F. Arrange storage of Products and equipment to allow access by Consultant for review and verification.
  - 1. Periodically inspect to assure Products are undamaged and are maintained under required and specified conditions.
- G. Provide substantial coverings to protect installed Products from damage caused by traffic and subsequent construction operations.

1.06 EXISTING UTILITIES AND SERVICES

- A. Provide protection to prevent damage or interference to existing utilities, service lines and mains.
- B. In case of damage to any utility or service lines or mains, repair or cause to be repaired as required by the utility or service owner, at no increase in Contract Sum or extension in Contract Time.
- C. In the event unknown utilities or services are discovered, stop Work in the effected area and notify Owner, Consultant, and utility or Service Company to obtain information on how to proceed.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION 01600

SECTION 01630

PRODUCT OPTIONS AND SUBSTITUTIONS

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
  - 1. Products
  - 2. Product selection procedures
  - 3. Base bid

1.02 PRODUCT

- A. Definition: Products means new material, machinery, components, equipment fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying, and installation of the Work.
  - 1. Products may also include existing materials or components required to be reused.
- B. Standard of Quality: The specified manufacturers, materials, products, and equipment have been used in preparing the Contract Documents, and thus, establish minimum standard of required function, dimension, appearance, and quality for performance and appropriateness.
- C. Provide interchangeable components of the same manufacturer for similar components.

1.03 PRODUCT SELECTION PROCEDURES

- A. Product selection is governed by Contract Documents, not by previous experience or tradition.
- B. Reference Standard Specification: Where product or materials are specified only by reference standard, provide any product meeting that standard
  - 1. If reference standard is following by a description of materials, special features, or performance criteria, make necessary modifications to standard or custom products to fully comply with the description of materials, special features, or performance criteria specified.
- C. Descriptive Specifications: Where products, materials, or equipment are specified by indicating a detailed description of the required properties, minimum attributes, special features, or performance criteria, provide any product meeting that description.
  - 1. If descriptive specification is followed by a list of acceptable manufacturers or acceptable manufacturers and products, select product from only those manufacturers and products
    - a. If manufacturer's standard product is listed, and it does not comply with the minimum description indicated, make necessary modifications to standard or custom products to fully comply with the required properties, minimum attributes, special features, or performance criteria specified.
  - 2. If a list of specified manufacturers includes the statement "Comparable Products" of other specified manufacturers, select product only from those manufacturers specified in that Section of the Contract Documents complying with the required properties, minimum attributes, special features and performance criteria specified.
  - 3. If a list of specified manufacturers includes a statement "Comparable Products" of other manufacturers, select product from any manufacturer complying with the required properties, minimum attributes, special features, and performance criteria specified.
- D. Proprietary Specifications: Where products, materials, or equipment are specified by specific manufacturer name, model number, type designation, or other unique characteristics, provide only



products specified in the Contract Documents.

1. When indicated in individual specification Sections as “No Substitutions”, provide only the specific name product. Substitutions will not be considered.
- E. When indicated in individual specification Section, the design layout, space allocation, connection details, and other requirements are based on proprietary products of a specific manufacturer so identified under PART 2 of that Section.
1. Other manufacturers, even if specified as acceptable, shall comply with the minimum levels of material, detailing and dimensional restrictions established for the proprietary product, even if these levels are not indicated in the Contract Documents.

#### 1.04 BASE BID

- A. Request for substitution and product options shall be made in accordance with the procedures specified in this Section.
- B. It is understood, agreed by bidders, Contractors, subcontractors, and material suppliers that bids, and contracts shall be based on products exactly as specified in the Contract Documents.
- C. Base Bid Conditions: Bids and Contract shall be based upon materials, products, and equipment described in the Bidding Documents. Where additional products or manufacturers are incorporated by Addenda, Contractor is responsible or coordinating and paying for any necessary changes to the Work required incorporating additional products, including any cost of Consultant or Consultants consultant services to coordinate and modify Contract Documents as a result of that change.

#### PART 2 - PRODUCTS

NOT USED

#### PART 3 - EXECUTION

NOT USED

END OF SECTION 01630

SECTION 01700

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
  - 1. Closeout procedures
  - 2. Re-inspection fees
  - 3. Final cleaning
  - 4. Closeout submittals
- B. Related Documents:
  - 1. Contract Conditions

1.02 CLOSEOUT PROCEDURES

- A. When Contractor considers Work to be complete, Contractor shall submit written notice of following.
  - 1. Contract Documents have been reviewed.
  - 2. Work has been inspected by Contractor for compliance with Contract Documents.
  - 3. Work has been completed in accordance with Contract Documents.
  - 4. Work is completed and ready for pre-final inspection by Consultant.
- B. Consultant will make an inspection to verify status of completion with reasonable promptness after receipt of Contractor notice. Should Consultant determine Work is incomplete or defective, Consultant will notify Contractor in writing listing incomplete and defective Work.
  - 1. Contractor shall, within 10 days of date of Consultants list, submit written request for any clarifications Contractor may require for Consultants list of incomplete or defective Work.
  - 2. Contractor shall immediately remedy incomplete and defective Work.
  - 3. Contractor shall submit written notice that corrected Work is complete.

1.03 REINSPECTION FEES

- A. Should Consultant perform re-inspections due to failure of Work to comply with claims of status of completion made by Contractor, Owner will compensate Consultant for these additional services.
  - 1. Cost of Consultants additional services will be calculated in accordance with hourly rates included in Agreement Between Owner and Consultant.
  - 2. Consultant will issue a deduct Change Order in amount of Consultants additional services.
  - 3. Owner will deduct amount of Consultants additional services from final payment to Contractor.

1.04 FINAL CLEANING

- A. Complete prior to Substantial Completion.
- B. Remove temporary protective coatings, barriers, and labels not required to remain.
- C. Clean finishes free of dust, stains, films, and other foreign substances.
- D. Clean waste and debris from service areas, roofs, gutters, downspouts, and other areas.
- E. Remove waste and surplus materials, rubbish, and construction facilities from Site.
- F. Maintain Work in clean condition until Consultant certifies Substantial Completion.

1.05 CLOSEOUT SUBMITTALS

A. When Consultant has determined Work is acceptable under Contract Documents, and Contract fully performed, Contractor shall submit following. All required documents must be submitted and approved before final pay request is approved and submitted to Owner. Final payment will be issued in accordance to Owners payment schedule.

1. AIA Document G706: Contractors Affidavit of payment of Debt and Claims
2. AIA Document G706A: Contractors Affidavit of Release of Liens
3. Subcontractor and material supplier Lien Waivers
4. AIA Document G707: Consent of Surety Company to Final Payment
5. Roofing Contractors' Guaranty (Included in project manual)
6. Masonry Sealant Contractors' Guaranty (Included in project manual)
7. Roofing Manufacturer's twenty-year Guaranty
8. Sheet metal Manufacturer's twenty-year finish Guaranty
9. Lightweight Manufacturers ten year labor and materials warranty
10. Letter stating "No Asbestos Has Been Used On Project"
11. Letter indicating all items listed at final review has been corrected

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION 01700

SECTION 03521

LIGHTWEIGHT INSULATING CONCRETE

PART 1 - GENERAL

1.01 WORK INCLUDED

Installation of new lightweight insulating concrete on existing roof deck

1.02 RELATED SECTIONS

Drawings and general provisions of Contract, including general and Supplementary Conditions and Division I Specification sections apply to this section.

1.03 DESCRIPTION

Work includes all labor, material, and temporary facilities necessary to produce such construction. Construct Work under a single lump-sum contract. Specifically, this section includes recover of existing system with new modified bitumen roofing membrane and associated flashing. This section also includes removal of existing sheet metal designated for disposal or designated for reuse and installation of new sheet metal counter flashing.

1.04 REFERENCE

- A. Except as modified and supplemented herein, follow published requirements and written recommendations of lightweight insulating concrete manufacturer.
- B. Specified materials have been rated by American Society for Testing Materials (ASTM) and Federal Specifications Standards (FSS).
- C. Occupational Safety and Health Administration (OSHA)
- D. Applicable codes, standards, and specifications of City and County of facility. Where conflict occurs, codes establishing requirements that are more stringent shall govern.

1.05 CONSTRUCTION SUBMITTALS

- A. Product Data: For each type of product indicated. Include mixing and application instructions for each type of lightweight insulating concrete.
- B. Shop Drawings: Include plans, sections, and details showing roof slopes, lightweight insulating concrete thicknesses, embedded insulation board, roof penetrations, roof perimeter terminations and curbs, and roof drains.
- C. Design Mixtures: For each lightweight insulating concrete mix.
- D. Qualification Data: For installer
- E. Material Test Reports: For lightweight aggregates, from a qualified testing agency, indicating compliance with requirements
- F. Material Certificates: For each of following, signed by manufacturers:
  - 1. Admixtures
- G. Research/Evaluation Reports: For lightweight insulating concrete

1.06 QUALITY ASSURANCE

- A. Installer Qualifications: A firm that is approved by lightweight insulating concrete manufacturer
- B. Fire test Response Characteristics: Where lightweight insulating concrete is part of a fire resistance roof-deck assembly, provide lightweight insulating concrete identical to that used in assemblies tested for fire resistance per ASTM E 119 by a testing agency acceptable to authorities having jurisdiction.
  - 1. Fire-Resistance Ratings: Indicated by design designations from UL's "Fire Resistance Directory," from ITS "Directory of listed Products," or from listings of another testing and inspecting agency.

1.07 CONTRACTOR USE OF PREMISES

Reference Special Conditions

1.08 DELIVERY, STORAGE, AND HANDLING

- A. Store materials in their original tightly sealed or unopened containers clearly labeled with manufacturer's brand name and identifying reference numbers.
- B. Store materials in a neat, safe manner, so as not to exceed allowable live load of storage area, and out of weather in a clean dry area
- C. Remove materials damaged from handling or storage, including damaged material such as wet insulation.
- D. Comply with fire and safety regulations.
- E. Do not use cement that shows indications of moisture damage, caking, or other deterioration.

1.09 PROJECT CONDITIONS

- A. Do not place lightweight insulating concrete unless ambient temperature is 40 degrees F and rising.
- B. Do not place lightweight insulating concrete during rain or snow or on surfaces covered with standing water, snow, or ice.
- C. Hazards control
  - 1. Store volatile materials in covered metal containers
  - 2. Prevent accumulation of wastes, which create hazardous conditions.
  - 3. Provide adequate ventilation during use of volatile or noxious substances.
- D. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
  - 1. Do not burn or bury rubbish and waste materials on project site.
  - 2. Do not dispose of volatile wastes, such as mineral spirits, oil, or paint thinner in storm or sanitary sewers.
  - 3. Do not dispose wastes into streams or waterways.
  - 4. Execute cleaning to ensure that building, grounds, and public properties are maintained free from accumulations of waste materials and rubbish.
  - 5. Wet down dry materials and rubbish to lay dust and prevent blowing dust
  - 6. At reasonable intervals during progress of Work, clean site and public properties, and dispose of waste materials, debris, and rubbish.
  - 7. Provide on-site containers for collection of waste materials, debris, and rubbish.
  - 8. Remove waste materials, debris, and rubbish from site and legally dispose of at public or private dumping area, off Owner's property.
  - 9. Schedule cleaning operations so dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces
  - 10. Owner to assume responsibility for cleaning as of Owner's final acceptance of project

11. At no time is removed roofing, insulation, or other material be stored at job site overnight.

#### 1.10 GUARANTY

- A. Entire installation of lightweight insulating concrete shall include a ten year labor and materials warranty. Insulation system warranty shall include composite roof deck system consisting of pre-generated foam and polystyrene insulation panels. All repair or replacement costs covered under guarantee shall be borne by insulation system manufacturer. Guarantee shall be a term type, without deductibles or limitations on coverage amount, and be issued at no additional cost to Owner. Specific items covered during term of insulation system warranty include:
  1. Actual resistance to heat flow through roof insulation will be at least 80% of design thermal resistance, provided that roofing membrane is free of leaks.
  2. Roof insulation will remain in a re-roofing condition should roof membrane require replacement (excluding damage caused by fastener pullout during removal of old membrane.)
  3. Insulating Concrete Warranty will not limit, by geographic location, Owners rights for claims, actions, and/or proceedings.
  4. Roof insulation material will not cause structural damage to building as a result of expansion from thermal or chemical action.

#### 1.11 CONSULTANT

A representative may be employed by Owner to observe Work under this section. Presence of this representative is for Owner's interest and any information or assistance furnished by representative shall not relieve contractor of responsibilities for Work. Contractor shall provide reasonable notification to representative whenever Work is being done to arrange observations.

### PART 2 - PRODUCTS

#### 2.01 MANUFACTURER

- A. Provide a lightweight insulating concrete roof insulation system incorporating vermiculite aggregate and expanded polystyrene board. Subject to compliance with requirements, manufacturers offering products that maybe incorporated into Work include, but are not limited to, following:
  1. Siplast, NVS System

#### 2.02 MATERIALS

- A. Cementitious Material: Portland cement, ASTM C 150, Type I or III.
- B. Vermiculite Aggregate: Vermiculite concrete aggregate conforming to ASTM C332
- C. Water: Clean, potable
- D. Molded Polystyrene Insulation Board: ASTM C 578, Type I, 1.0 –lb/cu. Ft. minimum density.
  1. Starting thickness of polystyrene insulation to be 2.0-inches. Provide units with keying slots of approximately 3 percent of board's gross surface area.
  2. Install lightweight insulating concrete at ¼-inch per foot slope the first six feet from each roof drain and from each roof scupper and at 1/8-inch per foot slope on remainder of roof area.

#### 2.03 DESIGN MIXTURES

- A. Prepare design mixtures for each type and strength of lightweight insulating concrete by laboratory trial batch method or by field test method. For trial batch method, use a qualified independent testing agency for preparing and reporting proposed mixture designs.
- B. Limit water-soluble chloride ions to maximum percentage by weight of cement or Cementitious material permitted by ACI 301.

- C. Mix Portland cement and vermiculite concrete aggregate in 1:3.5 volume ratio with water to achieve a wet density rating from 60-80 pcf, resulting in a minimum compressive strength of 300 psi.

## PART 3 EXECUTION

### 3.01 ACCEPTABLE INSTALLERS

- A. To perform Work of this section, not less than five years of successful experience in installation of lightweight insulating concrete systems required for this project.
- B. Maintain full-time supervisor/foreman at job site when Work in progress.

### 3.02 EXAMINATION

- A. Examine surfaces for adequate anchorage, foreign materials, moisture, and other conditions which would adversely affect roofing application and performance.
- B. Responsible for preparing adequate surfaces to receive new system
- C. Prepare written documentation of conditions, which may be, detrimental to completion or performance of specified Work before commencing such Work. Work shall not start until defects have been corrected.
- D. Photograph interior and exterior equipment and surrounding areas before and after completion of construction, which might be misconstrued as damage, related to demolition operations. File photographs with Owner's representative.

### 3.03 PREPARATION

- A. Protection shall be provided for, but not necessarily limited to following:
  - 1. Lawn area and adjacent structures
  - 2. Building walls, windows, etc.
  - 3. Building equipment
  - 4. Building interior, including contents
- B. Take all precautions necessary to keep noise, vibration, and dust to minimum to interior to avoid halting or disrupting normal business.
- C. Protection shall be defined as minimum requirements necessary to ensure that when project is completed, Owner's property will be left in same condition as it was when project started.
- D. Protect building interior from elements at all times. One representative from Contractor shall be available in two-hour' notice should an emergency occur.

### 3.04 MIXING AND PLACING

- A. Mix and place lightweight insulating concrete according to manufacturer's written instructions, using equipment and procedures to avoid segregation of mixture and loss of air content.
- B. Install insulation board according to lightweight insulating concrete manufacturer's written instructions. Place insulation board in wet, lightweight insulating concrete slurry poured a minimum of 1/8-inch over structural substrate. Ensure full contact of insulation board with slurry. Stagger joints and tightly butt insulation boards.
  - 1. Install insulation board in a stair-step configuration with a maximum step down of 1.0-inches.
  - 2. Where insulation board is not used provide 1.0-inch minimum thickness over structural deck.
- C. Deposit and screed lightweight insulating concrete in a continuous operation until an entire panel or

section of roof area is completed. Do not vibrate or Work mix except for screeding or floating. Place to depths and slopes indicated (1/8-inch per foot). Cover insulation with a minimum of 1-inch of insulating concrete for finished surface.

- D. Finish top surface smooth, free of ridges and depressions, and maintain surface in a condition to receive subsequent roofing system.
- E. Begin curing operations immediately after placement and air cure for not less than three days according to manufacturer's written instructions.
- F. If ambient temperature falls below 32 degrees F, protect lightweight insulating concrete from freezing and maintain temperature recommended by manufacturer for 72 hours after placement.

### 3.05 FIELD QUALITY CONTROL

- A. Testing Agency: Owner may engage a qualified independent testing and inspection agency to sample materials, perform field tests and inspections, and prepare reports.
- B. Testing of samples of lightweight insulating concrete obtained according to ASTM C 172, except as modified by ASTM C 495, shall be performed according to following requirements.
  - 1. Determine as cast unit weight during each hour of placement, according to ASTM C 138/C 138M.
  - 2. Determine oven dry unit weight and compressive strength according to ASTM C 495. Make a set of at least six molds for each day's placement, but not less than one set of molds for each 5,000 sq. ft. of roof area.
  - 3. Perform additional tests when test results indicate as cast unit weight, oven dry unit weight, compressive strength, or other requirements have not been met.
    - a. Retest cast-in-place lightweight insulating concrete according to ASTM C 513 for oven dry unit weight and compressive strength.
  - 4. Roofing Contractor to conduct a base ply fastener pull three or more days following application of lightweight insulating concrete to ensure a minimum withdrawal resistance of 40 pounds per fastener. Fastener pull test to be conducted with Owner's representative present. Contractor to perform a minimum one-pull test per 1,500 square feet of light weight insulating concrete (minimum of four per roof area). Provide written report of pull test results to Owners Representative prior to installation of base sheet. Pull tests to be conducted with owner's representative present.

### 3.06 DEFECTIVE WORK

- A. Refinish, or remove and replace, lightweight insulating concrete if surfaces are excessively scaled or too rough to receive roofing according to roofing membrane manufacturer's written requirements.
- B. Remove and replace lightweight insulating concrete that fails to comply with requirements.

### 3.07 CLEAN UP AND DAMAGE REPAIR

Existing items, structures or areas damaged during course of construction Work to be repaired/restored to a condition equal or better than it was before commencement of Work.

END OF SECTION 03521



SECTION 04910

MASONRY SEALANT RESTORATION

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. Extent of masonry sealant restoration work as indicated on plans.
- B. Masonry sealant restoration work includes the following:
  - 1. Replacing concrete wall panel sealant joints
  - 2. Replacing identified wall opening sealant joints
  - 3. Miscellaneous sealant replacement as indicated

1.02 DELIVERY, STORAGE AND HANDLING:

- A. Deliver other materials to site in manufacturer's original and unopened containers and packaging, bearing labels as to type and names of products and manufacturers.
- B. Store in a dry location or in waterproof containers. Keep containers tightly closed and away from open flames. Protect liquid components from freezing. Comply with manufacturer's recommendations for minimum and maximum temperature requirements for storage.

1.03 PROJECT CONDITIONS:

- A. Do not proceed with sealant replacement until all manufacturers' conditions are in compliance.
  - 1. Approved temperatures.
  - 2. Curing of substrate.

1.04 SUBMITTALS

- A. Submit product data and sealant color charts.
- B. Submit written description for the restoration process, use of scaffolding and swing staging, protection of surrounding materials during operation.

1.05 QUALITY ASSURANCE

- A. Contractor shall be an experienced masonry restoration firm, specializing in the type of work required for this project.
- B. An experienced masonry restoration supervisor shall be on the job site during all times that masonry restoration is in progress.

PART 2 - PRODUCTS

2.01 JOINT CLEANERS

Non-corrosive, non-staining type, recommended by sealant manufacturer to suit application, compatible with joint forming materials.

2.02 PRIMER

Non-staining type, as recommended by sealant manufacturer for applicable substrate, and reviewed by

Consultant.

## 2.03 JOINT BACKING

- A. Backer Rod: ASTM D 1056, Type 2 closed cell polyethylene, Class as recommended by sealant manufacturer, round rod; non-gassing when punctured, unless otherwise recommended by sealant manufacturer.
  - 1. Use a size that will compress 25 percent.
  - 2. As recommended by sealant manufacturer and reviewed by Consultant.
- B. Bond Breaker Tape: Pressure sensitive tape, recommended by sealant manufacturer to suit application.

## 2.04 SEALANT

- A. Masonry Repairs  
One-part, neutral curing, low modulus silicone sealant. Federal specification TT-S-1543A and TT-S-230C, Class A, CGSB-19GP-9, ASTM C 920, Class 25, Type S, Grade NS
- B. Manufacturer
  - 1. Pecora 864
  - 2. GE SilPruf
  - 3. Approved equal
- C. Color to be selected by Owner from manufacturer's standard colors.

## PART 3 - EXECUTION

### 3.01 PREPARATION:

Protect persons, motor vehicles, surrounding surfaces of building during sealant restoration work.

### 3.02 JOINT RESTORATION

- A. The Work of this item includes:
  - 1. Replace existing sealant joints between wall and window frames.
  - 2. Replace existing sealant at concrete panel joints.
- B. Remove any existing backer rod and sealant from the joints.
- C. Clean joints by removing foreign matter and contaminants such as oil, dust, grease moisture, surface dirt, and old sealant which might impair adhesion of new sealant. Dust, loose particles, etc. should be blown out of joints with oil-free compressed air or vacuum cleaned. Cleaning of all surfaces should be done on the same day on which the sealant is applied.
- D. Prime joint surfaces as recommended by sealant manufacturer.
- E. Backer rod
  - 1. Verify joint backing and release tapes are compatible with sealants.
  - 2. Install joint backing using blunt instrument to avoid puncturing backing material, to achieve a neck dimension no greater than 1/3 the joint width.
  - 3. Do not leave voids or gaps between ends of joint backing units.
  - 4. Install bond breaker tape at locations where joint backing cannot be used.
  - 5. Do not install more joint backing or bond breaker than can be sealed in one working day.
- F. Sealant
  - 1. Install sealant in uniform, continuous ribbons without gaps, air pockets, ridges, or sags with complete "wetting" of joint bond surfaces equally of opposite sides.

2. Tool joints concave, slightly below adjoining surfaces.
3. Do not allow sealant or compounds to overflow or spill onto adjoining surfaces, or to migrate into voids of adjoining surfaces.
4. Cure sealants in accordance with sealant manufacturer's instructions.

END OF SECTION 04910

SECTION 07550

MODIFIED BITUMINOUS SHEET ROOFING

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Demolition of existing roofing and base flashing
- B. Installation of a new modified bitumen roof system

1.02 RELATED SECTIONS

Drawings and general provisions of Contract, including general and Supplementary Conditions and Division I Specification sections apply to this Section.

1.03 DESCRIPTION

Work includes all labor, material, and temporary facilities necessary to produce such construction. Construct Work under a single lump-sum contract. Specifically, this Section includes removal of existing roof system and installation of a new modified bitumen roofing membrane and associated flashing.

1.04 REFERENCE

- A. Except as modified and supplemented herein, follow published requirements and written recommendations of roofing manufacturer.
- B. Industry standards for roofing membranes shall be defined in "Manual of Roofing and Waterproofing" published by National Roofing Contractors Association (NRCA). Methods of application by industry standards for roofing membrane systems apply only when project manual does not address matter.
- C. Industry standards for sheet metal shall be defined in Architectural Sheet Metal Manual published by Sheet Metal and Air Conditioning Contractors National Association, Inc (SMACNA). Methods of application by industry standards for sheet metal apply only when project manual does not address matter.
- D. Specified materials have been rated by American Society for Testing Materials (ASTM) and Federal Specifications Standards (FSS).
- E. Occupational Safety and Health Administration (OSHA)
- F. Applicable codes, standards, and specifications of City and County of facility. Where conflict occurs, codes establishing requirements that are more stringent shall govern.
- G. All construction shall be in accordance with IBC 2000 building codes.

1.05 CONSTRUCTION SUBMITTALS

Reference General Requirements

1.06 QUALITY ASSURANCE

- A. Finished exterior roof system shall comply with Underwriters Laboratories (UL) Roof Assembly Classification UL Class A Fire Hazard Classification.
- B. Provide roofing materials, which have been evaluated and tested as a system by Factory Mutual

System (FM) for wind-uplift, and are listed in "Factory Mutual Approved Guide" for Class I-90 construction.

#### 1.07 CONTRACTOR USE OF PREMISES

- A. Limit use of site and premises to allow following:
  - 1. Owner occupancy
  - 2. Work by Owners separate contractors.
  - 3. Use of site and premise by public
- B. Storage of contractor's material, equipment, and tools is limited to primary area of construction activity, as determined by Owner.
- C. Access to site is limited to locations determined by Owner.
- D. Limit construction operations to areas noted on Drawings.
- E. Restrict construction activity to hours determined by Owner.
- F. Minimize disruption and inconvenience to publics' use of adjacent areas.
- G. Do not obstruct existing access and egress from adjacent site facilities.
- H. Tobacco Policy: Owner prohibits use of tobacco products in its facilities and on its property. Contractor shall enforce policy with contractor's employees and subcontractors.
- I. Contractor's Duties
  - 1. Except as specifically noted, provide and pay for labor, materials, equipment, tools, construction equipment, machinery, water, heat, utilities, and other facilities and services necessary for proper execution and completion of Work.
  - 2. Secure and pay for, as necessary for proper execution and completion of Work, and as applicable at time of receipt of bids, permits, government fees, taxes, and licenses.
  - 3. Give required notices.
  - 4. Promptly submit written notice to consultant of observed variance of contract documents from legal requirements. Assume responsibility for Work known to be contrary to such requirements, without notice.
  - 5. Comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities, which bear on performance of Work.
  - 6. Upon removal of existing roofing and flashing, all counter flashing, vents, pitch pans and other items not noted for reuse will become property of contractor. Contractor is responsible for removal from site of all items removed from roof.
  - 7. Contractor to have sole responsibility for accuracy of all measurements and for estimate of material quantities required to satisfy requirements of Contract Documents.

#### 1.08 REQUIREMENTS

- A. Construct Work to accommodate Owner's occupancy requirements during construction period.
  - 1. Owner will occupy existing facility during entire construction period for conducting Owner's normal operations.
  - 2. Cooperate with Owner to minimize conflict, and to facilitate Owners operations.
  - 3. Coordinate construction schedule and operations with Owner and consultant.
- B. Cooperate with Owner to minimize conflict and to facilitate Owners operations, including but not limited to following.
  - 1. Maintain existing facility free from construction debris, waste, dirt and dust.
  - 2. Do not allow existing facility equipment and services to become non-operational due to construction activity.
  - 3. Do not allow access to Site and existing facility to become blocked by construction activity.

#### 1.09 DELIVERY, STORAGE, AND HANDLING

- A. Store materials in their original tightly sealed or unopened containers clearly labeled with manufacturer's brand name and identifying reference numbers.
- B. Store materials in a neat, safe manner, so as not to exceed allowable live load of storage area, and out of weather in a clean dry area
- C. Remove materials damaged from handling or storage, including damaged material such as wet insulation.
- D. Comply with fire and safety regulations.

#### 1.10 PROJECT CONDITIONS

- A. Apply roofing in dry weather.
- B. If newly constructed roof becomes wet due to rainstorms, faulty water cut-off, or other reasons, remove and dispose of all wet materials, dry affected roof area, and re-construct roof in accordance with specifications at no cost to Owner.
- C. Roof surface to be free of ponded water, ice, or snow before installing new roof system
- D. Hazards control
  - 1. Store volatile materials in covered metal containers
  - 2. Prevent accumulation of wastes, which create hazardous conditions.
  - 3. Provide adequate ventilation during use of volatile or noxious substances.
- E. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
  - 1. Do not burn or bury rubbish and waste materials on project site.
  - 2. Do not dispose of volatile wastes, such as mineral spirits, oil, or paint thinner in storm or sanitary sewers.
  - 3. Do not dispose wastes into streams or waterways.
  - 4. Execute cleaning to ensure that building, grounds, and public properties are maintained free from accumulations of waste materials and rubbish.
  - 5. Wet down dry materials and rubbish to lay dust and prevent blowing dust
  - 6. At reasonable intervals during progress of Work, clean site and public properties, and dispose of waste materials, debris, and rubbish.
  - 7. Provide on-site containers for collection of waste materials, debris, and rubbish.
  - 8. Remove waste materials, debris, and rubbish from site and legally dispose of at public or private dumping area, off Owner's property.
  - 9. Schedule cleaning operations so dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces
  - 10. Owner to assume responsibility for cleaning as of Owner's final acceptance of project
  - 11. At no time is removed roofing, insulation, or other material be stored at job site overnight.

#### 1.11 MANUFACTURER GUARANTY (ROOF MEMBRANE)

Entire installation of roofing and flashing work shall be of quality required for acceptance by membrane manufacturer in order to obtain a twenty-year Full Systems No Dollar Limit material and workmanship guaranty. Provide guaranty from date of substantial completion of project. Manufacturers Guaranty to include a roof moisture survey conducted at substantial completion.

#### 1.12 CONTRACTOR GUARANTY (MATERIAL/WORKMANSHIP)

Provide two-year material and workmanship guaranty on form provided in these Documents.

## 1.13 CONSULTANT

A representative may be employed by Owner to observe Work under this Section. Presence of this representative is for Owner's interest and any information or assistance furnished by representative shall not relieve contractor of responsibilities for Work. Contractor shall provide reasonable notification to representative whenever Work is being done to arrange observations.

## PART 2 - PRODUCTS

### 2.01 MANUFACTURERS

- A. Provide primary roofing products including each type of roofing felt, bitumen, and flashings, successfully produced by a manufacturer, which has produced that type of product for not less than five years. Provide secondary products recommended by primary manufacturer. Provide materials that are compatible with existing conditions and with each other. Provide asbestos free materials.
- B. Manufacturers: Equal products of manufacturers listed will be reviewed for acceptance:
  - 1. Firestone Building Products
  - 2. GAF Materials Corporation
  - 3. Johns Manville
  - 4. Derbigum Americas, Inc.

### 2.02 ROOF SYSTEM MATERIALS

- A. Vapor Retarder
  - 1. ASTM D6164 SBS, Grade S, Type I, minimum 120 mil thickness or ASTM D5147 APP, Grade S, minimum 120 mil thickness.
  - 2. ASTM E136 base board (1/2-inch), fiberglass mats, gypsum non-combustible core, minimum 500 p.s.i. compressive strength (mechanically attach to all metal deck areas).
- B. Venting Base Sheet
  - 1. ASTM D 4897 Type II.
- C. Insulation
  - 1. Preformed Perlite Cant: ASTM C728 minimum 4-inch wide x 1-inch thick.
- D. Membrane
  - 1. Base Ply Membrane Field/Flashing, (one of the following):
    - a. ASTM D6164 SBS polyester reinforcement, Grade S, Type I or Type II (min. 120 mil thickness).
    - b. ASTM D6223 APP dual reinforcement (polyester and glass fiber), Grade S, Type I (min. 120 mil thickness).
  - 2. Surface Membrane Field/Flashing (white, provide one of the following based on base ply):
    - a. ASTM D6164 SBS polyester reinforcement, grade G, Type II (min. 250 gram mat or minimum 155 mil thickness), FR-fire rated.
    - b. ASTM D6223 dual reinforcement (polyester and glass fiber), Grade G, Type II (min. 250 gram mat or minimum 155 mil thickness), FR-fire rated.
- E. Adhesive
  - 1. Asphalt Primer: ASTM D41
  - 2. Dual component reaction cure polyurethane or urethane as accepted by the roofing membrane manufacturer
  - 3. ASTM D3019 Type III grade 2 cold modified bitumen membrane adhesive
  - 4. ASTM D4586 trowel grade cold modified bitumen flashing membrane adhesive
- F. Fasteners
  - 1. Base sheet fastener: On gypsum roof deck use mechanical fastener required by roof system





insulation, roof membrane, surfacing, flashing, and temporary roof walkways for protection of roof system during construction only.

### 3.02 EXAMINATION

- A. Examine surfaces for adequate anchorage, foreign materials, moisture, and other conditions which would adversely affect roofing application and performance.
- B. Responsible for preparing adequate surfaces to receive new system
- C. Prepare written documentation of conditions, which may be, detrimental to completion or performance of specified Work before commencing such Work. Work shall not start until defects have been corrected.
- D. Photograph interior and exterior equipment and surrounding areas before and after completion of construction, which might be misconstrued as damage, related to demolition operations. File photographs with Owner's representative.

### 3.03 PREPARATION

- A. Protection shall be provided for, but not necessarily limited to following:
  - 1. Lawn area and adjacent structures
  - 2. Building walls, windows, etc.
  - 3. Building equipment
  - 4. Building interior, including contents
- B. Take all precautions necessary to keep noise, vibration, and dust to minimum to interior to avoid halting or disrupting normal business.
- C. Protection shall be defined as minimum requirements necessary to ensure that when project is completed, Owner's property will be left in same condition as it was when project started.
- D. Protect building interior from elements at all times. One representative from Contractor shall be available in two-hour' notice should an emergency occur.
- E. Roof Tear Off
  - 1. Provide minimum of 48 hours advance notice to Owner of demolition above selected areas to receive dust protection.
  - 2. Provide temporary barricades and other forms of protection to protect Owner's personnel and public from injury due to demolition Work.
  - 3. Protect from damage existing finish Work that is to remain in place and becomes exposed during demolition operations.
  - 4. Remove existing roofing (where designated), insulation, flashings, and sheet metal to deck.
  - 5. Clear roof drains of any material that would restrict drainage.
  - 6. Perform demolition Work in a systematic manner.
  - 7. Protect against material or debris dropping into building or damaging new roof membrane.

### 3.04 APPLICATION GENERAL

- A. Install in accordance with manufacturer's written specifications and recommended details.
- B. Surfaces to be thoroughly dry before application.
- C. Inspection to be made by responsible representative of manufacturer during application and after completion
- D. When application is begun, total system to be completed before end of day and before being wet by elements

- E. Install water cut-off at completion of each day's Work and remove upon resumption of Work.
- F. Precautions to be taken to protect membrane from punctures
- G. Cold adhesive applied per manufacturer's recommendations.
- H. Shingle plies in proper direction to shed water. Install ply sheets uniformly to achieve required number of plies. Precautions shall be taken to protect membrane from punctures.
- I. Protect membrane from spillage and prevent liquid materials from entering or clogging drains and conductors. Replace/restore membrane damaged by other trades.
- J. Temporary Walkway Protection: Provide adequate protection for membranes.

### 3.05 INSTALLATION OF ROOFING SYSTEM

- A. Roof areas A, C, E, F, G1, H, I, O, P, Q, R, S, T and U
  1. Remove existing roof system to concrete roof deck.
  2. Remove existing roof drains and install new roof drains as specified. Install fiberglass insulation on bottom side of new roof drains as specified.
  3. Adhere one ply of modified bitumen base sheet to concrete roof deck with manufacturers cold adhesive. Heat-weld all laps.
  4. Install lightweight insulating concrete. Install lightweight insulating concrete at ¼-inch per foot slope the first six feet from each roof drain and at 1/8-inch per foot slope on remainder of roof area.
  5. Install gypsum-concrete patch to create new drain sumps. Sump to slope from edge of new lightweight insulating concrete to drain bowl.
  6. Mechanically attached one ply of venting glass fiber base sheet to lightweight insulating concrete
  7. Adhere field ply of membrane with manufacturers cold adhesive. Heat-weld all laps.
  8. Adhere field ply of flashing membrane by heat-welding (APP only) or with manufacturers cold adhesive. Heat-weld all laps.
  9. Adhere surface ply of field membrane with spray adhesive. Cut rolls of membrane into two equal lengths prior to installation. Embed additional granules; matching sheet color, into laps while adhesive is fluid. Heat-weld all laps.
  10. Adhere surface ply of flashing membrane by heat welding.
  11. Apply asphalt primer to all metal surfaces requiring strip-in ply. Adhere one strip-in ply of surface membrane with flashing adhesive or by heat welding.
  12. Install sheet metal per Section 07620.
- B. Areas B, D, and G2
  1. Remove existing roof system to metal roof deck.
  2. Mechanically attach one layer 0.5-inch base board to metal roof deck.
  3. Adhere one ply of modified bitumen base sheet to base board with manufacturers cold adhesive. Heat-weld all laps.
  4. Install lightweight insulating concrete. Install lightweight insulating concrete at ¼-inch per foot slope the first six feet from each scupper and at 1/8-inch per foot slope on remainder of roof area.
  5. Install gypsum-concrete patch to create new drain sumps. Sump to slope from edge of new lightweight insulating concrete to scupper.
  6. Mechanically attached one ply of venting glass fiber base sheet to lightweight insulating concrete
  7. Adhere field ply of membrane with manufacturers cold adhesive. Heat-weld all laps.
  8. Adhere field ply of flashing membrane by heat-welding (APP only) or with manufacturers cold adhesive. Heat-weld all laps.
  9. Adhere surface ply of field membrane with spray adhesive. Cut rolls of membrane into two equal lengths prior to installation. Embed additional granules; matching sheet color, into laps while adhesive is fluid. Heat-weld all laps.

10. Adhere surface ply of flashing membrane by heat welding.
11. Apply asphalt primer to all metal surfaces requiring strip-in ply. Adhere one strip-in ply of surface membrane with flashing adhesive or by heat welding.

### 3.06 INSTALLATION OF ROUGH CARPENTRY

- A. After a Section of old roofing has been removed, provide additional wood nailers to perimeters in thickness as detailed.
- B. On each building level, perimeter height shall be uniform and level.
- C. After a Section of old roofing has been removed, provide additional wood nailers to top of each curb to bring height of curb 8-inches above finished roof surface.
- D. Contractor is responsible for raising mechanical equipment.
- E. Attach wood 12-inches on center staggered. Fasteners shall penetrate a minimum of 1 1/4 inches.

### 3.07 INSTALLATION OF ROOF ACCESSORIES

- A. Liquid-Applied Flashing: Remove all asphalt, cements, and other coatings from metal surfaces to receive liquid-applied flashing. Prepare surfaces and apply liquid-applied flashing and fabric reinforcement materials per manufacturer's recommendations. Bare metal surfaces left exposed after flashing application shall be painted as specified.
- B. Fully adhere walkway protection membrane in continuous pieces to roof surfacing membrane. Walkway to be installed on all four sides of HVAC equipment, at hatches and door openings.

### 3.08 INSTALLATION OF PLUMBING

Roof Drain: Install a 30-inch glass fiber fabric mat, set in cold adhesive under field plies. Install field plies into drain. Install a 30-inch (square) 4-pound lead flashing set in cold adhesive, into drain. Surface membrane shall serve as strip in ply. Lead flashing to extend under clamping ring. Install new steel clamping ring bolts/clamps, strainers and clamping rings. Install glass fiber insulation to meet local code requirements on drain piping and drain body

### 3.09 PROTECTION OF EXISTING ROOFING

- A. Contractors whose activities require them to work on or travel across any roof area not specified for replacement are responsible for any damage to roof membrane, flashings, and insulation they create. The following are responsibilities of Contractor and guidelines for protecting roofing system not specified for replacement:
  1. As much as conditions permit, access to areas of work on roof should be direct as possible. Travel or transportation of materials across or on adjacent roofs must be avoided. If this is not possible, Contractor must review his/her plan to protect roofs from damage with Consultant and get authorization before proceeding. No demolition debris or materials are to be stored on existing roofs. Contractor is responsible for any damage caused by his activities on or around adjacent roofs they come in contact with. Roof traffic must be kept to a minimum, using walkway systems when available and when not, by taking most direct, safe route possible
  2. As much as possible, all preparatory work, storage, and staging shall be completed on ground. At Work areas and where it is necessary to move equipment or materials across existing roof areas not being replaced, a 1/2" minimum exterior grade plywood shall be adhered to a 1" minimum extruded polystyrene insulation board to protect roof. This protection must extend well beyond staging or Work area. When cutting, grinding or welding, protective blankets must be laid over protection boards. Care must be taken to prevent protection layer from being dislodged by wind. If protection will be in place for an extended time, plywood shall be used and strapped together with a 6" wide, 24 gauge

galvanized, and continuous metal flashing secured with screws. Ensure that screws only penetrate bottom of plywood 1/4".

3. If Contractor damages roofing system, immediately contact Consultant to review damage and determine procedure necessary for permanent repairs.

### 3.10 INSPECTION

- A. Repair/replace deteriorated/defective Work found at time of final inspection and repair/replace roofing and associated Work to a condition free of damage and deterioration at time of substantial completion
- B. Upon completion of installation, an inspection to be made by representative of membrane manufacturer to ascertain roofing system has been installed according to manufacturer's current published specifications. Upon completion of inspection, manufacturer's representative shall submit to Owner a written report of their findings.

### 3.11 CLEAN UP AND DAMAGE REPAIR

Existing items, structures or areas damaged during course of construction Work to be repaired/restored to a condition equal or better than it was before commencement of Work. Upon completion of roof system, contractor shall remove all excess granules by "power-blowing" entire roof system.

END OF SECTION 07550

## SECTION 07620

### SHEET METAL FLASHING AND TRIM

#### PART 1 - GENERAL

##### 1.01 WORK INCLUDED

- A. Demolition of existing roofing sheet metal
- B. Installation of new sheet metal

##### 1.02 RELATED SECTIONS

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division I Specification Sections apply to this Section.

##### 1.03 DESCRIPTION

This Section includes removal of existing sheet metal designated for disposal and installation of new sheet metal.

##### 1.04 REFERENCE

- A. Except as modified and supplemented herein, follow the published requirements and written recommendations of the membrane manufacturer and others. Methods of application by industry standards for roofing membrane systems apply only when this project manual does not address the matter. Industry standards for roofing membranes shall be defined in the "Manual of Roofing and Waterproofing" published by the National Roofing Contractors Association (NRCA).
- B. Except as modified and supplemented herein, follow the published requirements and written recommendations of the membrane manufacturers and others. Methods of application by industry standards for sheet metal apply only when this project manual does not address the matter. Industry standards for sheet metal shall be defined in the Architectural Sheet Metal Manual published by the Sheet Metal and Air Conditioning Contractors National Association, Inc (SMACNA).
- C. Specified materials have been rated by American Society for Testing Materials (ASTM) and Federal Specifications Standards (FSS).
- D. Occupational Safety and Health Administration (OSHA)
- E. Applicable codes, standards, and specifications of City and County of project location. Where conflict occurs, codes establishing requirements that are more stringent shall govern.

##### 1.05 PERFORMANCE REQUIREMENTS

- A. General: Install sheet metal flashing and trim to withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failing.
- B. Fabricate and install flashings at roof edges and fascia systems to comply with recommendations of FM Loss prevention Data Sheets 1-49 for following wind zone:
  - 1. Wind Zone 1: Wind pressure of 21 to 30 psf.

##### 1.06 CONSTRUCTION SUBMITTALS

- A. Submittal Procedure-Reference General Requirements

B. Sheet Metal Submittals-Reference General Requirements

C. Shop Drawings-Reference General Requirements

#### 1.07 QUALITY ASSURANCE

Installation of sheet metal flashing and components shall meet specified wind uplift requirements listed in thermal and moisture protection Section.

#### 1.08 CONTRACTOR USE OF PREMISES

A. Limit use of site and premises to allow following:

1. Owner occupancy
2. Work by Owners separate contractors
3. Use of site and premises by public

B. Storage of contractor's material, equipment, and tools is limited to primary area of construction activity, as determined by Owner.

C. Access to site is limited to locations determined by Owner.

D. Limit construction operations to areas noted on Drawings.

E. Restrict construction activity to hours determined by Owner.

F. Minimize disruption and inconvenience to publics' use of adjacent areas.

G. Do not obstruct existing access and egress from adjacent site facilities.

H. Tobacco Policy: Owner prohibits use of tobacco products in its facilities and on its property. Contractor shall enforce policy with contractor's employees and subcontractors.

I. Contractor's Duties

1. Except as specifically noted, provide and pay for labor, materials, equipment, tools, construction equipment, machinery, water, heat, utilities, and other facilities and services necessary for proper execution and completion of Work.
2. Secure and pay for, as necessary for proper execution and completion of Work, and as applicable at time of receipt of bids, permits, government fees, taxes, and licenses.
3. Give required notices.
4. Promptly submit written notice to Consultant of observed variance of contract documents from legal requirements. Assume responsibility for Work known to be contrary to such requirements, without notice.
5. Comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities, which bear on performance of Work.
6. Upon removal of existing components and other items not noted for reuse will become property of contractor. Contractor is responsible for removal from site of all items removed.
7. Contractor to have sole responsibility for accuracy of all measurements and for estimate of material quantities required to satisfy requirements of Contract Documents.

#### 1.09 COORDINATION

A. Construct Work to accommodate Owner's occupancy requirements during construction period.

1. Owner will occupy existing facility during entire construction period for conducting Owner's normal operations.
2. Cooperate with Owner to minimize conflict, and to facilitate Owners operations.
3. Coordinate construction schedule and operations with Owner and Consultant.

B. Cooperate with Owner to minimize conflict and to facilitate Owners operations, including but not

limited to following.

1. Maintain existing facility free from construction debris, waste, dirt, and dust.
2. Do not allow existing facility equipment and services to become non-operational due to construction activity.
3. Do not allow access to Site and existing facility to become blocked by construction activity.

#### 1.10 DELIVERY, STORAGE, AND HANDLING

- A. Materials to be stored in a neat, safe manner, so as not to exceed allowable live load of storage area, and out of weather in a clean dry area
- B. Any materials damaged from handling or storage is not to be used and removed from site.
- C. Comply with safety regulations.

#### 1.11 PROJECT CONDITIONS

- A. Hazards control
  1. Store volatile materials in covered metal containers
  2. Prevent accumulation of wastes, which create hazardous conditions.
  3. Provide adequate ventilation during use of volatile or noxious substances.
- B. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
  1. Do not burn or bury rubbish and waste materials on project site.
  2. Do not dispose of volatile wastes, such as mineral spirits, oil, or paint thinner in storm or sanitary sewers.
  3. Do not dispose wastes into streams or waterways.
  4. Execute cleaning to ensure that building, grounds, and public properties are maintained free from accumulations of waste materials and rubbish.
  5. Wet down dry materials and rubbish to lay dust and prevent blowing dust
  6. At reasonable intervals during progress of Work, clean site and public properties, and dispose of waste materials, debris, and rubbish.
  7. Provide on-site containers for collection of waste materials, debris, and rubbish.
  8. Remove waste materials, debris, and rubbish from site and legally dispose of at public or private dumping area, off Owner's property.
  9. Schedule cleaning operations so dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces
  10. Owner will assume responsibility for cleaning as of time of Owner's final acceptance of project.

#### 1.12 GUARANTY

- A. Provide manufacturer's twenty-year guaranty on metal finish against fading, chalking, blistering, peeling, and chipping.
- B. Provide two-year Contractor's guaranty on form provided in these Documents.

#### 1.13 CONSULTANT

A representative may be employed by Owner to observe Work under this Section. Presence of this representative is for Owner's interest and any information or assistance furnished by representative does not relieve Contractor of responsibilities for Work. Contractor shall provide reasonable notification to representative whenever Work is being done in sufficient time to arrange observations.

## PART 2 - PRODUCTS

### 2.01 MANUFACTURER:

- A. Manufacturers:
  - 1. AEP Span
  - 2. Berridge Manufacturing
  - 3. Firestone Metal Products
  - 4. Peterson Aluminum Corp.

## 2.02 MATERIALS

- A. Pre-finished Steel: ASTM A 527, 22 gauge, 70% Kynar Coated finish, Zinc-coated Steel, with 1.0 mil thickness coating. Owner shall select color from manufacturer's standard colors.
- B. Zinc-Coated Steel: (galvanized) ASTM A-526, 20 gauge, with 0.20% copper, G90 hot-dip galvanized.
- C. Stainless Steel: Type 302, Mill Rolled No. 2D or 2B, 24 gage
- D. Pourable Sealer: ASTM D 0412, two components, 100 percent polyurethane
- E. Solder for Sheet Metal: ASTM B 32, 50/50 tin/lead type for tinning and soldering joints; use rosin flux.

## 2.03 FABRICATED SHEET METAL

- A. Metal Work to be shop fabricated to configurations and forms in accordance with recognized sheet metal practices.
- B. All accessories or items essential to completeness of sheet metal installation, whether specifically indicated or not, are to be provided and of same material as item to which being applied
- C. Prefabricated units, as indicated, or standard manufactured units complying with requirements. Fabricate from sheet metal indicated.
- D. Vertical Sheet Metal Components
  - 1. Parapet coping: Continuous sheet membrane liner: 45 mil EPDM. Continuous cleat: 20 gage pre-finished metal. Non-exposed fastener: annular ring or barbed shank roofing nail. Coping: 22 gage pre-finished metal. Exposed metal fastener: stainless steel screw with neoprene washer
  - 2. Expansion Joint: 22 gage pre-finished metal
  - 3. Counter Flashing: 22 gage pre-finished metal
  - 4. Scupper: 26-gage stainless steel, soldered.
  - 5. Conductor head: 22-gage pre-finished metal
  - 6. Downspout: 22 gage pre-finished metal.
  - 7. Splash pan: 24 gauge stainless steel.
- E. Fasteners
  - 1. Exposed screw fasteners shall be 300 series alloy stainless steel with integrally bonded neoprene washers or Zinc Aluminum Cast head covers with integral neoprene gaskets.
  - 2. Exposed pop rivets shall be stainless steel, rivet, and mandrel, self-plugging type #44 - 1/8" diameter 1/4" grip range minimum. Exposed pop rivets shall be factory painted to match metal.
  - 3. Concealed fasteners for anchor clips shall be #10 -12 - 1" long pancake head #2 Phillips drive.
  - 4. Concealed fasteners for flashing attachment shall be #8 -15 - 1 1/4" long truss head #2 Phillips drive screw.
- F. Sheet Membrane Liner/Flexible Vapor Retarder
  - 1. .045 mil EPDM; use EPDM seam tape at all laps



## PART 3 - EXECUTION

### 3.01 ACCEPTABLE INSTALLERS

- A. To perform Work of this Section, contractor shall not have less than five years of successful experience in installation of sheet metal products similar to those required for this project. Contractor must be a member of Sheet Metal and Air Conditioning Contractors National Association, Inc (SMACNA).
- B. Maintain full-time supervisor/foreman at job site when Work is in progress.

### 3.02 EXAMINATION

- A. Examine surfaces for adequate anchorage, foreign materials, moisture, and other conditions which would adversely affect sheet metal application and performance.
- B. Responsible for preparing adequate surfaces to receive new sheet metal
- C. Prepare written documentation of conditions, which may be detrimental to completion or performance of specified Work before commencing such Work. Work shall not start until defects have been corrected.

### 3.03 PREPARATION

- A. Protection to be provided for, but not necessarily limited to following:
  - 1. Lawn area and adjacent structures
  - 2. Building walls, windows, etc.
  - 3. Building equipment
  - 4. Building interior, including contents
- B. Take all precautions necessary to keep noise, vibration, and dust to a minimum to interior to avoid halting or disrupting normal business.
- C. Protection to be defined as minimum requirements necessary to ensure that when project is completed, Owner's property will be left in same condition as it was when project started
- D. Protect building interior from elements at all times. One representative from Contractor is to be available in two-hour' notice should an emergency occur.

### 3.04 APPLICATION GENERAL

- A. Precautions to be taken to protect membrane from punctures
- B. Temporary Walkway Protection: Provide adequate protection for roofing membranes during sheet metal operation.
- C. Joints in sheet metal shall be lapped and sealant installed, unless otherwise specified.

### 3.05 INSTALLATION OF SHEET METAL

- A. General
  - 1. Protect contact areas of dissimilar metals with heavy asphaltic or other approved coating specifically made to stop electrolytic action.
  - 2. Install Work watertight, without waves, warps, buckles, fastening stress or distortion, allowing for expansion and contraction.
  - 3. Angle bottom edge of exposed vertical surfaces to form drip
  - 4. Install sheet metal to comply with SMACNA.
  - 5. Set all flanges in asphalt adhesive.

6. Fabricate Work according to SMACNA and NRCA recommendations, except where joint movement is necessary to provide 1-inch deep interlocking hooked flanges filled with asphalt adhesive.
7. Provide 4-inch primed flanges for setting on membrane for concealment by flashing ply.
8. Joints in sheet metal flashing shall be lapped and sealant installed unless otherwise specified.

B. Sheet Metal Installation

1. Counter Flashing: Fabricate and install counter flashing (all) per SMACNA 7th Ed. Attach sheet metal 12-inches on center. Fasteners shall penetrate a minimum of one inch.
2. Parapet Coping: Fabricate and install coping per SMACNA 7th Ed. FIG 3-1. Loose lay continuous sheet membrane liner over top of coping wall, extending over edges a minimum of 1-inch on both sides. Attach continuous cleat 12- inches on center. Attach metal coping 18-inches on center. Fasteners to penetrate a minimum of 1.0-inches. Joints shall be butt seam with backup plates. Backup plates shall be pre-finished and a minimum 6-inches wide.
3. Expansion Joint: Fabricate and install expansion joint per SMACNA 7th Ed. Attach sheet metal 12-inches on center. Fasteners shall penetrate a minimum of one inch.
4. Scupper/Conductor head: Fabricate and install through wall scupper and conductor head per SMACNA 7th Ed. FIG 1-26A.
5. Down spouts: Fabricate and install downspout per SMACNA 7th Ed. FIG 1-32E
6. Splash pans: Fabricated matching SMACNA figure 1-36 (7th ed.) a with a minimum of six corrugations. Install splash pans at all downspout locations that drain onto roof surfaces. Install splash pans in one part urethane adhesive.

END OF SECTION 07620

SECTION 07920

SEALANT AND CAULKING

PART 1 - GENERAL

1.01 WORK INCLUDED

Installation of new sheet metal and roof system sealants

1.02 RELATED SECTIONS

Drawings and general provisions of Contract, including general and Supplementary Conditions and Division I Specification Sections apply to this Section.

1.03 DESCRIPTION

Work includes all labor, material, and temporary facilities necessary to produce such construction. Construct Work under a single lump-sum contract. Specifically, this Section includes application of interior and exterior sealants.

1.04 REFERENCE

- A. Except as modified and supplemented herein, follow published requirements and written recommendations of roofing manufacturer.
- B. Industry standards for roofing membranes shall be defined in "Manual of Roofing and Waterproofing" published by National Roofing Contractors Association (NRCA). Methods of application by industry standards for roofing membrane systems apply only when project manual does not address matter.
- C. Industry standards for sheet metal shall be defined in Architectural Sheet Metal Manual published by Sheet Metal and Air Conditioning Contractors National Association, Inc (SMACNA). Methods of application by industry standards for sheet metal apply only when project manual does not address matter.
- D. Specified materials have been rated by American Society for Testing Materials (ASTM) and Federal Specifications Standards (FSS).
- E. Occupational Safety and Health Administration (OSHA)
- F. Applicable codes, standards, and specifications of City and County of facility. Where conflict occurs, codes establishing requirements that are more stringent shall govern.
- G. All construction shall be in accordance with IBC 2000 building codes.

1.05 CONSTRUCTION SUBMITTALS

- A. Submittal Procedure-Reference General Requirements
- B. Roofing Submittals-Reference General Requirements
- C. Shop Drawings-Reference General Requirements

1.06 CONTRACTOR USE OF PREMISES

- A. Limit use of site and premises to allow following:
  - 1. Owner occupancy

2. Work by Owners separate contractors.
  3. Use of site and premise by public
- B. Storage of contractor's material, equipment, and tools is limited to primary area of construction activity, as determined by Owner.
  - C. Access to site is limited to locations determined by Owner.
  - D. Limit construction operations to areas noted on Drawings.
  - E. Restrict construction activity to hours determined by Owner.
  - F. Minimize disruption and inconvenience to publics' use of adjacent areas.
  - G. Do not obstruct existing access and egress from adjacent site facilities.
  - H. Tobacco Policy: Owner prohibits use of tobacco products in its facilities and on its property. Contractor to enforce policy with contractor's employees and subcontractors
  - I. Contractor's Duties
    1. Except as specifically noted, provide and pay for labor, materials, equipment, tools, construction equipment, machinery, water, heat, utilities, and or facilities and services necessary for proper execution and completion of work.
    2. Secure and pay for, as necessary for proper execution and completion of work, and as applicable at time of receipt of bids, permits, government fees, taxes, and licenses.
    3. Give required notices.
    4. Promptly submit written notice to Consultant of observed variance of contract documents from legal requirements. Assume responsibility for work known to be contrary to such requirements, without notice.
    5. Comply with codes, ordinances, rules, regulations, orders and or legal requirements of public authorities, which bear on performance of work.
    6. Contractor to have sole responsibility for accuracy of all measurements and for estimate of material quantities required to satisfy requirements of Contract Documents.

#### 1.07 REQUIREMENTS

- A. Construct Work to accommodate Owner's occupancy requirements during construction period.
  1. Owner will occupy existing facility during entire construction period for conducting Owner's normal operations.
  2. Cooperate with Owner to minimize conflict, and to facilitate Owners operations.
  3. Coordinate construction schedule and operations with Owner and Consultant.
- B. Cooperate with Owner to minimize conflict and to facilitate Owners operations, including but not limited to following.
  1. Maintain existing facility free from construction debris, waste, dirt, and dust.
  2. Do not allow existing facility equipment and services to become non-operational due to construction activity.
  3. Do not allow access to Site and existing facility to become blocked by construction activity.

#### 1.08 DELIVERY, STORAGE, AND HANDLING

- A. Store materials in their original tightly sealed or unopened containers clearly labeled with manufacturer's brand name and identifying reference numbers.
- B. Store materials in a neat, safe manner, so as not to exceed allowable live load of storage area, and out of wear in a clean dry area
- C. Remove materials damaged from handling or storage, including damaged material such as wet

insulation.

D. Comply with fire and safety regulations.

#### 1.09 PROJECT CONDITIONS

A. Hazards control

1. Store volatile materials in covered metal containers
2. Prevent accumulation of wastes, which create hazardous conditions.
3. Provide adequate ventilation during use of volatile or noxious substances.

B. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.

1. Do not burn or bury rubbish and waste materials on project site.
2. Do not dispose of volatile wastes, such as mineral spirits, oil, or paint thinner in storm or sanitary sewers.
3. Do not dispose wastes into streams or waterways.
4. Execute cleaning to ensure that building, grounds, and public properties are maintained free from accumulations of waste materials and rubbish.
5. Wet down dry materials and rubbish to lay dust and prevent blowing dust
6. At reasonable intervals during progress of Work, clean site and public properties, and dispose of waste materials, debris, and rubbish
7. Provide on-site containers for collection of waste materials, debris, and rubbish.
8. Remove waste materials, debris, and rubbish from site and legally dispose of at public or private dumping area, off Owner's property.
9. Schedule cleaning operations so dust and or contaminants resulting from cleaning process will not fall on wet, newly painted surfaces
10. Owner to assume responsibility for cleaning as of Owner's final acceptance of project

#### 1.10 GUARANTY (MATERIAL/WORKMANSHIP)

Provide two-year material and workmanship guaranty on form provided in se Documents.

#### 1.11 CONSULTANT

A representative may be employed by Owner to observe Work under this Section. Presence of this representative is for Owner's interest and any information or assistance furnished by representative shall not relieve contractor of responsibilities for Work. Contractor to provide reasonable notification to representative whenever work is being done to arrange observations.

### PART 2 - PRODUCTS

#### 2.01 ELASTOMERIC SEALANT

A. Exterior Applications

1. Material: One-part urethane sealant, Federal Specification TT-S-00230C, Type II, Class A. ASTM C920-87, Type S, Grade NS, Class 25.
2. Color: To match new sheet metal flashing
  - a. Pecora Corporation
  - b. Sonneborn Div., ChemRex, Inc
  - c. Tremco, Inc

### PART 3 - EXECUTION

#### 3.01 EXAMINATION

Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for

joint configuration, installation tolerances, and or conditions affecting joint sealant performance. Do not proceed with installation of joint sealants until satisfactory conditions have been corrected.

### 3.02 PREPARATION

- A. Thoroughly cleans joints of all dirt, loose mortar, oil, grease, and or foreign materials, which may adversely affect sealant performance.
- B. Assure joints are thoroughly dry.
- C. Remove temporary protective coatings from metal using manufacturer's recommended cleaners.

### 3.03 APPLICATION

Apply sealant using manufacturer's recommended equipment. Fill joints solidly, remove excess compound with proper tool, leaving a smooth surface, and clean adjoining surfaces, tooled at right angles to sides of joint. Joints shall be watertight and wear tight. Fear edging of caulking joint is unacceptable. Properly tool sealant to assure adhesion to sides of joint and give correct bead configuration.

### 3.04 CLEANUP

Clean surfaces of all material adjoining caulked joints shall be cleaned of any smears of compound or or soiling due to caulking application.

### 3.05 PREOTECTION

Protect joint sealants during and after curing period from contact with contaminating substances of from damage resulting from construction operations or so that they are without deterioration or damage at time of substantial completion. If damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately and reseal joints with new materials to produce joint sealant installations with repaired areas indistinguishable from original work.

END OF SECTION 07920

SECTION 221426

FACILITY STORM DRAINAGE PIPING

PART1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

Section Includes: Roof drains and miscellaneous storm drainage piping specialties

1.03 ACTION SUBMITTALS

Product Data: For each type of product indicated.

1.04 QUALITY ASSURANCE

Drainage piping specialties shall bear label, stamp, or other markings of specified testing agency.

PART 2 - PRODUCTS

2.01 METAL ROOF DRAINS

- A. Cast-Iron, Small-Sump, General-Purpose Roof Drains
1. Basis-of-Design Product: Subject to compliance with requirements, provide **Zurn; ZC100-4**, or comparable product by approved Manufacturer.
  2. Standard: ASME A112.6.4, for general-purpose roof drains
  3. Body Material: Cast iron
  4. Dimension of Body: Nominal 8.0-inch diameter
  6. Combination Flashing Ring and Gravel Stop
  7. Outlet: Bottom
  8. Under deck Clamp: Required
  9. Sump Receiver Plate: Required
  10. Dome Material: Cast iron
  11. Size of drain pipe connection to match existing drain
  12. ASTM C547 Class I one-inch glass fiber pipe insulation
  13. 30-inch (square) 4-pound lead flashing set in cold adhesive, into drain
- B. PVC PIPE AND FITTINGS
1. Solid-Wall PVC Pipe: ASTM D 2665, drain, waste, and vent.
  2. PVC Socket Fittings: ASTM D 2665, made to ASTM D 3311, drain, waste, and vent patterns and to fit Schedule 40 pipe.
  3. Adhesive Primer: ASTM F 656
  4. Solvent Cement: ASTM D 2564

2.02 SPECIALTY PIPE FITTINGS

- A. Transition Couplings:
1. General Requirements: Fitting or device for joining piping with small differences in OD's or of different materials. Include end connections same size as and compatible with pipes to be joined.
  2. Fitting-Type Transition Couplings: Manufactured piping coupling or specified-piping-system fitting.

3. Unshielded, Non-pressure Transition Couplings:
  - B. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    1. Dallas Specialty & Mfg. Co.
    2. Fernco Inc.
    3. Mission Rubber Company; a division of MCP Industries, Inc.
    4. Plastic Oddities; a division of Diverse Corporate Technologies, Inc.
  - C. Standard: ASTM C 1173
  - D. Description: Elastomeric, sleeve-type, reducing or transition pattern. Include shear ring and corrosion-resistant-metal tension band and tightening mechanism on each end.
  - E. Sleeve Materials:
    1. For Cast-Iron Soil Pipes: ASTM C 564, rubber.
    2. For Plastic Pipes: ASTM F 477, elastomeric seal or ASTM D 5926, PVC.
    3. For Dissimilar Pipes: ASTM D 5926, PVC or other material compatible with pipe materials being joined.

### 3.01 EXECUTION

#### 3.01 ROOF DRAIN INSTALLATION

- A. Remove existing roof drains and replace with new specified roof drain to roof membrane manufacturer's written installation instructions.
- B. Install flashing collar or flange of roof drain to prevent leakage between drain and adjoining roofing. Maintain integrity of waterproof membranes where penetrated.
- C. Provide new roof drains in existing locations per drawings.

#### 3.02 PIPING INSTALLATION

- A. Remove and replace piping as required for the installation of new roof drains.
- B. Install piping to permit valve servicing.
- C. Install piping to match existing slopes.
- D. Install piping free of sags and bends.
- E. Install fittings for changes in direction and branch connections.
- F. Install piping to allow application of insulation.
- G. Make changes in direction for storm drainage piping using appropriate branches, bends, and long-sweep bends. Do not change direction of flow more than 90 degrees. Use proper size of standard increasers and reducers if pipes of different sizes are connected. Reducing size of drainage piping in direction of flow is prohibited.
- H. After new drains and connections have been completed re-insulate existing pipe matching the type and thickness of insulation removed.

#### 3.03 PROTECTION

- A. Protect drains during remainder of construction period to avoid clogging with dirt or debris and to prevent damage from traffic or construction work.



- B. Place plugs in ends of uncompleted piping at end of each day or when work stops.

END OF SECTION 221426

# **DRAWINGS**

# ROOF REPLACEMENT

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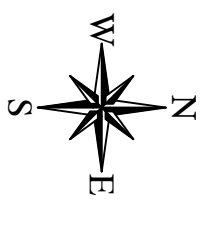
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710 N. 7th STREET  
KANSAS CITY, KS 66101

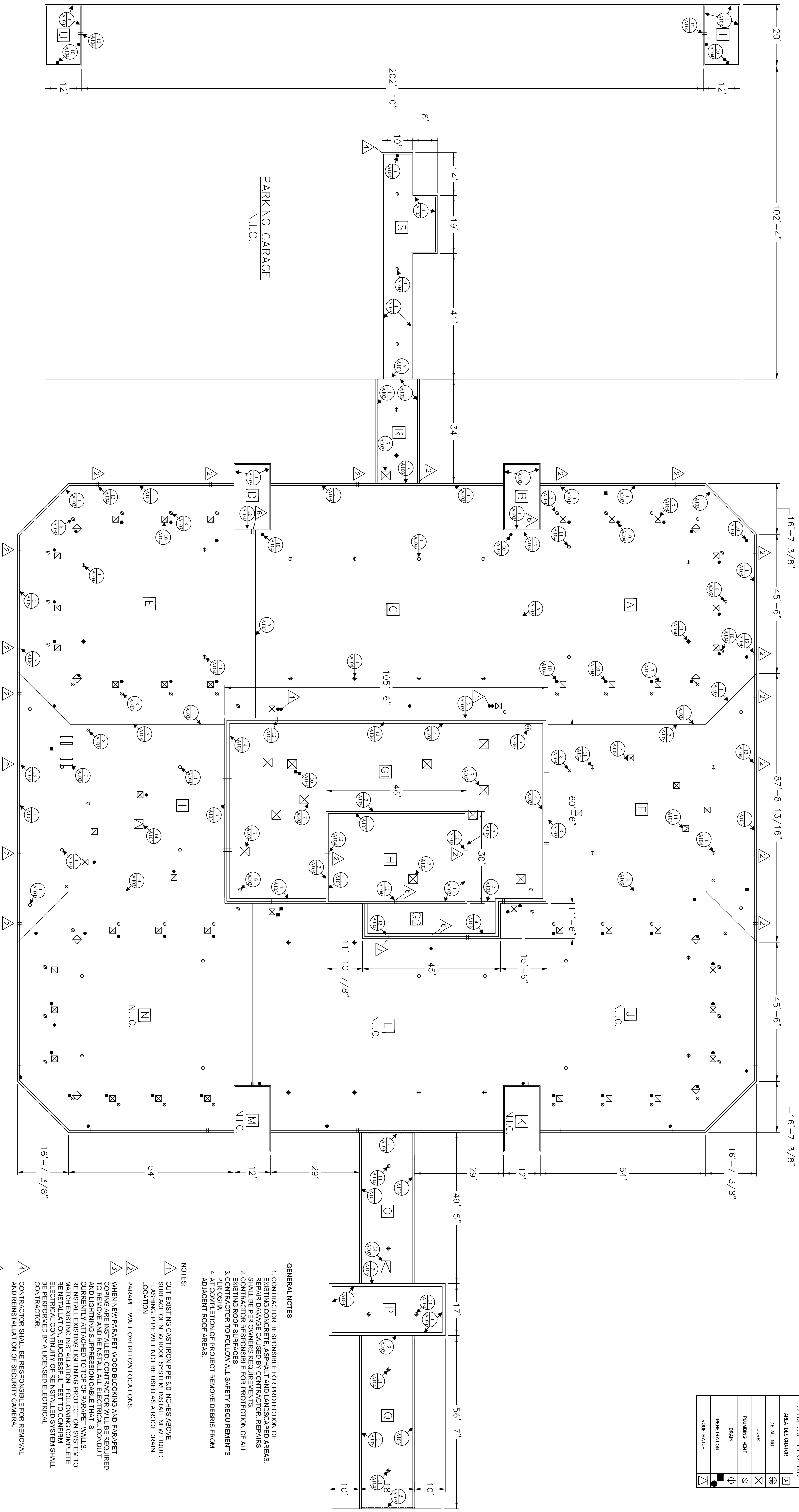
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A101	TAPER PLAN
A102	LIGHTING PROTECTION PLAN
A103	DETAILS
A104	DETAILS
A200	SOUTH ELEVATION
A201	NORTH ELEVATION
A202	EAST ELEVATION
A203	WEST ELEVATION



**RTI** Consultants  
22117 W. 83rd Street, Lenexa, KS 66227



SYMBOL LEGEND	
	AREA RESECTION
	DETAIL NO.
	CORE
	FLAMING VENT
	DRAIN
	PENETRATION
	ROOF HATCH



- GENERAL NOTES**
1. CONTRACTOR RESPONSIBLE FOR PROTECTION OF EXISTING CONCRETE, ASPHALT AND LANDSCAPED AREAS. REPAIR DAMAGE CAUSED BY CONTRACTOR. REPAIRS SHALL BE PER OWNERS REQUIREMENTS.
  2. CONTRACTOR RESPONSIBLE FOR PROTECTION OF ALL EXISTING ROOF SURFACES.
  3. CONTRACTOR TO FOLLOW ALL SAFETY REQUIREMENTS PER OSHA.
  4. AT COMPLETION OF PROJECT REMOVE DEBRIS FROM ADJACENT ROOF AREAS.

- NOTES:**
1. CUT EXISTING CAST IRON PIPE 6.0 INCHES ABOVE SURFACE OF NEW ROOF SYSTEM. INSTALL NEW LEAD PIPE. PIPE WILL NOT BE USED AS A ROOF DRAIN LOCATION.
  2. PARAPET WALL OVERFLOW LOCATIONS.
  3. WHEN NEW PARAPET WOOD BLOCKING AND PARAPET ROOFING IS INSTALLED, CONTRACTOR SHALL BE REQUIRED TO REINSTATE ALL EXISTING ELECTRICAL CONDUIT AND LIGHTING SUPPRESSION CABLE THAT IS CURRENTLY ATTACHED TO TOP OF PARAPET WALLS. REINSTALL EXISTING LIGHTNING PROTECTION SYSTEM TO MATCH EXISTING INSTALLATION. FOLLOWING COMPLETE REINSTALLATION, CONTRACTOR SHALL TEST TO CONFIRM PROTECTION SYSTEM IS OPERATIONAL. TESTING SHALL BE PERFORMED BY A LICENSED ELECTRICAL CONTRACTOR.
  4. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL AND REINSTALLATION OF SECURITY CAMERA.
  5. ROOF AREA G1 IS A STRUCTURAL CONCRETE ROOF DECK. ROOF AREA G2 IS A STRUCTURAL METAL ROOF DECK.
  6. LOWER EXISTING PARAPET WALL SCUPPER LOCATIONS TO TOP OF STRUCTURAL ROOF DECK.
  7. INSTALL NEW CONDUCTOR HEAD AND DOWNSPOUT.

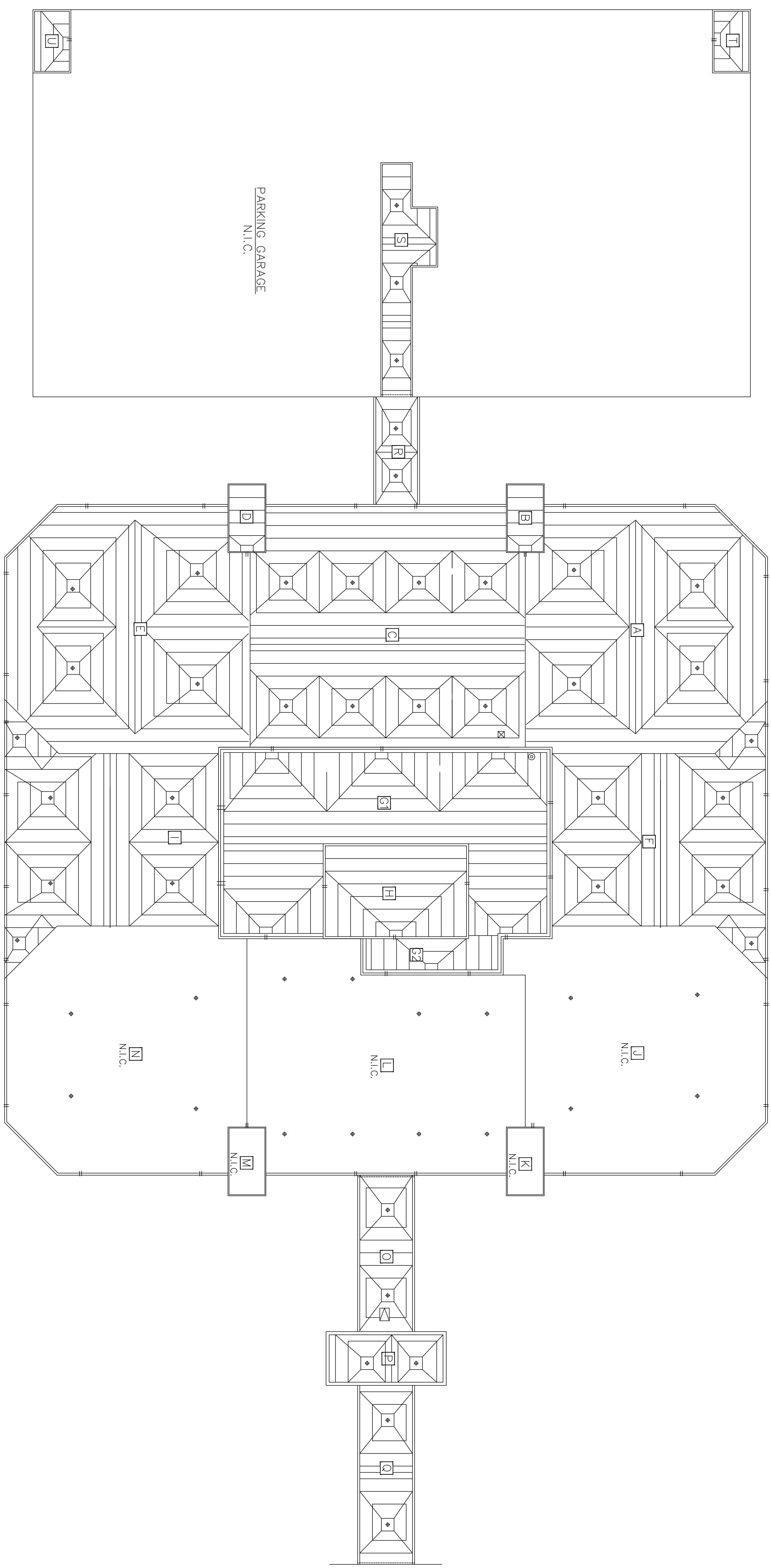
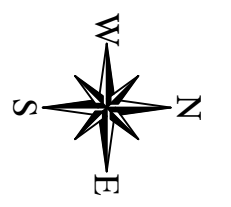
# WYANDOTTE COUNTY JUSTICE COMPLEX

710 N. 7th ST  
KANSAS CITY, KS 66101

**RTI Consultants**  
22117 W. 83rd Street  
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(913) 699-6565

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Scale:	1/16"=1'-0"
Drawn By:	RTI
Reviewed By:	MFG
Revision No.	Date
RTI No.	17015.02
Drawing Title	ROOF PLAN

Drawing No.  
**A100**



Project Name

# WYANDOTTE COUNTY JUSTICE COMPLEX

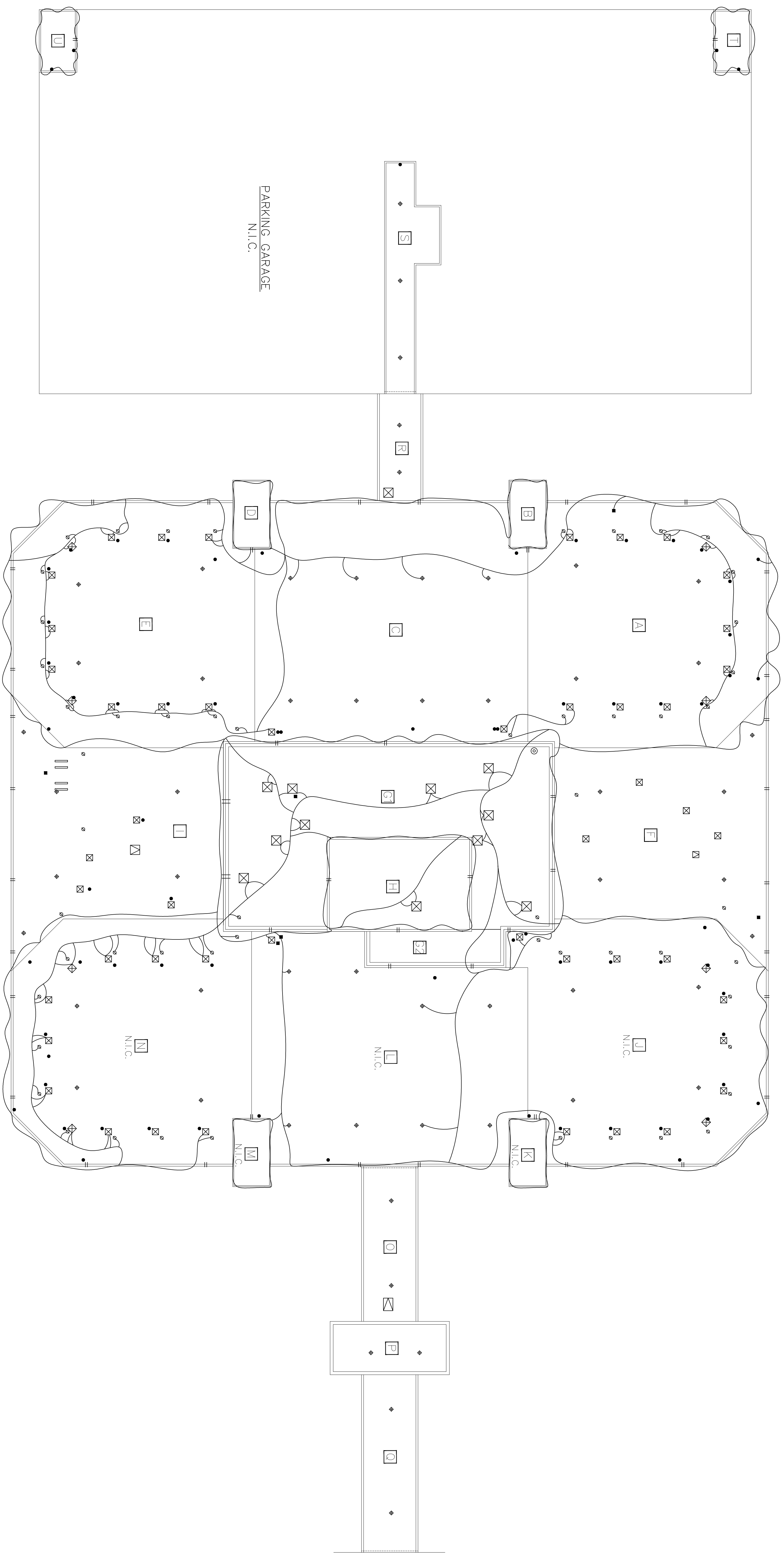
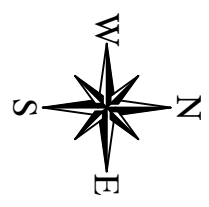
710 N. 7th ST  
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22117 W. 83rd Street  
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Date:	FEBRUARY 2017
Scale:	1/16"=1'-0"
Drawn By:	RTI
Reviewed By:	MDG
Revision No.:	Date
RTI No.:	17015.02

Drawing Title  
TAPER  
PLAN

Drawing No.  
A101



# WYANDOTTE COUNTY JUSTICE COMPLEX

710 N. 7th ST  
KANSAS CITY, KS 66101

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Date:	FEBRUARY 2017
Scale:	1/16"=1'-0"
Drawn By:	RTI
Reviewed By:	MDG
Revision No.:	Date
RTI No.:	17015.02

Drawing Title  
**LIGHTING  
PROTECTION  
PLAN**

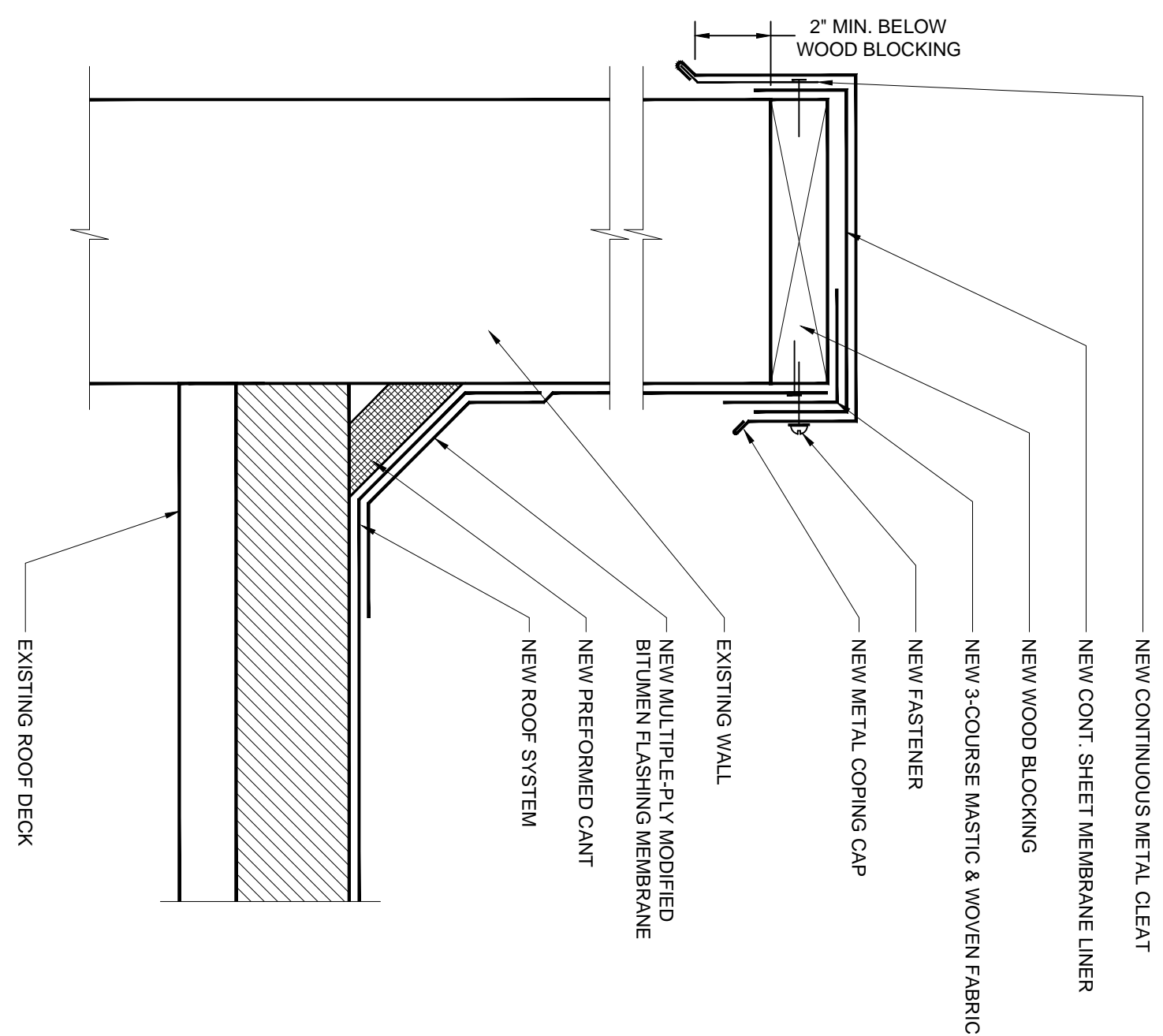
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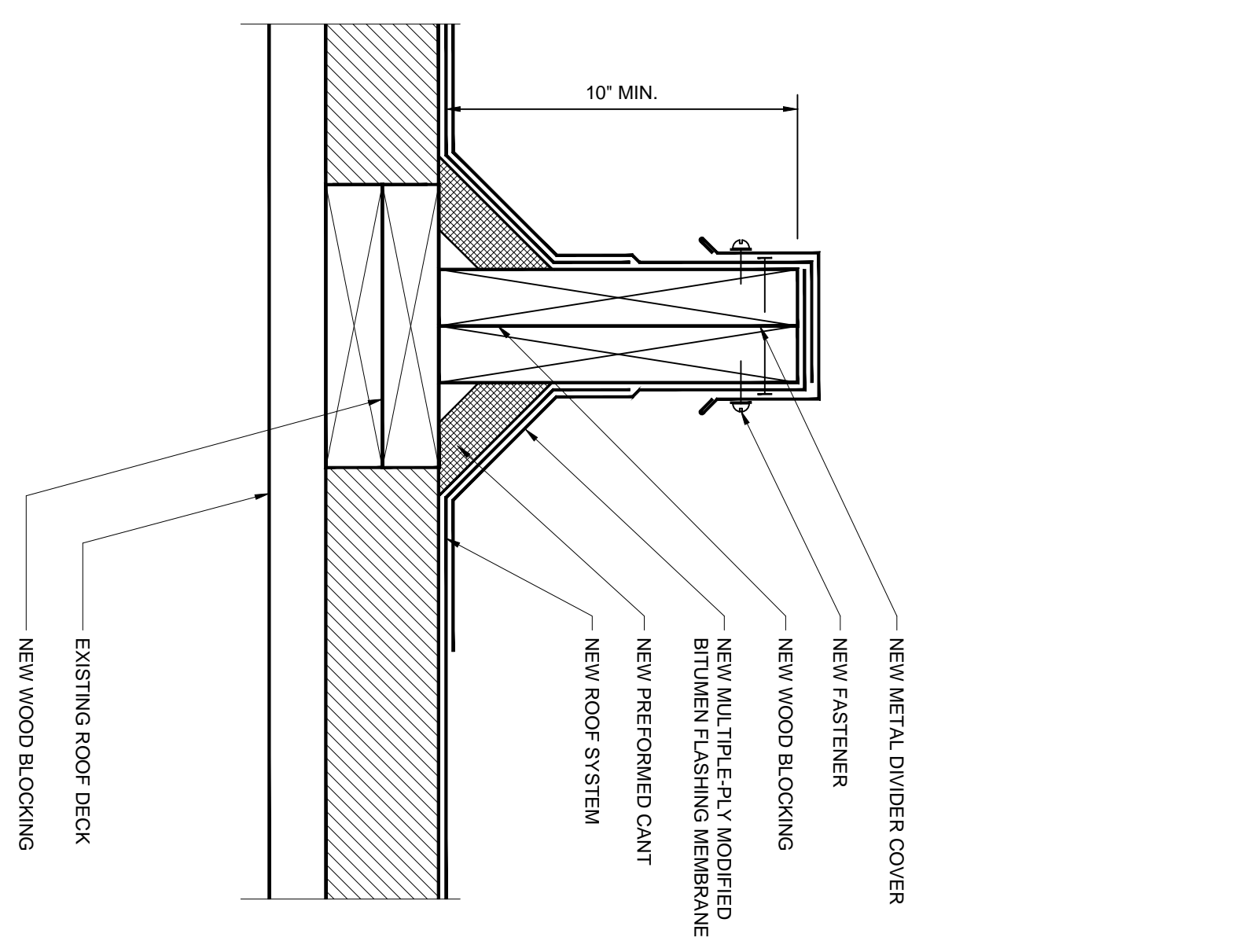
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 2217 W. 83rd Street  
 Lenexa, KS 66227  
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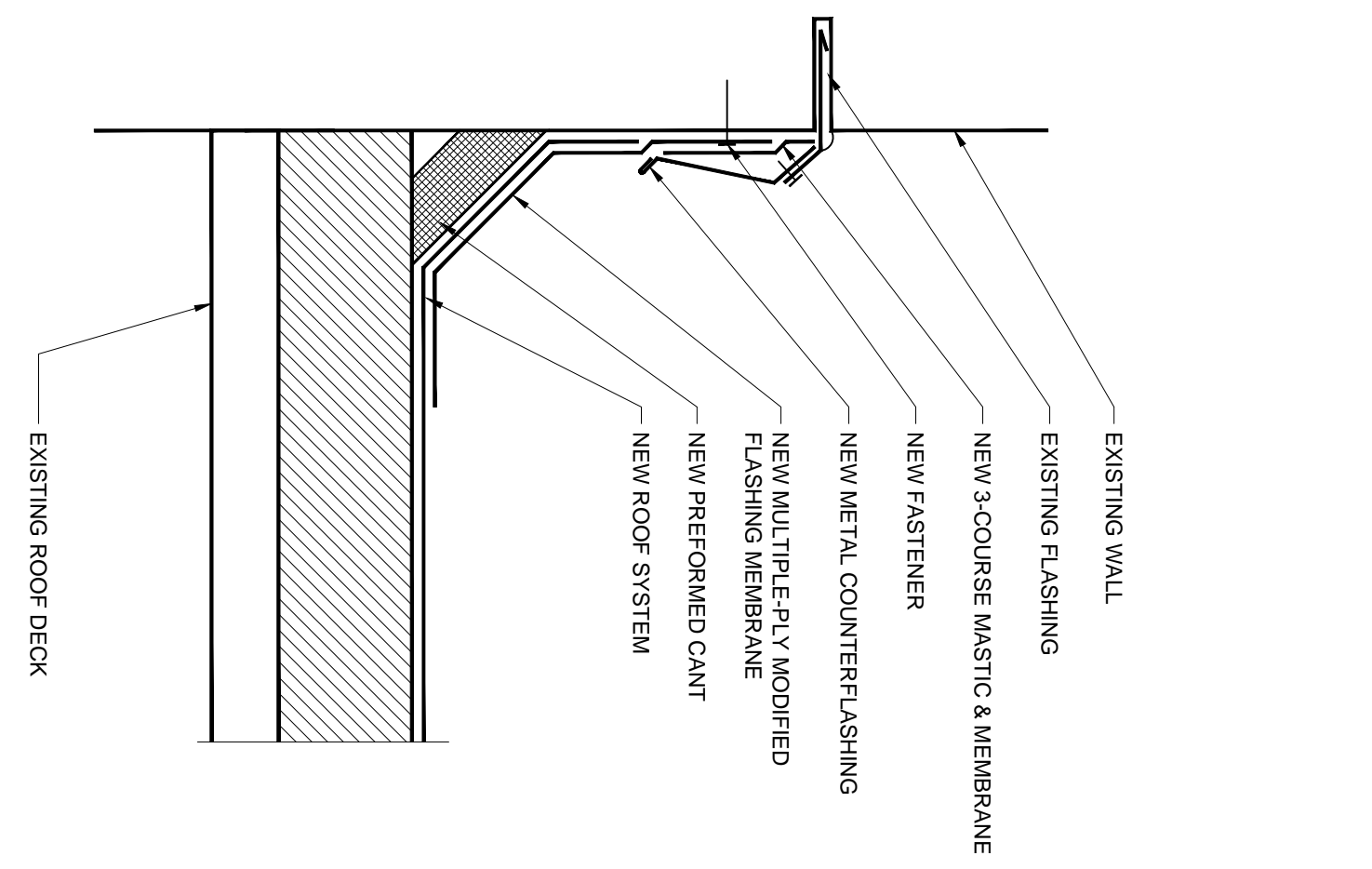
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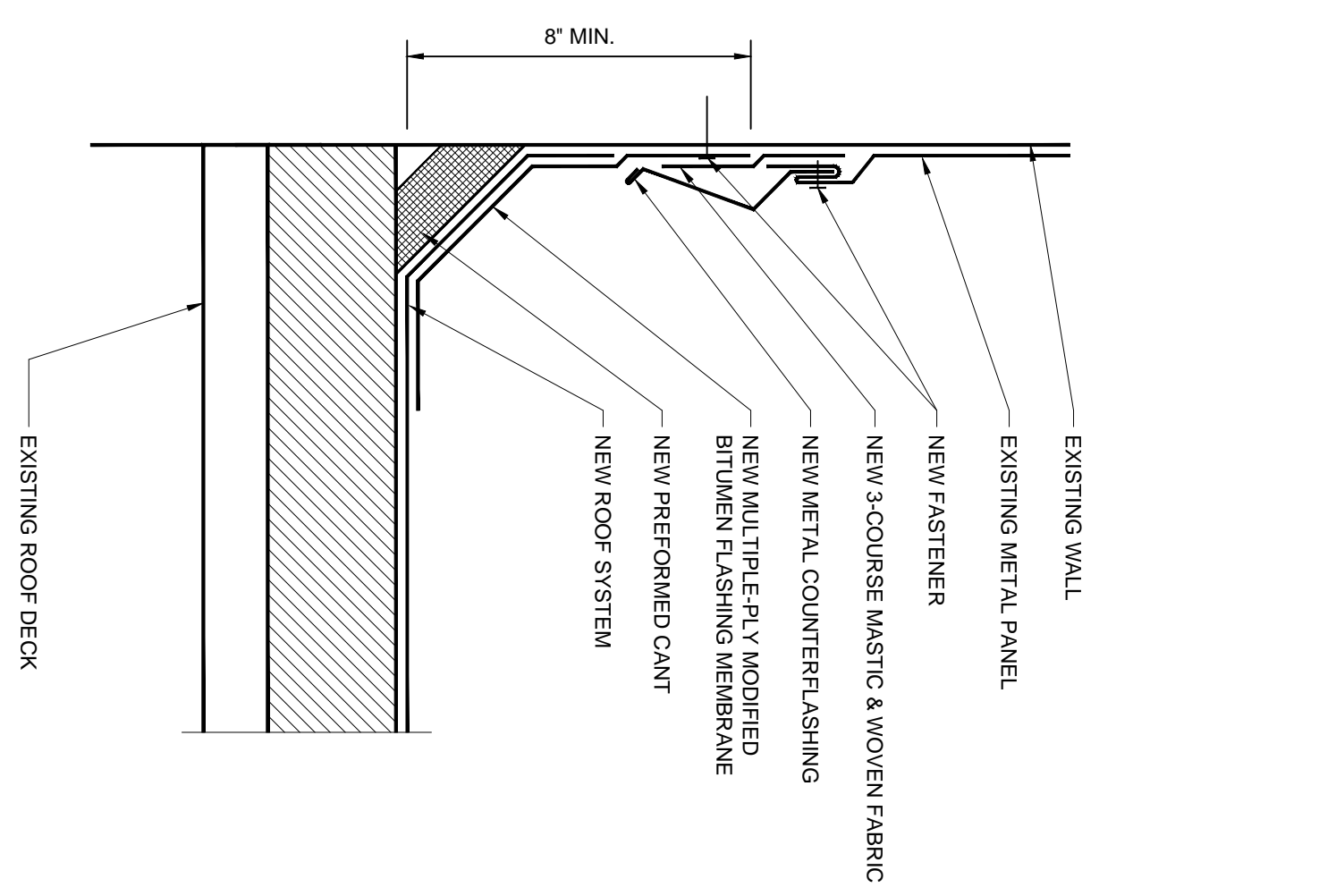
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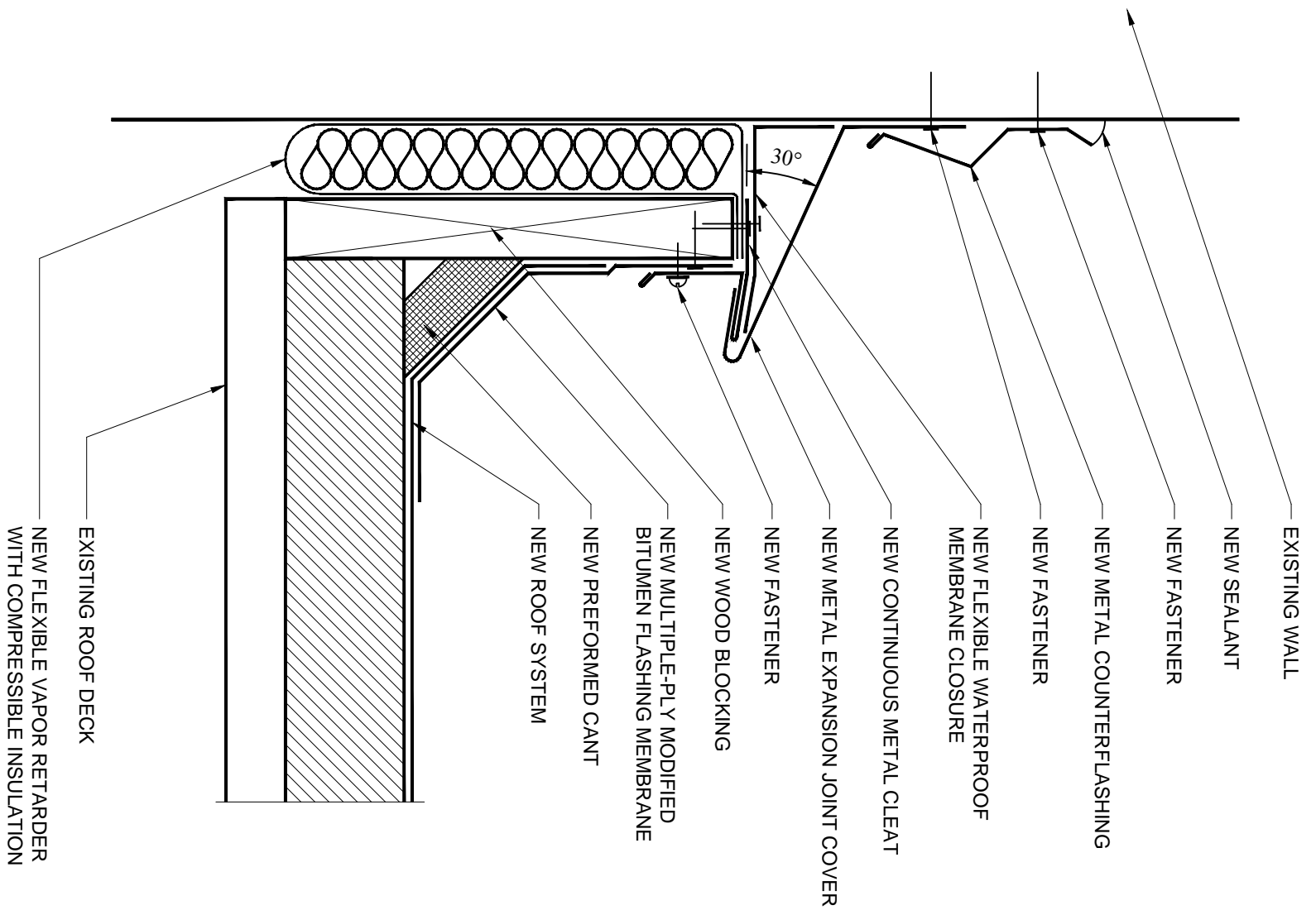
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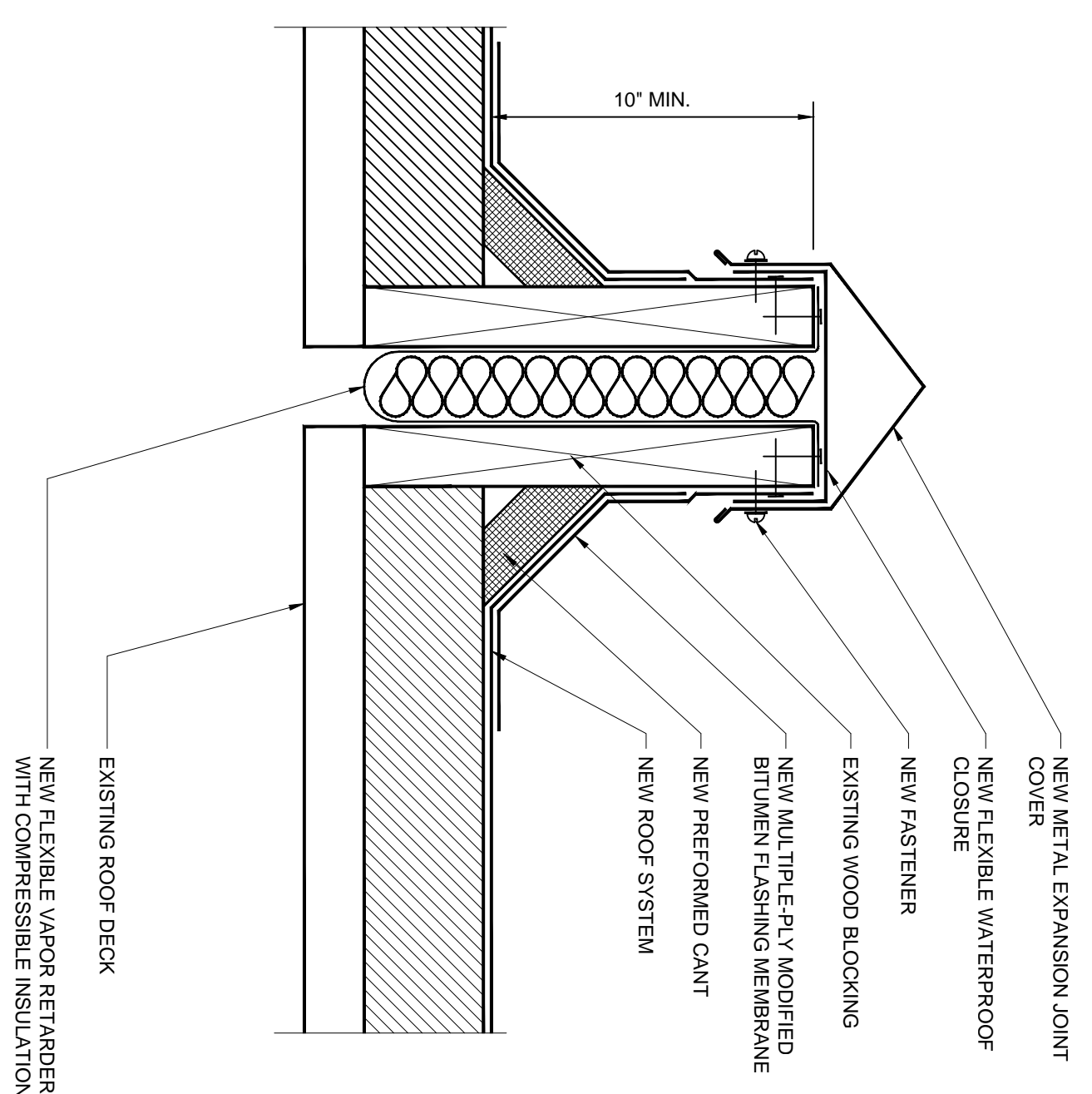
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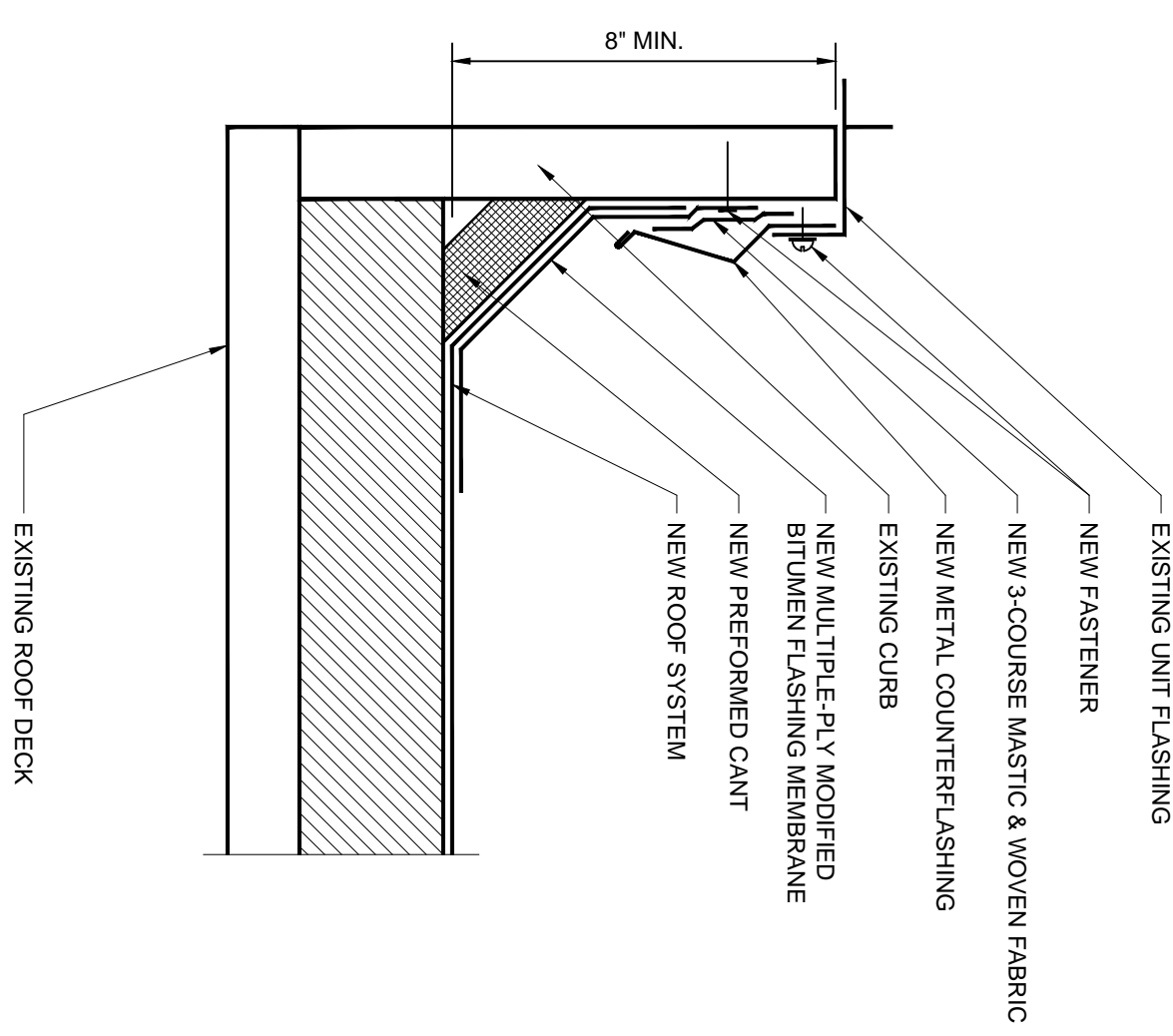
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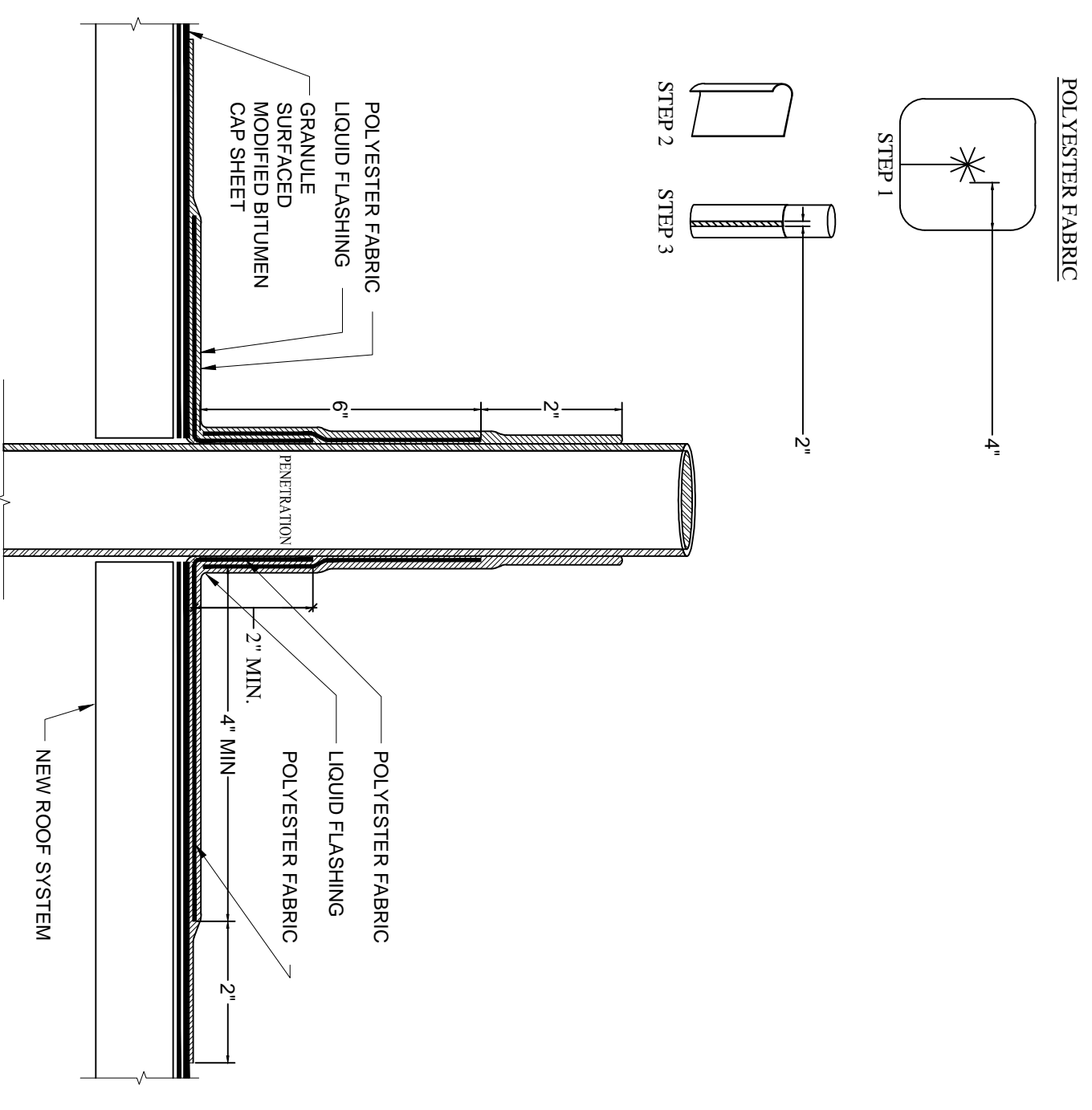
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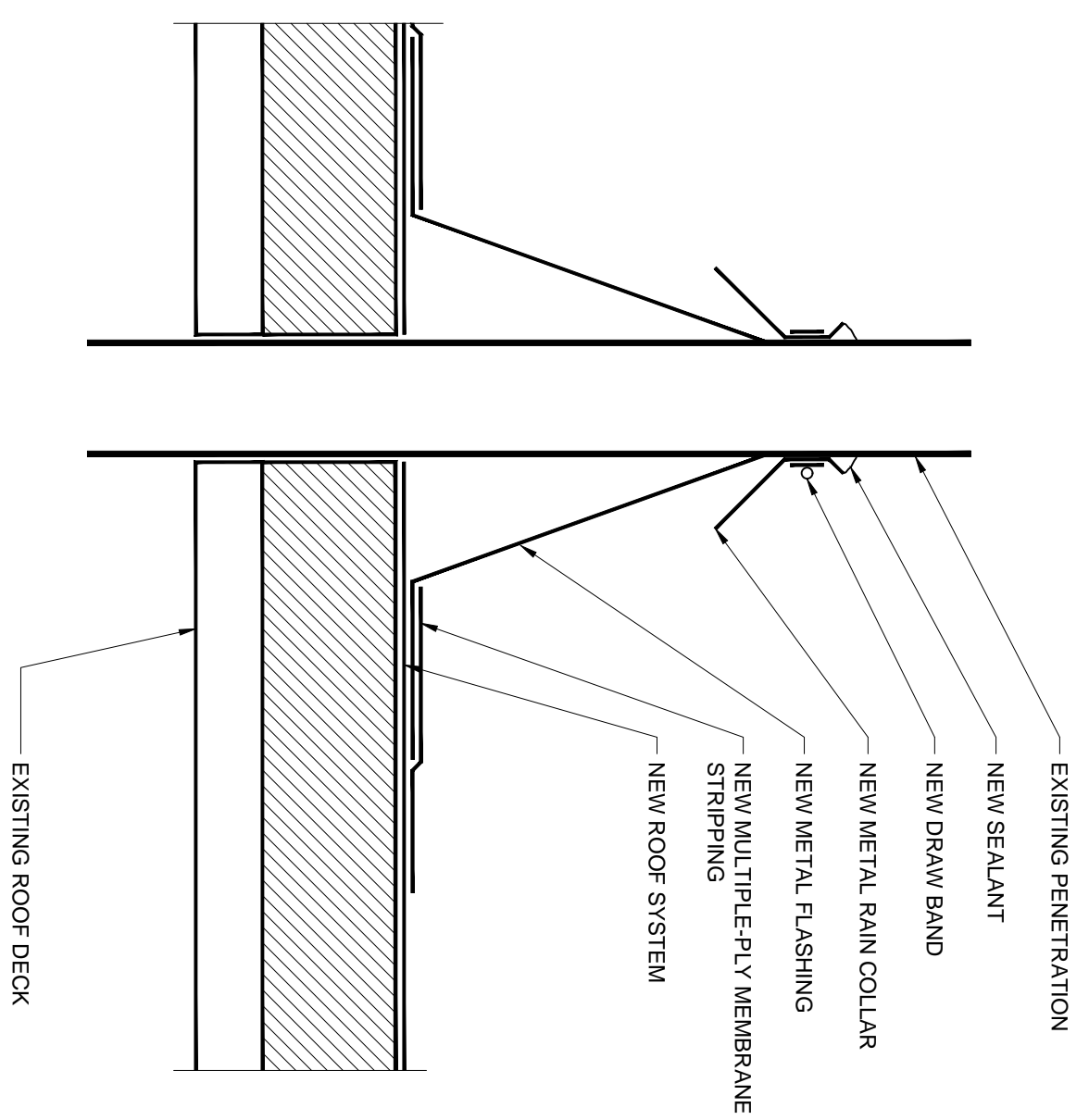
6 EXPANSION JOINT  
A103



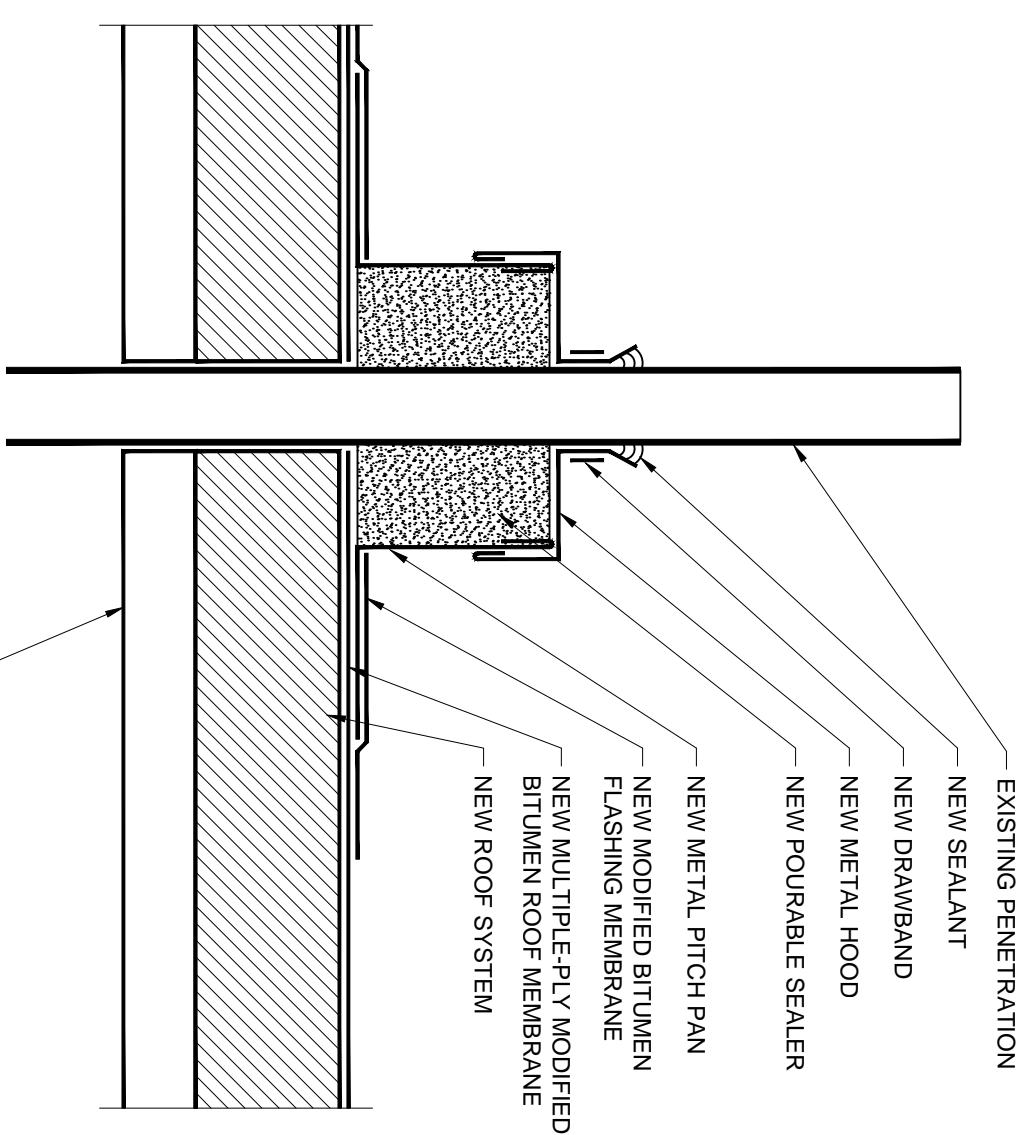
7 CURB  
A103



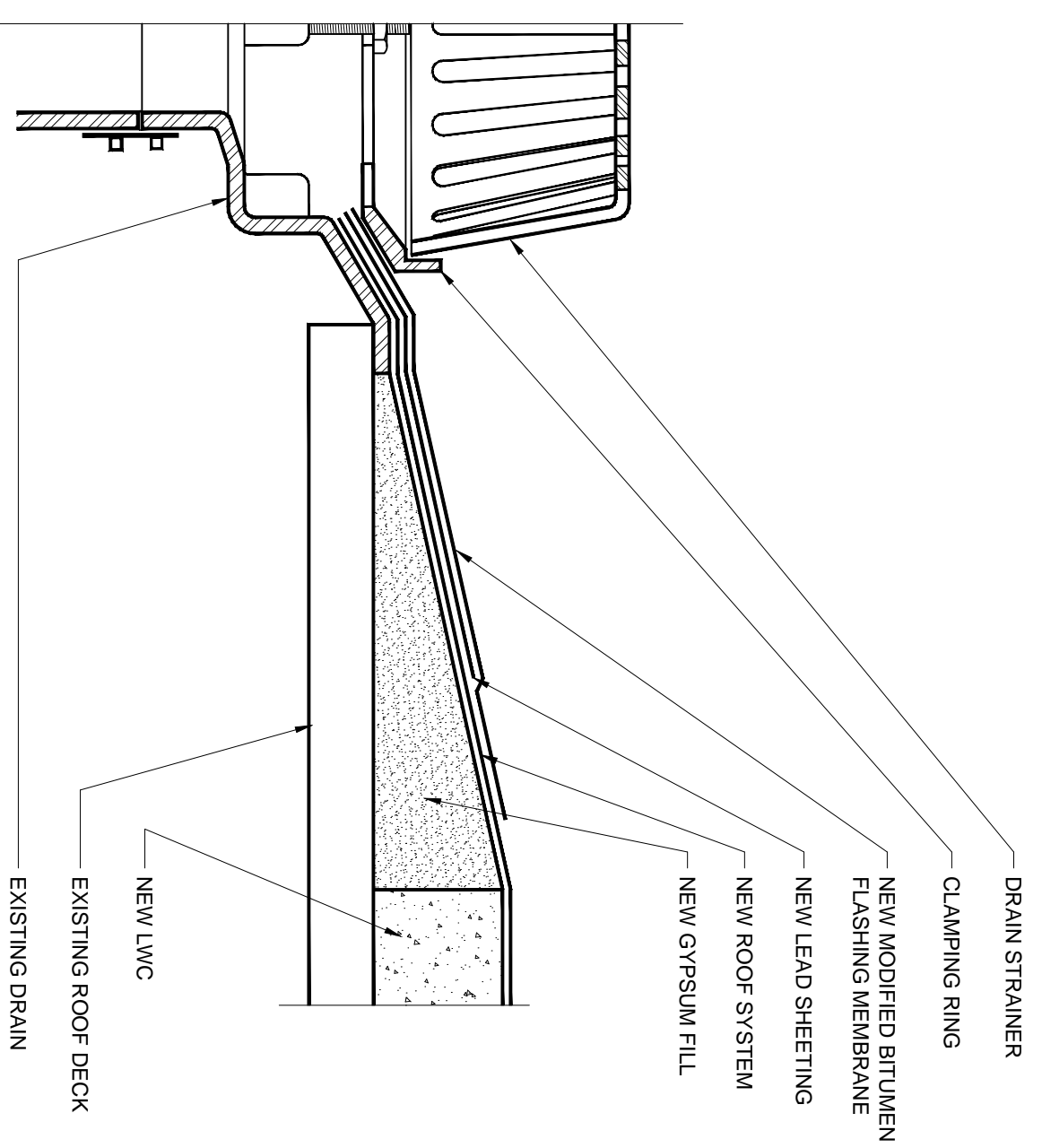
8 PLUMBING VENT  
A103



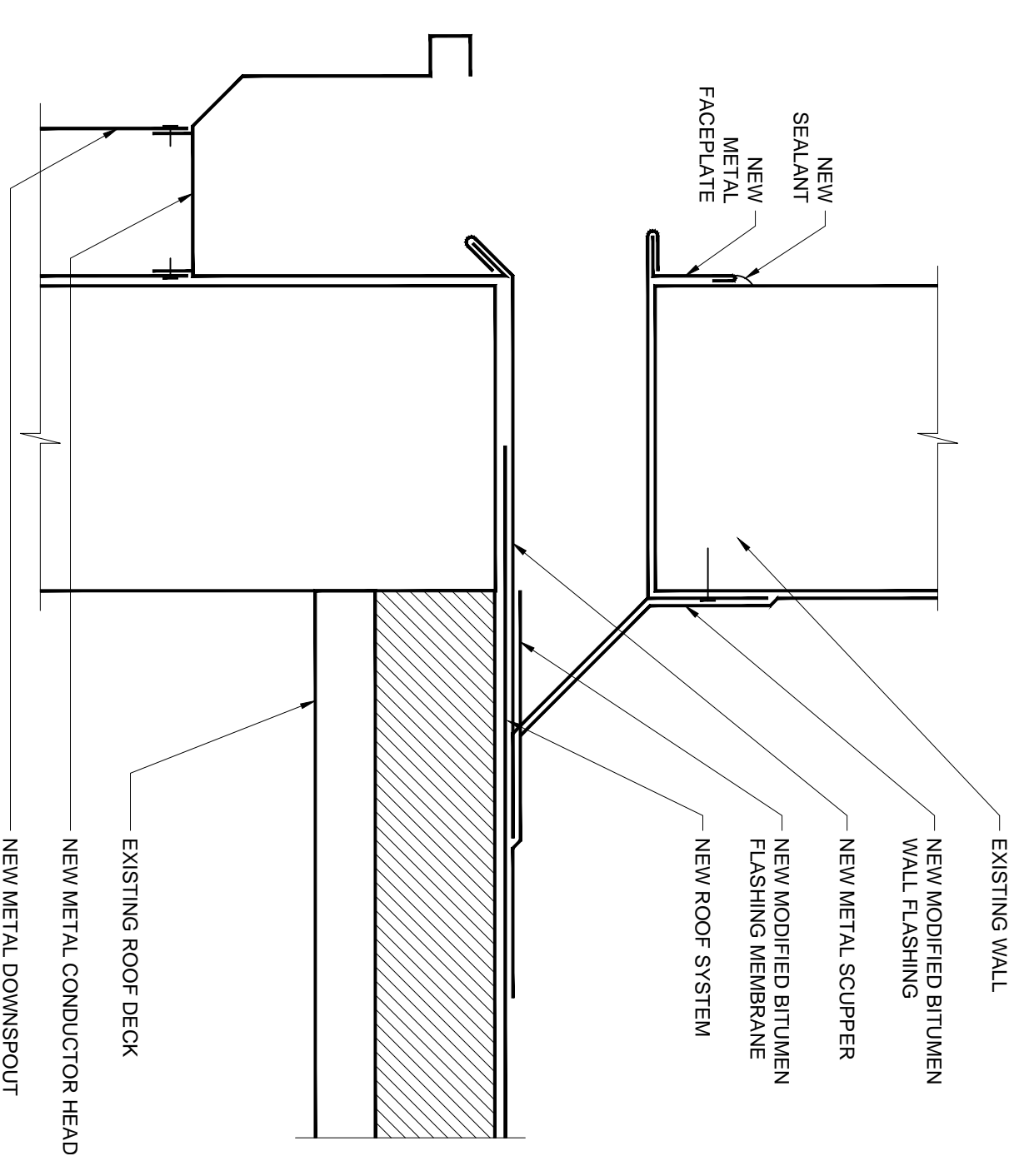
9 VENT  
A104



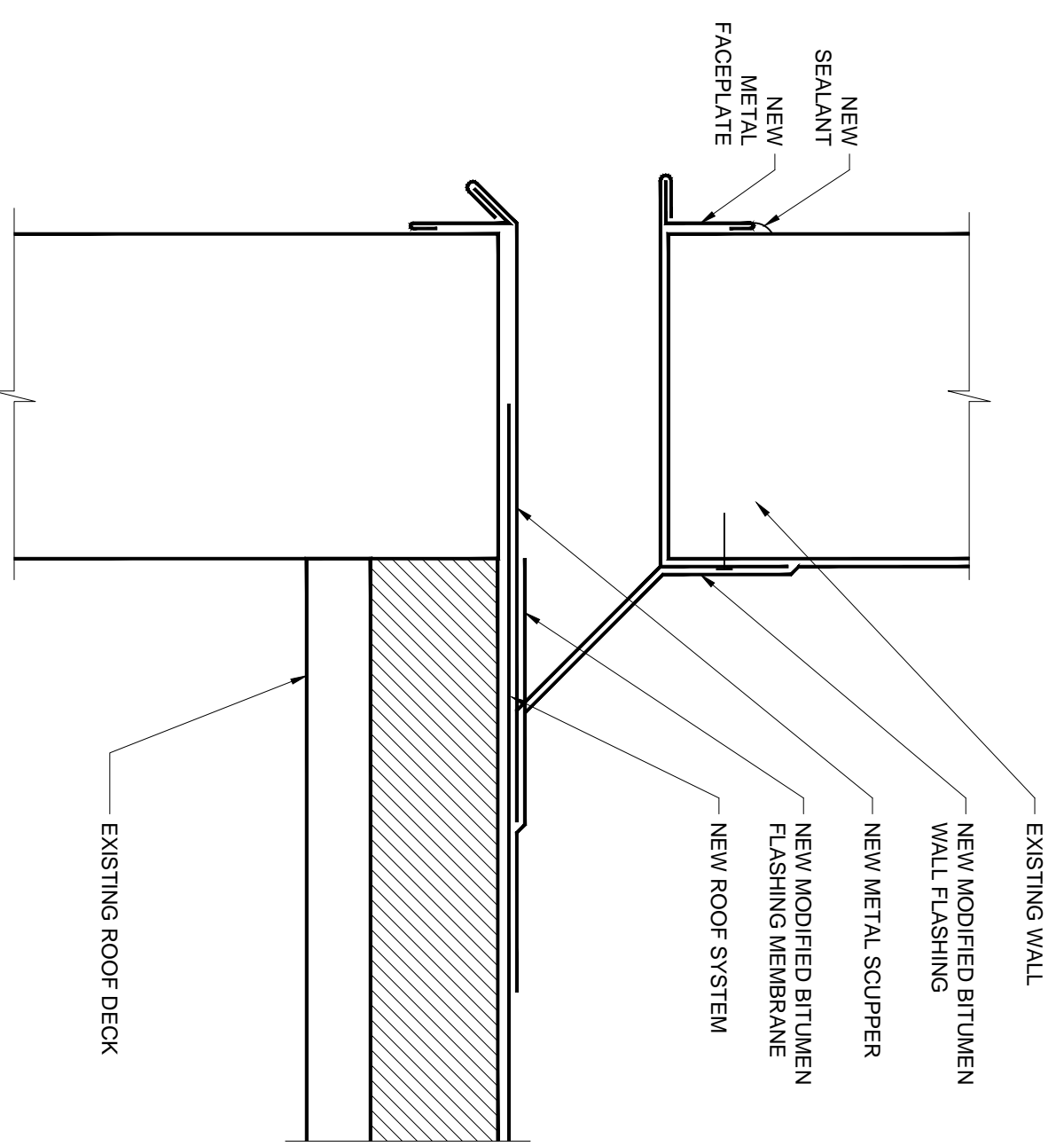
10 PITCH PAN  
A104



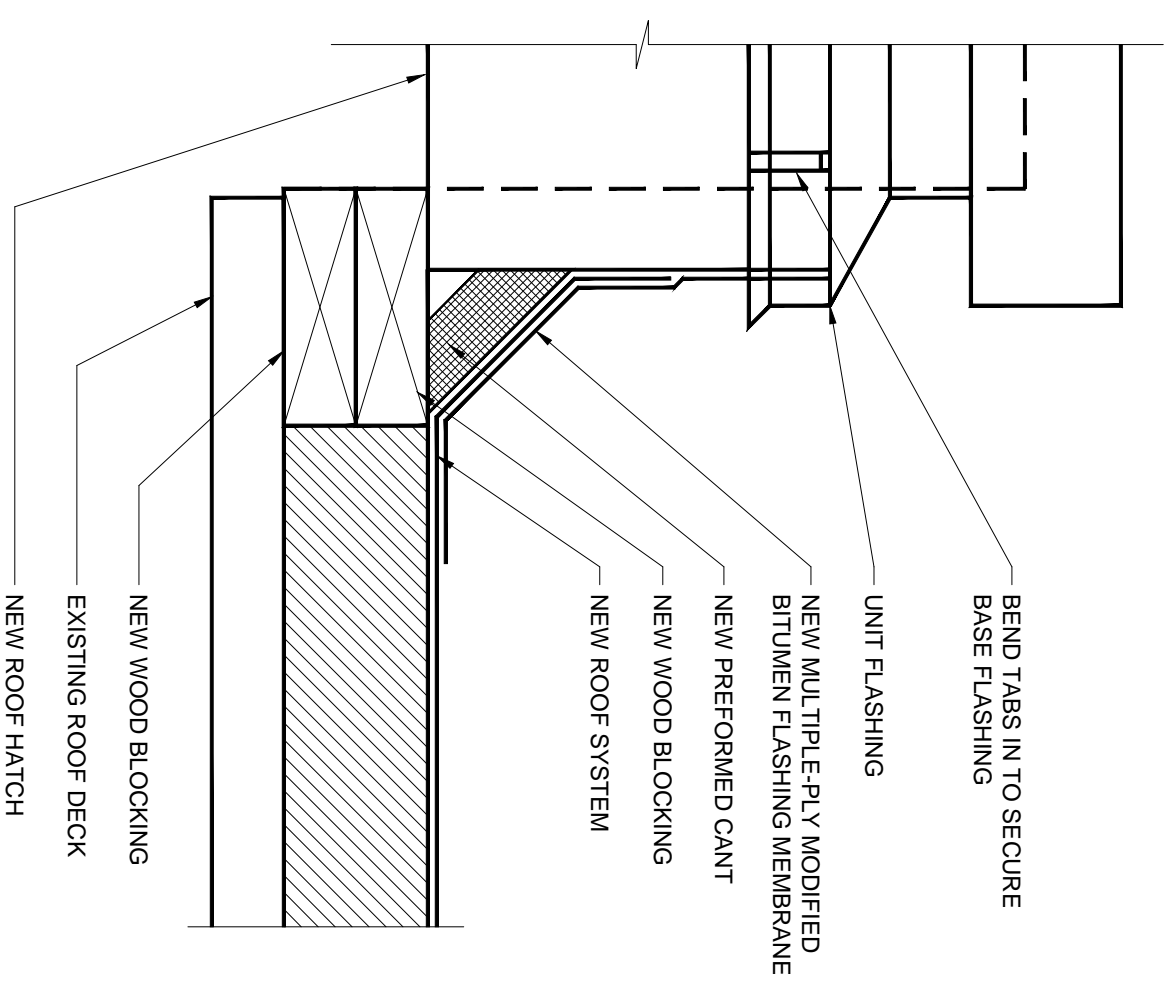
11 DRAIN  
A104



12 SCUPPER  
A104



13 OVERFLOW SCUPPER  
A104



14 NEW HATCH  
A104

# WYANDOTTE COUNTY JUSTICE COMPLEX

710 N. 7th ST  
KANSAS CITY, KS 66101

**RTI** Consultants  
22117 W. 83rd Street  
Lenexa, KS 66227  
(913) 649-6565

Date: FEBRUARY 2017  
Scale: NOT TO SCALE  
Drawn By: RTI  
Reviewed By: MFG  
Revision No. Date

RTI No. 17015.02  
Drawing Title  
DETAILS

Drawing No.  
**A104**



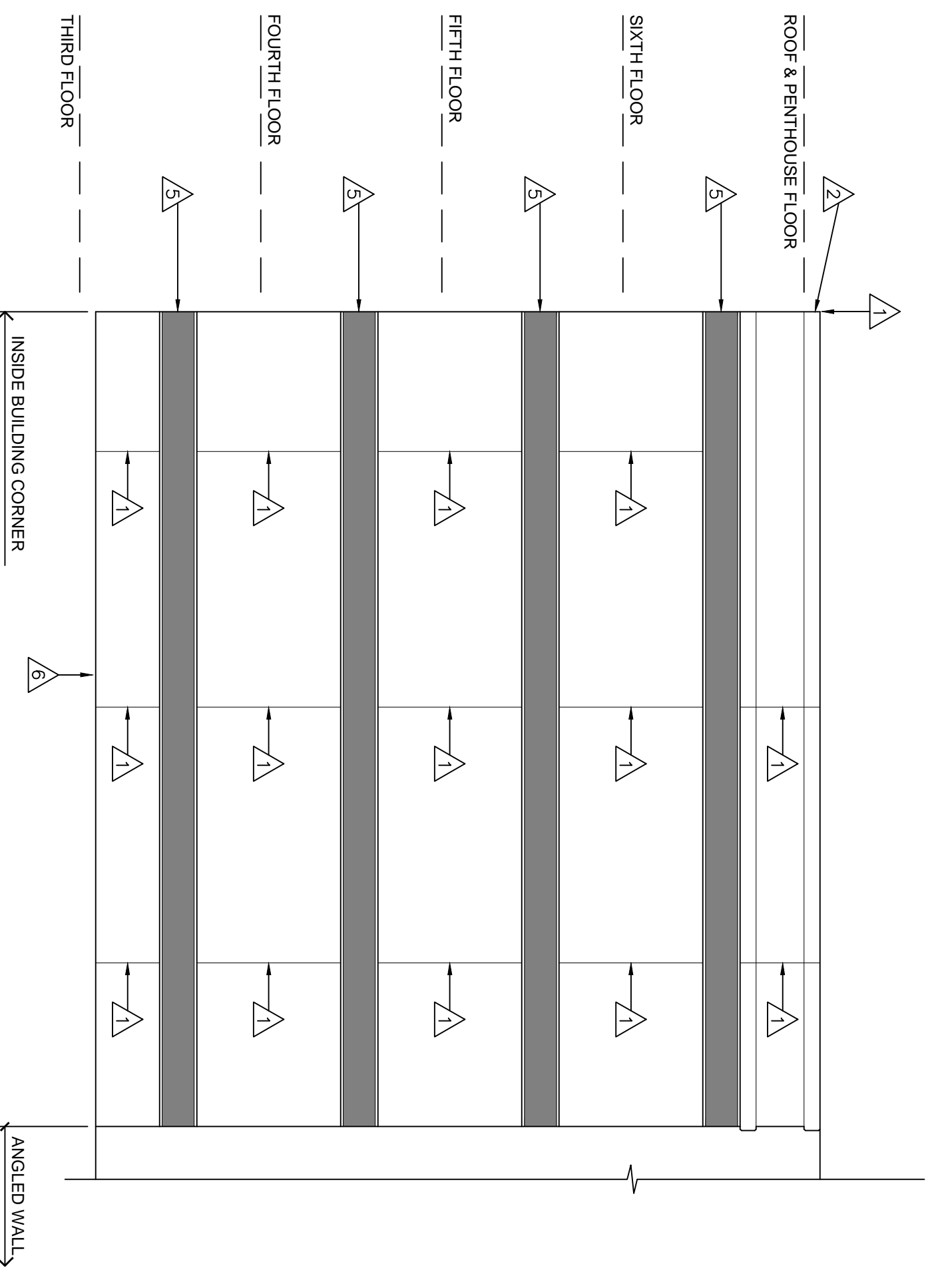
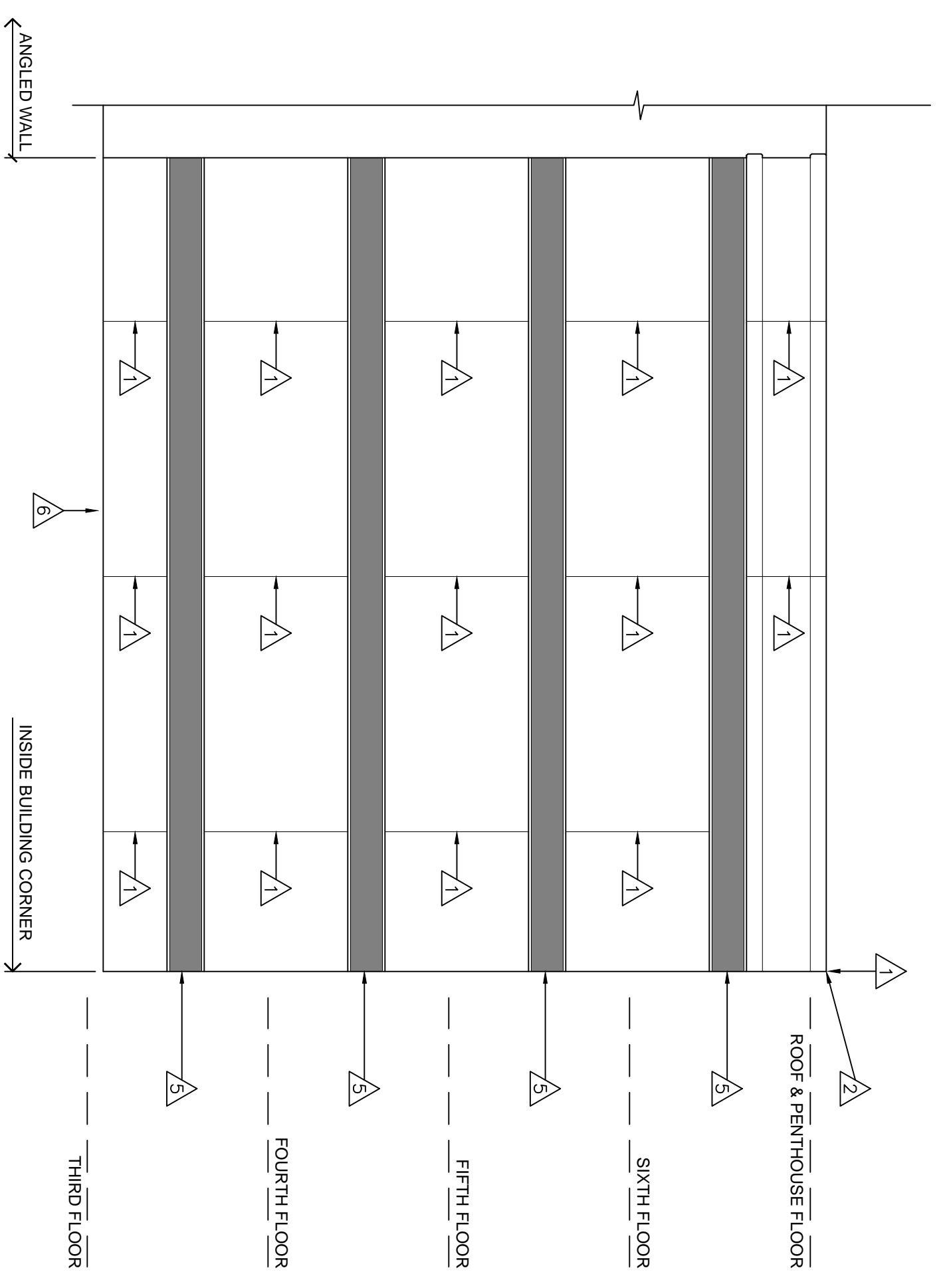
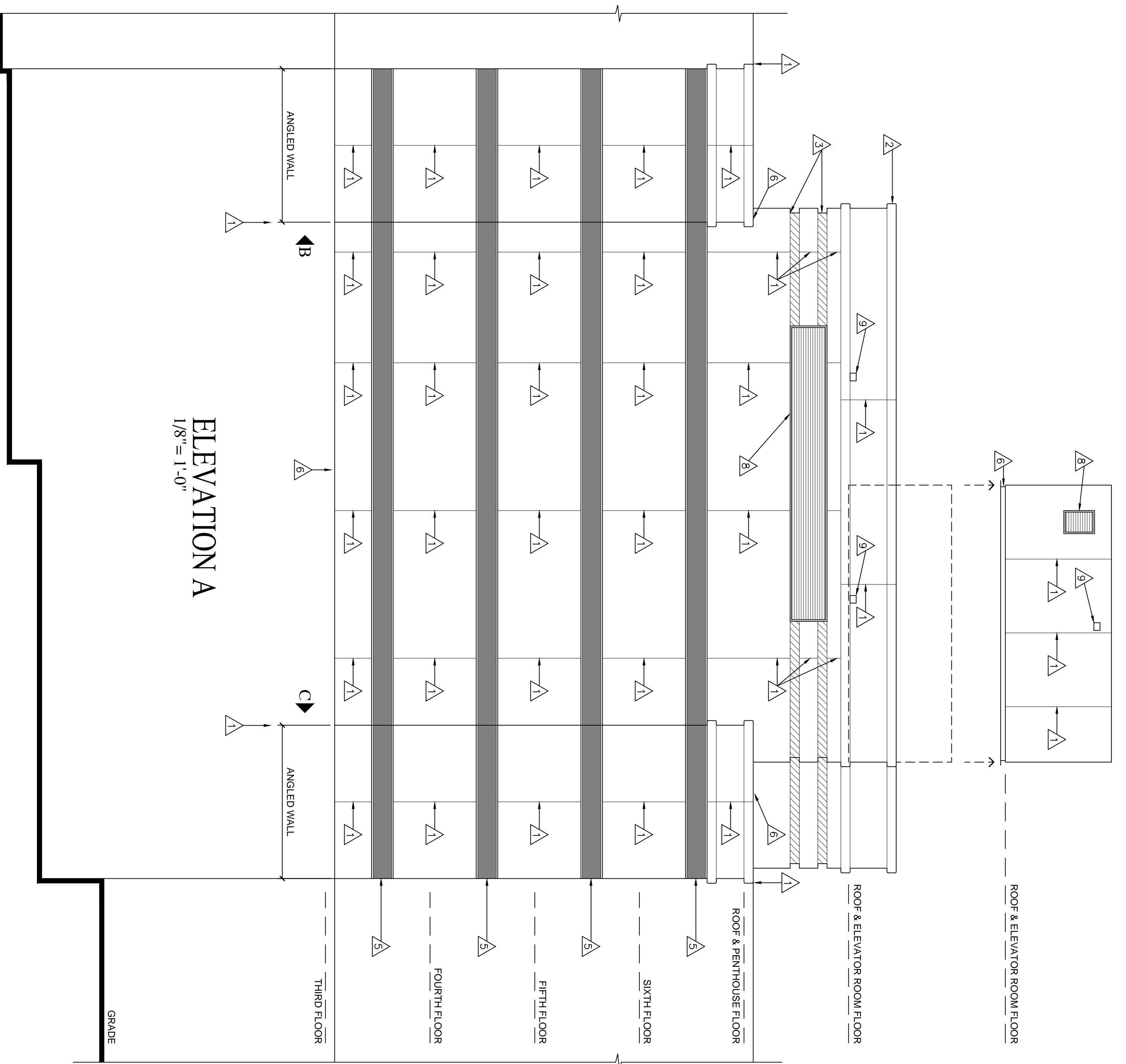
# WYANDOTTE COUNTY JUSTICE COMPLEX

## 710 N. 7th ST KANSAS CITY, KS 66101

**RTI Consultants**  
 2217 W. 83rd Street  
 Lenexa, KS 66227  
 (913) 649-6565

Date:	FEBRUARY 2017
Scale:	1/8" = 1'-0"
Drawn By:	RTI
Reviewed By:	MDG
Revision No.:	
RTI No.:	17015.02

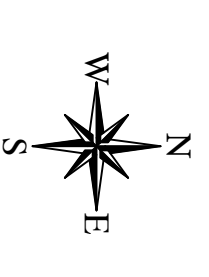
Drawing Title  
**SOUTH ELEVATION**  
 Drawing No.  
**A200**



- GENERAL NOTES**
1. CONTRACTOR RESPONSIBLE FOR PROTECTION OF EXISTING CONCRETE, ASPHALT AND LANDSCAPED AREAS. REPAIR DAMAGE CAUSED BY CONTRACTOR. REPAIRS SHALL BE PER OWNERS RESPONSIBILITY.
  2. CONTRACTOR RESPONSIBLE FOR PROTECTION OF ALL EXISTING ROOF SURFACES
  3. CONTRACTOR TO FOLLOW ALL SAFETY REQUIREMENTS PER OSHA.
  4. AT COMPLETION OF PROJECT REMOVE DEBRIS FROM ADJACENT ROOF SURFACES.
  5. EXISTING SEALANT REAPPLICATION AT BUILDING LOCATIONS AS INDICATED. REMOVE EXISTING SEALANT AND BACKER ROD. CLEAN AND PREPARE JOINT SURFACES. INSTALL NEW BACKER ROD AND SEALANT.

- NOTES**
1. CONCRETE PANEL JOINT. TOOL NEW SEALANT FOR CONCAVE RECESSED JOINT.
  2. PARAPET WALL. NEW SEALANT JOINT ACROSS TOP OF WALL. NEW SEALANT ON BACKSIDE OF PARAPET AT TOP OF EXISTING TERMINATION BAR.
  3. GRANITE PANELS AT 12-INCHES WIDE AND MAXIMUM 48-INCHES LONG. NEW SEALANT AT JOINTS BETWEEN GRANITE PANELS AND CONCRETE PANELS AND JOINTS BETWEEN GRANITE PANELS.
  4. GRANITE PANELS. FOUR EACH AT APPROXIMATELY 36-INCHES SQUARE. NEW SEALANT AT JOINTS BETWEEN GRANITE PANELS AND CONCRETE PANELS AND JOINTS BETWEEN GRANITE PANELS.
  5. CONTINUOUS WINDOWS. NEW SEALANT AT JOINTS BETWEEN WINDOW FRAME AND CONCRETE PANELS. SPOT CLEAN CORROSION AND LOOSE PAINT FROM WINDOW FRAMES AND APPLY TWO COATS OF RUST-OLEUM® RUSTY METAL PRIMER.
  6. ROOF FLASHING. NEW SEALANT AT JOINT BETWEEN EXISTING METAL ROOF FLASHING RECEIVER AND CONCRETE PANEL.
  7. MASONRY OPENING. NEW SEALANT AT JOINTS BETWEEN METAL FRAME AND CONCRETE PANEL.
  8. MISCELLANEOUS PENETRATION. INSTALL PERIMETER NEW SEALANT.
  9. SCUPPER. REFER TO ROOF DETAIL 12A104 AND 13A104.

**KEY PLAN**  
 N.T.S.



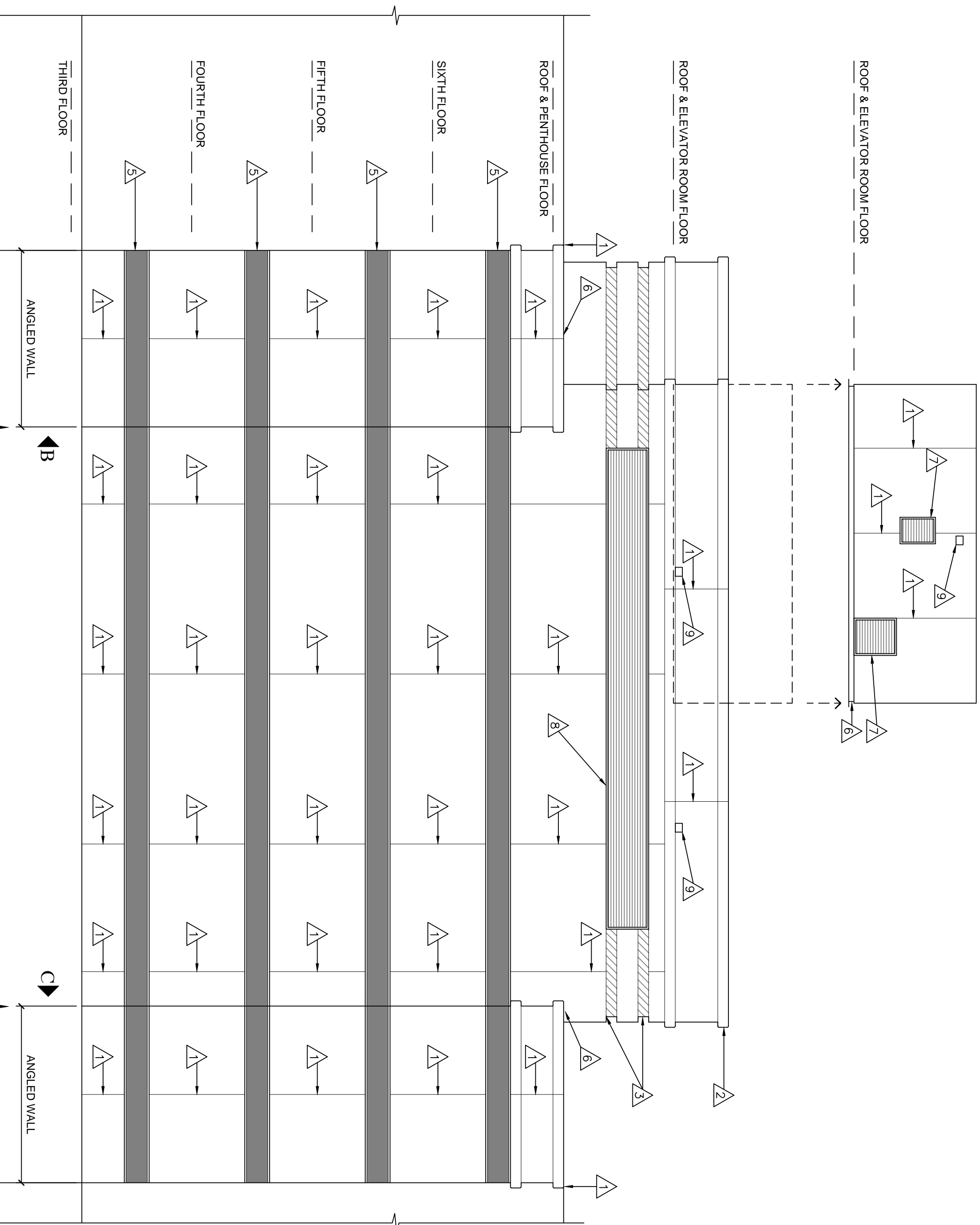
# WYANDOTTE COUNTY JUSTICE COMPLEX

710 N. 7th ST  
KANSAS CITY, KS 66101

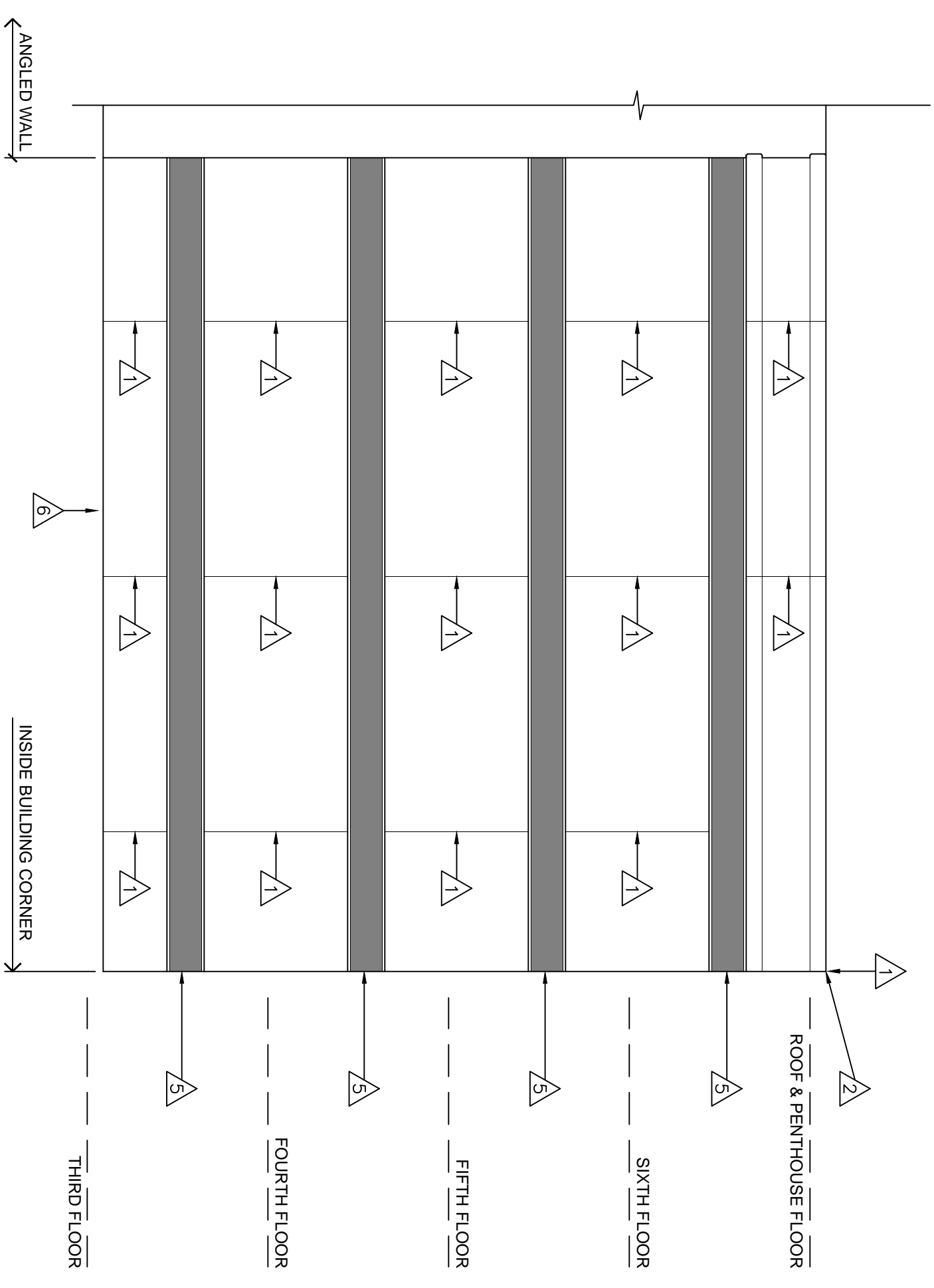
**RTI Consultants**  
2217 W. 83rd Street  
Lenexa, KS 66227  
(913) 649-6565

Date:	FEBRUARY 2017
Scale:	1/8" = 1'-0"
Drawn By:	RTI
Reviewed By:	MDG
Revision No.:	
RTI No.:	17015.02

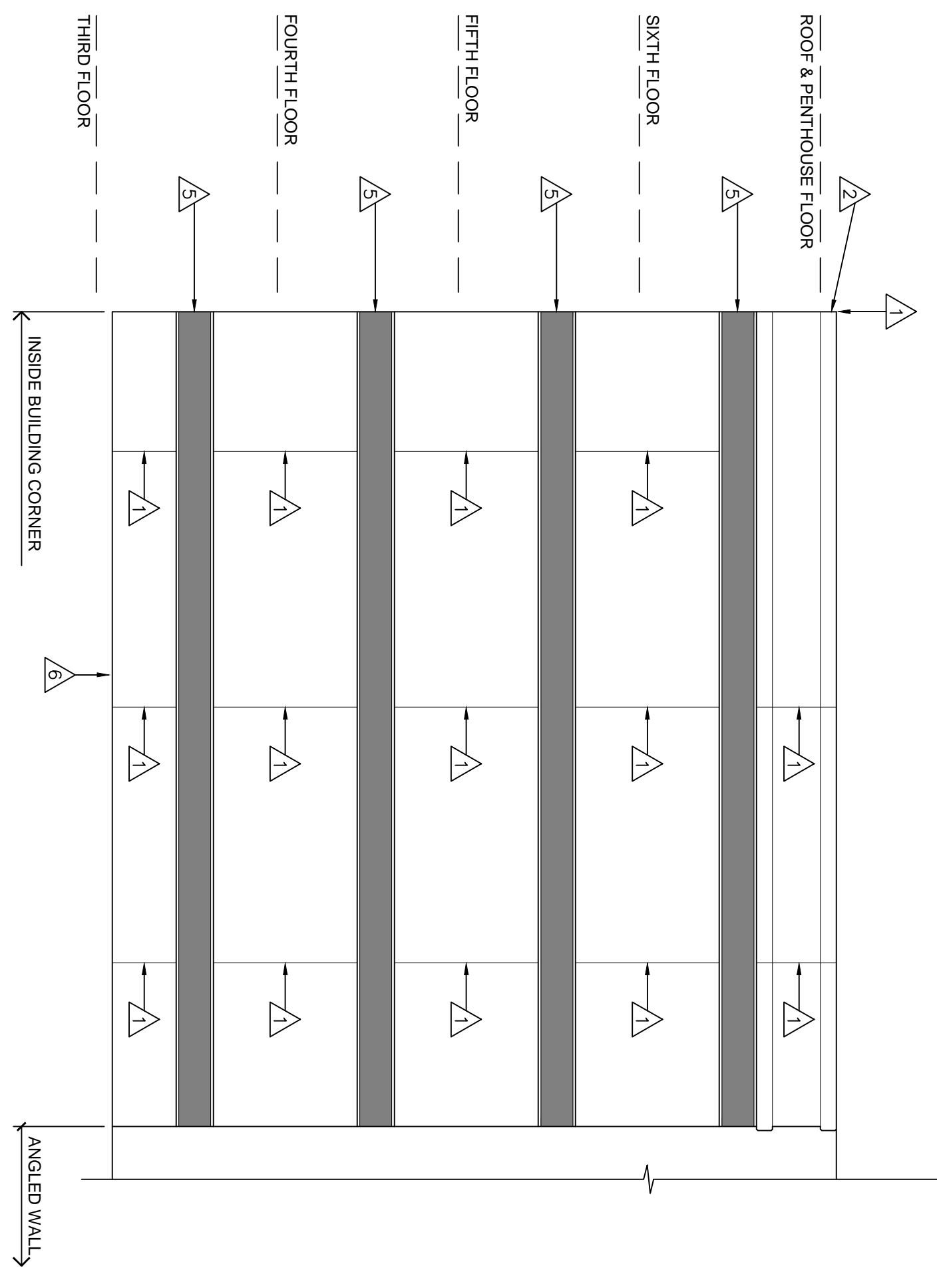
Drawing Title  
**NORTH ELEVATION**  
Drawing No.  
**A201**



**ELEVATION A**  
1/8" = 1'-0"



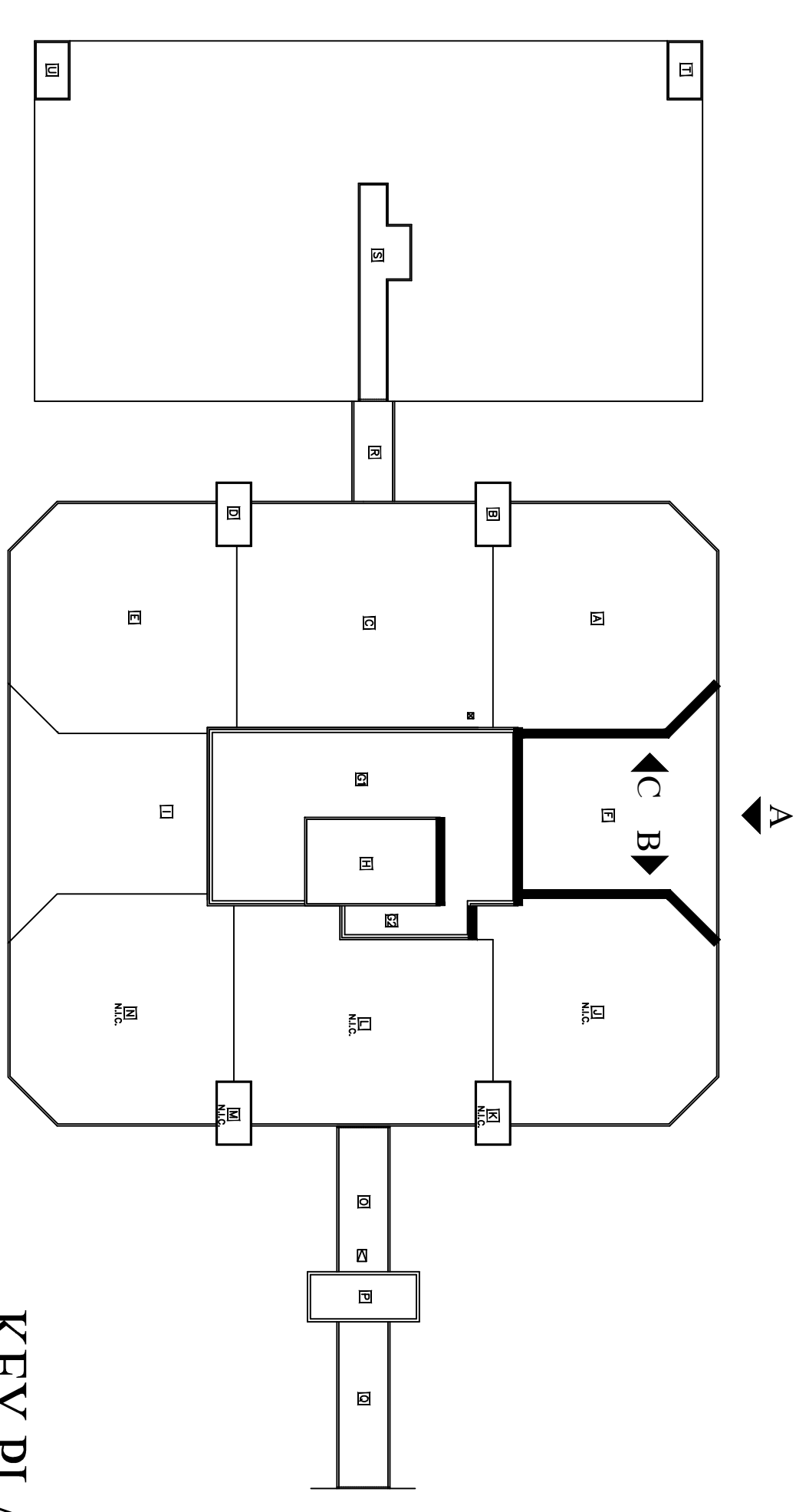
**ELEVATION B**  
1/8" = 1'-0"



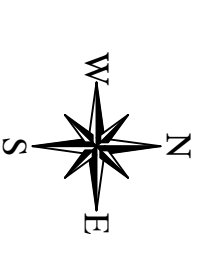
**ELEVATION C**  
1/8" = 1'-0"

- GENERAL NOTES**
1. CONTRACTOR RESPONSIBLE FOR PROTECTION OF EXISTING CONCRETE, ASPHALT AND LANDSCAPED AREAS. REPAIR DAMAGE CAUSED BY CONTRACTOR. REPAIRS SHALL BE PER OWNERS RESPONSIBILITY.
  2. CONTRACTOR RESPONSIBLE FOR PROTECTION OF ALL EXISTING ROOF SURFACES
  3. CONTRACTOR TO FOLLOW ALL SAFETY REQUIREMENTS PER OSHA.
  4. AT COMPLETION OF PROJECT REMOVE DEBRIS FROM ADJACENT ROOF SURFACES.
  5. EXISTING SEALANT REINFORCEMENT AT BUILDING LOCATIONS AS INDICATED. REMOVE EXISTING SEALANT AND BACKER ROD. CLEAN AND PREPARE JOINT SURFACES. INSTALL NEW BACKER ROD AND SEALANT.

- NOTES**
1. CONCRETE PANEL JOINT. TOOL NEW SEALANT FOR CONCAVE RECESSED JOINT.
  2. PARAPET WALL. NEW SEALANT JOINT ACROSS TOP OF WALL. NEW SEALANT ON BACKSIDE OF PARAPET AT TOP OF EXISTING TERMINATION BAR.
  3. GRANITE PANELS AT 12-INCHES WIDE AND MAXIMUM 48-INCHES LONG. NEW SEALANT AT JOINTS BETWEEN GRANITE PANELS AND CONCRETE PANELS AND JOINTS BETWEEN GRANITE PANELS.
  4. GRANITE PANELS. FOUR EACH AT APPROXIMATELY 36-INCHES SQUARE. NEW SEALANT AT JOINTS BETWEEN GRANITE PANELS AND CONCRETE PANELS AND JOINTS BETWEEN GRANITE PANELS.
  5. CONTINUOUS WINDOWS. NEW SEALANT AT JOINTS BETWEEN WINDOW FRAME AND CONCRETE PANELS. SPOT CLEAN CORROSION AND LOOSE PAINT FROM WINDOW FRAMES AND APPLY TWO COATS OF RUST-OLEUM® RUSTY METAL PRIMER.
  6. ROOF FLASHING. NEW SEALANT AT JOINT BETWEEN EXISTING METAL ROOF FLASHING RECEIVER AND CONCRETE PANEL.
  7. MASONRY OPENING. NEW SEALANT AT JOINTS BETWEEN METAL FRAME AND CONCRETE PANEL.
  8. MISCELLANEOUS PENETRATION. INSTALL PERIMETER NEW SEALANT.
  9. SCUPPER. REFER TO ROOF DETAIL 12A104 AND 13A104.



**KEY PLAN**  
N.T.S.



# WYANDOTTE COUNTY JUSTICE COMPLEX

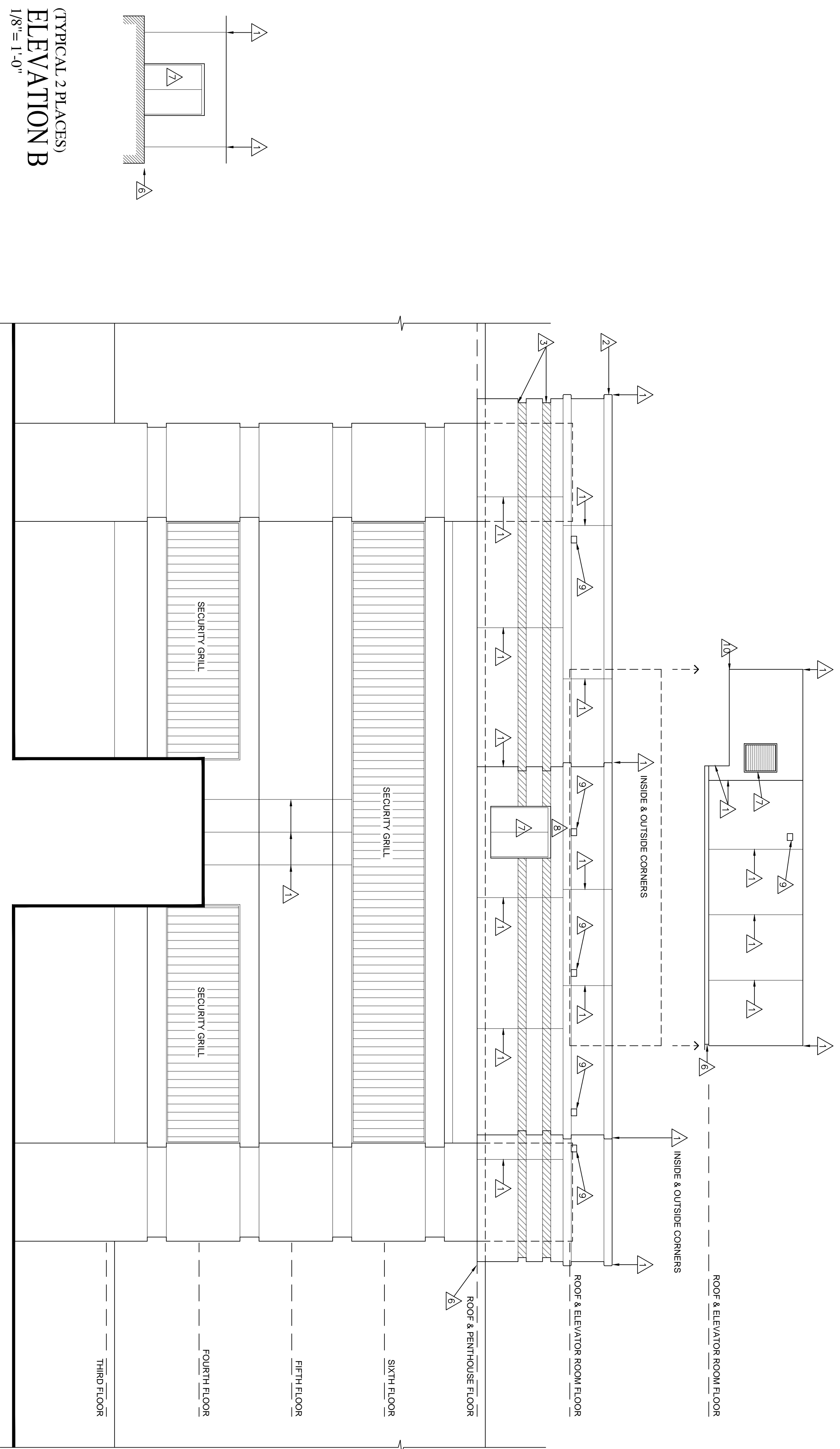
710 N. 7th ST  
KANSAS CITY, KS 66101

**RTI** Consultants  
2217 W. 83rd Street  
Lenexa, KS 66227  
(913) 649-6565

Date:	FEBRUARY 2017
Scale:	1/8"=1'-0"
Drawn By:	RTI
Reviewed By:	MDG
Revision No.	Date
RTI No.	17015.02

Drawing Title  
**EAST ELEVATION**

Drawing No.  
**A202**



(TYPICAL 2 PLACES)  
**ELEVATION B**  
1/8" = 1'-0"

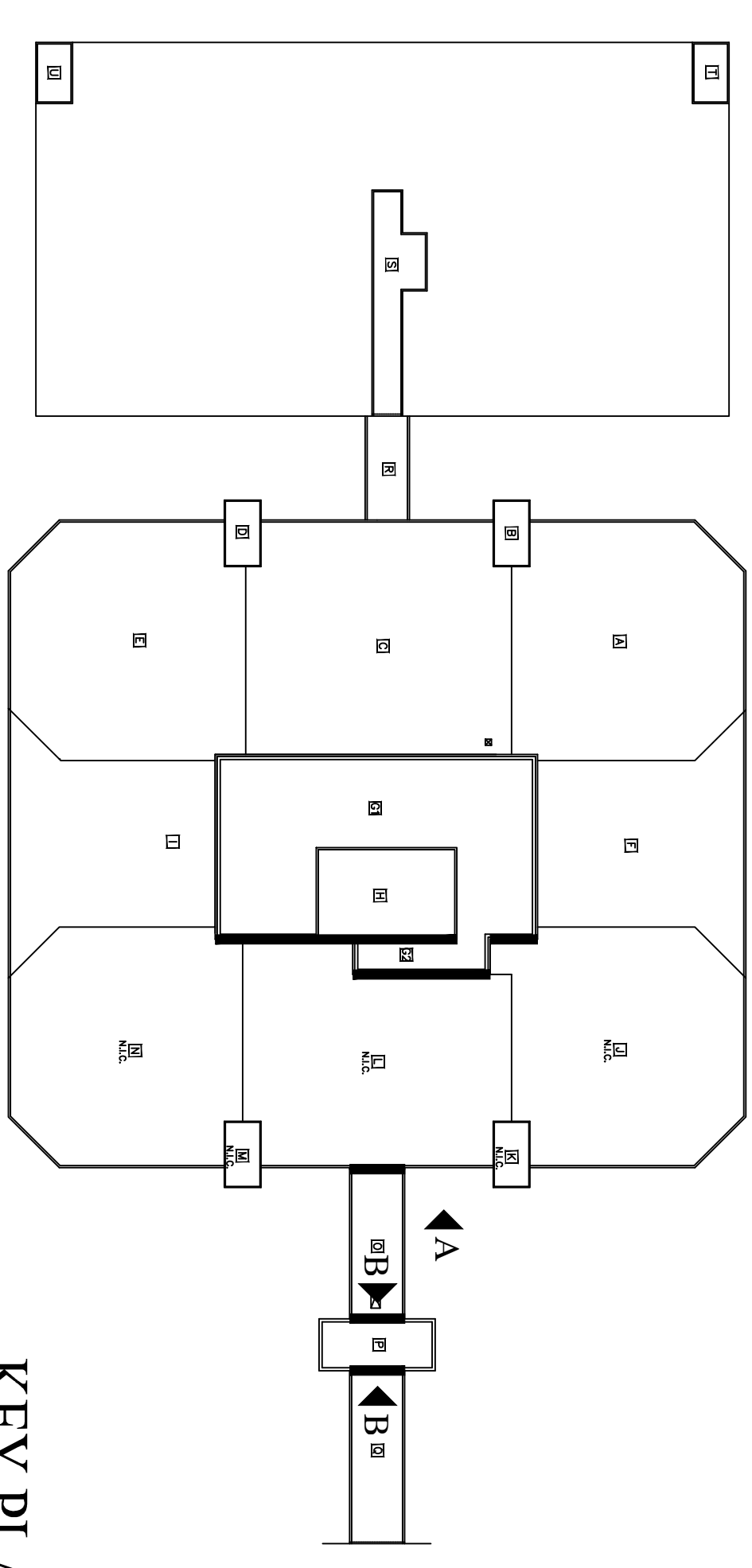
**GENERAL NOTES**

1. CONTRACTOR RESPONSIBLE FOR PROTECTION OF EXISTING CONCRETE, ASPHALT AND LANDSCAPED AREAS. REPAIR DAMAGE CAUSED BY CONTRACTOR. REPAIRS SHALL BE PER OWNERS REQUIREMENTS.
2. CONTRACTOR RESPONSIBLE FOR PROTECTION OF ALL EXISTING ROOF SURFACES.
3. CONTRACTOR TO FOLLOW ALL SAFETY REQUIREMENTS PER OSHA.
4. AT COMPLETION OF PROJECT REMOVE DEBRIS FROM ADJACENT ROOF AREAS.
5. CONTRACTOR RESPONSIBLE FOR SEALANT REPLACEMENT AT BUILDING LOCATIONS AS INDICATED. REMOVE EXISTING SEALANT AND BACKER ROD. CLEAN AND PREPARE JOINT SURFACES. INSTALL NEW BACKER ROD AND SEALANT.

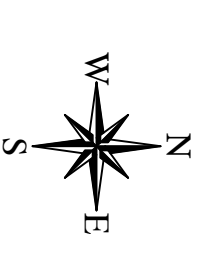
**NOTES**

1. CONCRETE PANEL JOINT. TOOL NEW SEALANT FOR CONCAVE RECESSED JOINT.
2. PARAPET WALL. NEW SEALANT JOINT ACROSS TOP OF WALL. NEW SEALANT ON BACK SIDE OF PARAPET AT TOP OF EXISTING TERMINATION BAR.
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6. ROOF FLASHING. NEW SEALANT AT JOINT BETWEEN EXISTING METAL ROOF FLASHING RECEIVER AND CONCRETE PANEL.
7. MASONRY OPENING. NEW SEALANT AT JOINTS BETWEEN METAL FRAME AND CONCRETE PANEL.
8. MISCELLANEOUS PENETRATION. INSTALL PERIMETER NEW SEALANT.
9. SCULPTER. REFER TO ROOF DETAIL 12A104 AND 13A104.
10. NEW SEALANT BETWEEN BOTTOM OF CONCRETE PANEL AND PARAPET WALL.

**ELEVATION A**  
1/8" = 1'-0"



**KEY PLAN**  
N.T.S.



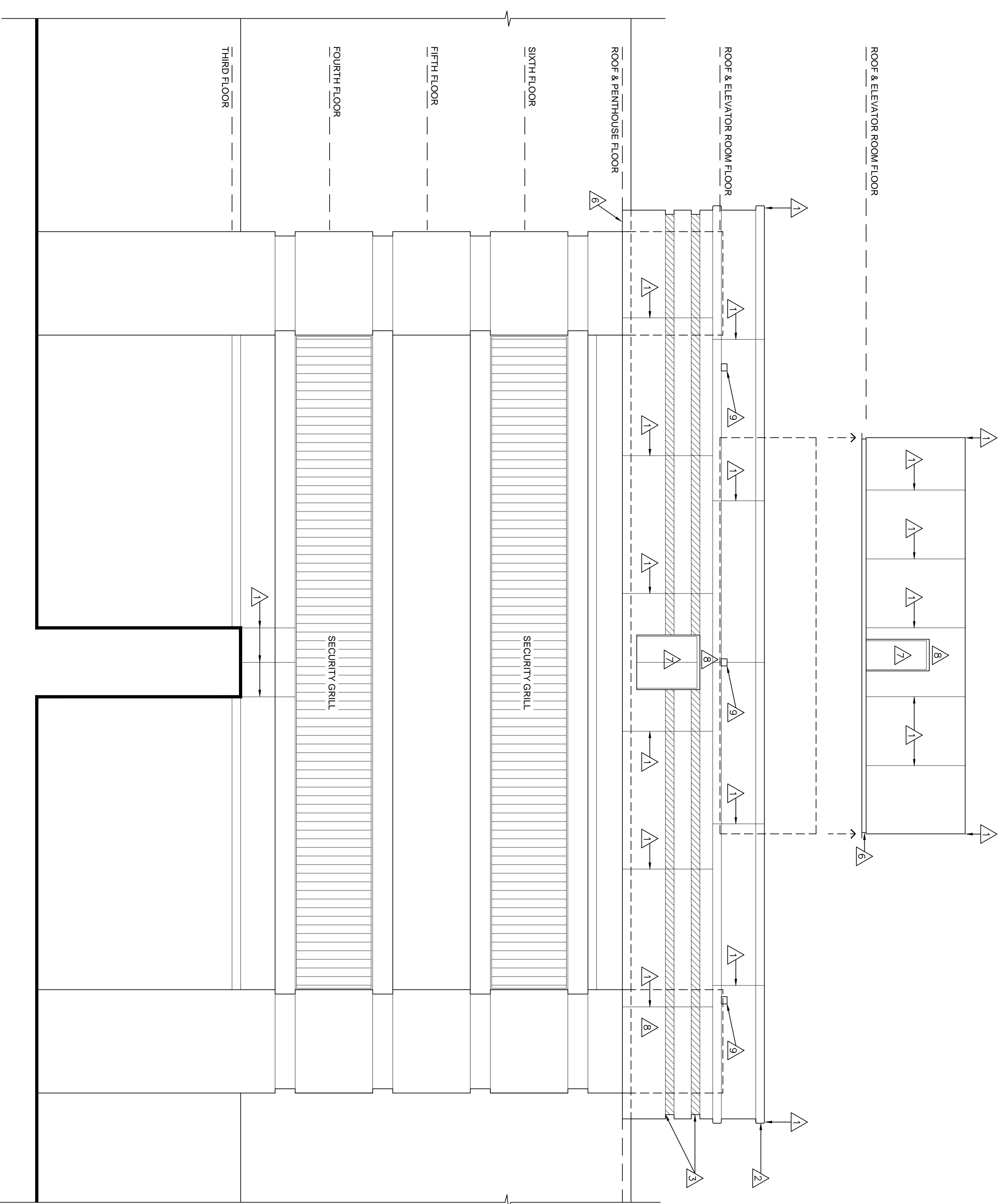
# WYANDOTTE COUNTY JUSTICE COMPLEX

## 710 N. 7th ST KANSAS CITY, KS 66101

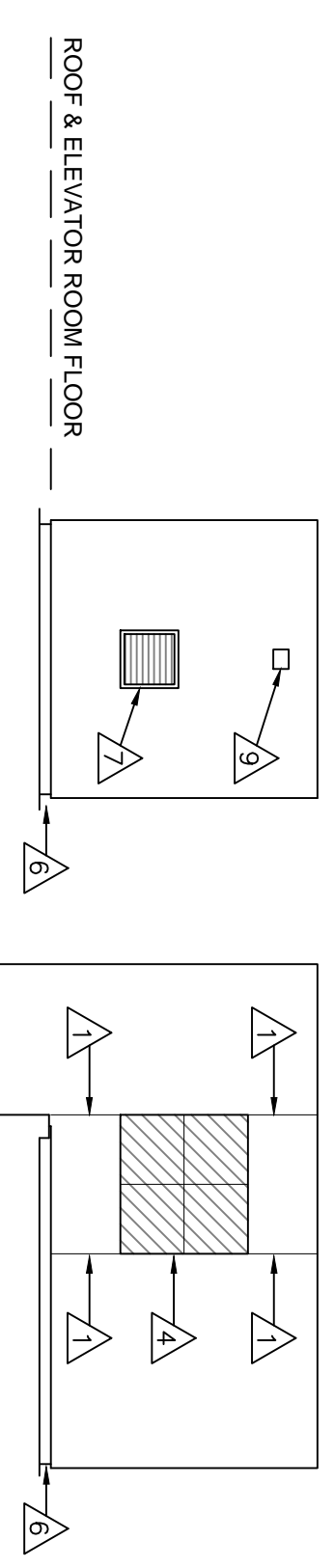
**RTI** Consultants  
 22117 W. 83rd Street  
 Lenexa, KS 66227  
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Date:	FEBRUARY 2017
Scale:	1/8"=1'-0"
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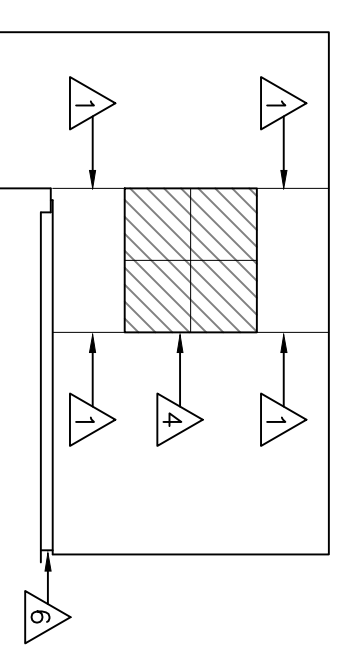
Drawing Title  
**WEST ELEVATION**  
 Drawing No.  
**A203**



(TYPICAL 4 PLACES)  
**ELEVATION B**  
 1/8" = 1'-0"



(TYPICAL 8 PLACES)  
**ELEVATION C**  
 1/8" = 1'-0"



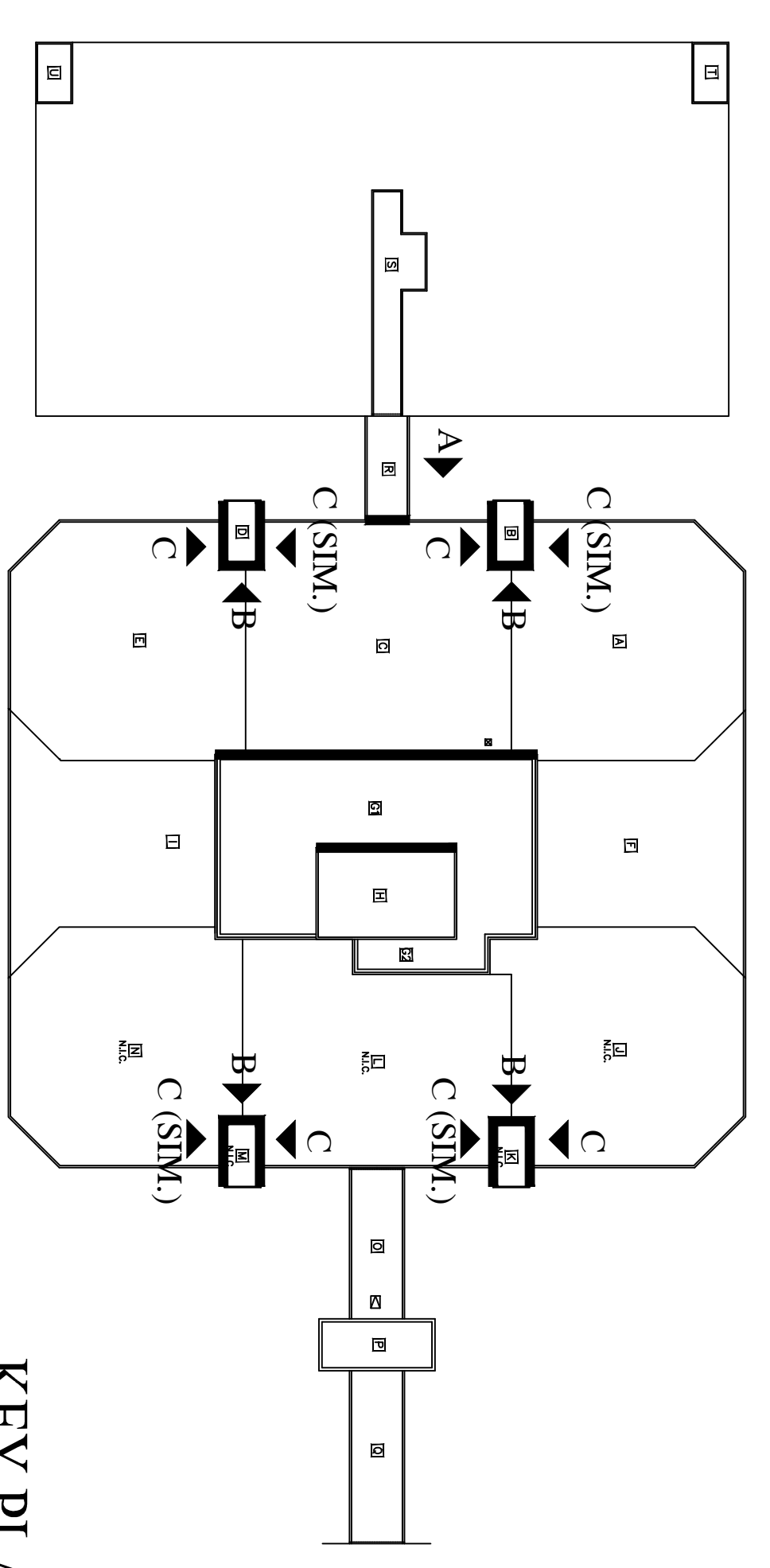
**GENERAL NOTES**

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**NOTES**

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8. MISCELLANEOUS PENETRATION. INSTALL PERIMETER NEW SEALANT.
9. SCUPPER. REFER TO ROOF DETAIL 12A104 AND 13A104.

**ELEVATION A**  
 1/8" = 1'-0"



**KEY PLAN**  
 N.T.S.

