

Request for Proposal:

**Synthetic Turf Replacement
Scheels Overland Park Soccer Complex
Overland Park, Kansas**



October 25, 2016

CITY OF OVERLAND PARK, KANSAS
LEISURE SERVICES/SOCCER COMPLEX

NOTICE TO BIDDERS

Sealed bids for **SCHEELS Overland Park Soccer Complex - Turf Replacement** will be received by the City of Overland Park, Kansas, at the office of the City Clerk, City Hall, 8500 Santa Fe Drive, Overland Park, Kansas 66212 until **2:00p.m. local time on Tuesday, November 29, 2016**. At that time all sealed bids will be transferred to the City Council Chamber, City Hall, where they will be publicly opened and read aloud. Any bid received after the designated closing time will be returned unopened.

All bids shall be submitted in sealed envelopes addressed to the City Clerk of Overland Park, Kansas, and marked **"BID FOR SCHEELS Overland Park Soccer Complex - Turf Replacement"**.

Copies of bid documents and/or questions regarding the specifications can be obtained by contacting Vance Rzepka (VSR Design & field consultant) at 913-484-5211 or Mike Laplante (Manager, Soccer Complex) at 913-685-1512 x2001. Bids shall be made upon the form provided, in ink or typewritten. No oral, telegraphic, facsimile or telephonic bids or alterations will be considered. Bidders submitting bids not conforming to the detailed specifications must state variances on the specification sheets where applicable. Bids cannot be altered or changed after they have been received by the City and opened. If more than one bid is submitted, please submit each bid in a separate envelope.

Neither the City nor Consultant shall be responsible for the accuracy, completeness, or sufficiency of any Bid Documents obtained from any source other than the source indicated above. Obtaining copies of plans, specifications, bid documents and other contract documents from any other source(s) may result in obtaining incomplete and inaccurate information. Obtaining these documents from any source other than directly from the source listed herein may also result in failure to receive any addenda, corrections, or other revisions to these documents that may be issued.

The City of Overland Park, Kansas, reserves the right to accept or reject any and all bids and to waive any technicalities or irregularities therein. Bids may be modified or withdrawn by written request of the bidder received in the office of the City Clerk, prior to the time and date for bid opening; provided, however, that no bidder may withdraw its bid for a period of sixty (60) days from the date set for the opening thereof. ALL BIDDERS AGREE THAT REJECTION SHALL CREATE NO LIABILITY ON THE PART OF THE CITY BECAUSE OF SUCH REJECTION. IT IS UNDERSTOOD BY ALL BIDDERS THAT AN UNSUCCESSFUL BIDDER HAS NO CAUSE OF ACTION AGAINST THE CITY FOR BID PREPARATION COSTS. THE FILING OF ANY BID IN RESPONSE TO THIS INVITATION SHALL CONSTITUTE AN AGREEMENT OF THE BIDDER TO THESE CONDITIONS.

**A mandatory pre-bid conference will be held Wednesday November 2 or November 9, (must attend either) from 2:00-4:00p.m. at:
SCHEELS Overland Park Soccer Complex
13700 Switzer Rd
Overland Park, KS 66221**

Bid prices shall include delivery of the bid items to the location stated on the Bid form. Delivery date shall be stated on the Bid form.

Publish: The Legal Record

Date: October 25, 2016

NB-1

INSTRUCTIONS TO BIDDERS

- IB-1. **BIDS:** All bids shall be made on the forms provided in this bound volume of contract documents and shall be in compliance with the Notice to Bidders. All appropriate blanks shall be filled in and shall be signed by the appropriate individual on behalf of him/herself or the entity submitting the bid. Each bid must be enclosed in a sealed envelope plainly marked "**BID FOR Scheels Overland Park Soccer Complex – Turf Replacement Project**". As per the Notice to Bidders, bid shall be addressed to:

CITY OF OVERLAND PARK, KANSAS
Attention: City Clerk
8500 Santa Fe Drive
Overland Park, Kansas 66212

IB-2. **DEFINITIONS:**

- a. All definitions set forth in the General Conditions or in other contract documents are applicable to the Bidding Documents.
- b. "Alternative Bid" (or "Alternate") means an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the work, as described in the Bidding Documents, is accepted.
- c. "Base Bid" means the sum stated in the Bid for which the Bidder offers to perform the work described in the Bidding Documents as the base, to which work may be added or from which work may be deleted for sums stated in Alternate Bids.
- d. "Bid" shall mean the offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the work to be performed (and the City reserves the right to reject any and all bids).
- e. "Bidder" shall mean any individual, partnership, corporation, association or other entity submitting a Bid for the work.
- f. "Bidding Documents" shall mean all documents related to a Bidder's submitting a Bid, including, but not limited to, the advertisement for Bids, if applicable, Instructions to Bidders, the Bid form, other sample bidding and contract forms and the proposed contract documents, including any addenda issued prior to receipt of Bids. At the City's option, Bidders may be required to complete and submit a prequalification statement.
- g. "City" means the City of Overland Park, Kansas.
- h. "Contractor" shall mean the entity entering into the contract for the performance of the work covered by the contract, together with its duly authorized agents or legal representatives.
- i. "Successful Bidder" means the person or entity who is determined and declared by the City to have submitted the lowest and best responsible Bid in conformity with the terms of the Bidding Documents.

- j. “Unit Price” means an amount stated in the Bid as a price per unit of measurement for materials or services as described in the Bidding Documents or in the proposed contract documents.

IB-3. BIDDER'S REPRESENTATIONS: Each Bidder by making its Bid represents that:

- a. It has read and understands the Bidding Documents, and its Bid is made in accordance therewith.
- b. It has visited the site, has familiarized itself with the local conditions under which the work is to be performed, has reviewed all published reports, inspections and other documents relating to the project and has correlated its observations with the requirements of the proposed contract documents.
- c. Its Bid is based upon the materials, systems and equipment required by the Bidding Documents without exception.
- d. It has familiarized itself with state, federal law and local ordinances, regulations, and permitting requirements which may affect cost and/or progress or performance of the work.

IB-4. BIDDING DOCUMENTS: Bidders may obtain complete sets of the Bidding Documents from the City or the consultant for the sum stated in the Notice to Bidders. Neither the City nor the consultant shall be responsible for the accuracy, completeness, or sufficiency of any Bidding Documents obtained from any source other than the source indicated in the Notice to Bidders. Obtaining copies of Bidding Documents from any other source(s) may result in obtaining incomplete and inaccurate information or result in failure to receive any addenda, corrections, or other revisions to these documents that may be issued.

Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the City nor the consultant assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

The City in making copies of the Bidding Documents available on the above terms does so only for the purpose of obtaining Bids on the work and does not confer a license or grant for any other use.

IB-5. DEFECTS IN BIDDING DOCUMENTS: Bidders shall promptly notify the City of any errors, omissions, discrepancies or inconsistencies (hereinafter "defects") which they may discover upon examination of the Bidding Documents or of the site and local conditions. Bidders will not be permitted to take advantage of any such defect.

Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the consultant at least seven days prior to the date for receipt of Bids.

Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.

- IB-6. SUBSTITUTIONS: The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the consultant at least seven (7) days prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or other work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the Bidder. The consultant's decision of approval or disapproval of a proposed substitution shall be final.

If the consultant approves any proposed substitution prior to receipt of Bids, such approval will be set forth in a written addendum. Bidders shall not rely upon approvals made in any other manner.

No substitutions will be considered after the contract award unless specifically provided in the contract documents (see GC-61).

- IB-7. ADDENDA: Written addenda will be mailed or delivered to all who are known by the consultant to have received a complete set of Bidding Documents.

Copies of written addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

No written addenda will be issued later than four (4) days prior to the date for receipt of Bids except an addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

Each Bidder shall ascertain prior to submitting its Bid that it has received all written addenda issued, and it shall acknowledge its receipt in its Bid.

- IB-8. INSURANCE:

- a. General: The Contractor shall secure and maintain, throughout the duration of the agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein. Contractor shall provide certificates of insurance and renewals thereof on forms provided by the City or on forms acceptable to the City. The City shall be notified by receipt of written notice from the insurer or the Contractor at least thirty (30) days prior to material modification or cancellation of any policy listed on the Certificate.

Bidders are referred to Article GC-38 of the General Conditions for additional insurance information.

- b. Notice of Claim Reduction of Policy Limits: The Contractor, upon receipt of notice of any claim in connection with the agreement, shall promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability.

The Contractor shall monitor and promptly notify the City of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by

the contract documents) if the Contractor's limits of protection shall have been impaired or reduced to such extent that the limits fall below the minimum amounts required herein. The Contractor shall promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

c. Commercial General Liability:

Limits –

General Aggregate:	\$2,000,000
Products / Completed Operations Aggregate:	\$2,000,000
Personal & Advertising Injury:	\$1,000,000
Each Occurrence:	\$1,000,000

Policy MUST include the following conditions:

1. Pollution Liability (Applicable only to contracts involving pollutants such as asbestos & lead abatement, sludge or other waste abatement, etc.)
2. **NAME CITY OF OVERLAND PARK AS “ADDITIONAL INSURED”**

d. Automobile Liability: Policy shall protect the Contractor against claims for bodily injury and/or property damage arising from the ownership or use of any owned, hired and/or non-owned vehicle.

Limits (Same as Commercial General Liability) -

Combined Single Limits, Bodily Injury and Property Damage - Each Accident:

Policy MUST include the following condition:

NAME CITY OF OVERLAND PARK AS “ADDITIONAL INSURED”

e. Umbrella Liability: The Umbrella / Excess Liability must be at least as broad as the underlying general liability and automobile liability policies.

Limits –

Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000

f. Workers' Compensation: This insurance shall protect the Contractor against all claims under applicable state workers' compensation laws. The Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of workers' compensation law. The policy limits shall not be less than the following:

Workers' Compensation:	Statutory
Employer's Liability:	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

g. Owner's Protective Liability: The Contractor shall take out, pay for and deliver to the City, an Owner's Protective Liability insurance policy written on an occurrence basis and naming the City as named insured. The policy shall be maintained during the life of the agreement. Limits of protection shall be at least **\$1,000,000** Combined Single Limits, Bodily Injury and Property Damage, and shall contain no exclusion

relative to any function performed by the City or its employees and agents in connection with the project.

- h. Industry Ratings: The City will only accept coverage from an insurance carrier who offers proof that it:
1. Is authorized to do business in the State of Kansas;
 2. Carries a Best's policy holder rating of A- or better; and
 3. Carries at least a Class VIII financial rating, **or**
 4. Is a company mutually agreed upon by the City and Contractor.
- i. Subcontractors' Insurance: If a part of the Contract is to be sublet, the Contractor shall either:
1. Cover all subcontractors in its insurance policies, **or**
 2. Require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss as and in the minimum amounts designated.

Whichever option is chosen, contractor shall indemnify and hold harmless the City as to any and all damages, claims or losses, including attorney's fees, arising out of the acts or omissions of its subcontractors.

- j. Railroad Protective Liability: Additional requirement applicable when working on railroad property.

Named Insured:	Applicable Railroad
Limits – Bodily Injury & Property Damage:	Per Railroad Requirements

- k. Aircraft Liability: Additional requirement applicable for aerial photograph or contract involving any use of aircraft.

Limits- Single Limit Bodily Injury; Including Passengers; and Property Damage:
\$1,000,000 Each Occurrence

Coverage must include all Owned, Hired and Non-Owned Aircraft.

Policy **MUST** include the following condition:

NAME CITY OF OVERLAND PARK AS “ADDITIONAL INSURED” ON THE HIRED AND NON-OWNED AIRCRAFT LIABILITY.

- l. Contractor Property Insurance (“Builder’s Risk”): [Additional requirement when constructing a building.] Unless otherwise provided in the contract documents, Contractor shall procure and maintain property insurance from insurance companies authorized to do business in the State of Kansas upon the entire project to the full insurable value of the project, including professional fees, overtime premiums and all other expenses incurred to replace or repair the insured property. The property insurance obtained by Contractor shall include as additional insured’s the interests of City, Contractor, design consultants, subcontractor and sub-subcontractors, and shall insure against the risk of direct physical loss including but not limited to fire and extended coverage, theft, vandalism, malicious mischief, collapse, flood, earthquake, debris removal and other perils or causes of loss as called for in the contract

documents. The property insurance shall include physical loss or damage to the work, including materials and equipment in transit, at the site or at another location as may be indicated in Contractor's application for payment and approved by City. All deductibles are the responsibility of the Contractor.

1. Unless the contract documents provide otherwise, Contractor shall procure and maintain boiler and machinery insurance that will include the interests of City, Contractor, design consultants, subcontractors and sub-subcontractors.
2. Prior to commencing any work, Contractor shall provide City with certificates evidencing that (1) all Contractor's insurance obligations required by the contract documents are in full force and in effect and will remain in effect until Contractor has completed all of the work and has received final payment from City and (2) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to City. Contractor's property insurance shall not lapse or be canceled if City occupies a portion of the work. Contractor shall provide City with the necessary endorsements from the insurance company prior to occupying a portion of the work.
3. Any loss covered under Contractor's property insurance shall be adjusted with City and Contractor and made payable to both of them as trustees for the insured's as their interests may appear, subject to any applicable mortgage clause. All insurance proceeds received as a result of any loss will be placed in a separate account and distributed in accordance with such agreement as the interested parties may reach. Any disagreement concerning the distribution of any proceeds will be resolved in accordance with Article II of the Agreement.
4. City and Contractor waive against each other and City's separate contractors, design consultants, subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. Contractor and City shall, where appropriate, require similar waivers of subrogation from City's separate contractors, design consultants and subcontractors and shall require each of them to include similar waivers in their contracts.

IB-9. **BID SECURITY**: Each Bid shall be accompanied by a bid bond or a certified cashier's check on an acceptable bank, made payable, without condition, to the City of Overland Park, Kansas, (hereinafter "City") in an amount of not less than five percent (5%) of the total Bid. In addition to other legal remedies, the amount of said bid security may be retained by and forfeited to the City as liquidated damages if such Bid is accepted and the Successful Bidder fails to enter into an agreement in the form prescribed, within the time specified in the notice of award by the City; provided, however, that the City shall not necessarily be limited in protecting its legal rights to enforcement of its rights under the bid security. Deposits will be returned to unsuccessful Bidders, with the exception of the second qualifying Bidder, at such time as their Bids are rejected. The Bid deposit of the Successful Bidder and the second qualifying Bidder will be returned when satisfactory insurance certificates, performance bond and statutory or labor and material payment bond in an amount equal to 100% of the agreement and other documents required by the General Conditions have been furnished and the contract documents have been executed.

IB-10. TAXES: It is the intent of the City to supply the Contractor with a Project Exemption Certificate for use in purchasing materials and supplies used on the project. The Contractor shall, in preparing its Bid, omit from its computed costs all sales and compensation taxes. Upon issuance of a Kansas tax exemption number, two (2) copies of the Project Exemption Certificate (Form PR-74a) will be forwarded to the Contractor. Upon completion of the project, the City will provide the State of Kansas with the project completion date and the State will issue a Project Completion Certification. This will be forwarded to the Contractor who must sign and return it to the City. All invoices must be retained by the Contractor for a period of five (5) years and are subject to audit by the Kansas Department of Revenue. Final payment will not be made to the Contractor until the City has received the Project Completion Certification from the Contractor along with a Consent of Surety Company to Final Payment.

IB-11. LIQUIDATED DAMAGES: In case of failure on the part of the Contractor to effect completion within the time specified, the City shall have the right to deduct from the total compensation otherwise due the Contractor as liquidated damages based on the full Bid price of the agreement, fixed and agreed to in advance, according to the following schedule:

<u>Contract Amount</u>		<u>Liquidated Damages</u>
\$0	to \$50,000	\$250.00
\$50,000	to \$100,000	\$400.00
\$100,000	to \$500,000	\$800.00
\$500,000	to \$1,000,000	\$1,000.00
\$1,000,000	to \$2,000,000	\$1,750.00
\$2,000,000	to \$5,000,000	\$2,500.00
\$5,000,000	to \$10,000,000	\$3,500.00
\$10,000,000	to \$20,000,000	\$5,500.00
\$20,000,000	and up	\$6,000.00

for each twenty-four (24) hour calendar day, including Sundays and holidays, the work remains incomplete over the specified completion time. **(THE CITY RESERVES THE RIGHT TO ADJUST THE SCHEDULE OF LIQUIDATED DAMAGES, PRIOR TO ADVERTISING FOR BIDS, BASED ON THE SCOPE AND URGENCY OF THE PROJECT.)**

In the event moneys being retained by the City shall not be sufficient to cover the amount of any liquidated damages, City may sue for and recover compensation for damages for nonperformance of the contract at the time stipulated herein and provided for.

IB-12. MODIFICATION OR WITHDRAWAL OF BIDS: Bids may be modified or withdrawn by written request of the Bidder received in the office of the City Clerk, prior to the time and date for Bid opening. No Bidder may withdraw its Bid for a period of thirty (30) days from the date set for the opening thereof.

IB-13. ACCEPTANCE AND REJECTION OF BIDS AND AWARD OF CONTRACT: The contract will be awarded to the lowest and best, responsible Bidder as determined by the City.

The City reserves the right to reject any and all Bids; to waive any and all irregularities and informalities; to negotiate contract terms with the Successful Bidder; and the right to disregard all nonconforming, non-responsive or conditional Bids.

In evaluating Bids, the City may consider the qualification of Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and Unit Prices if requested in the

Bid forms. The City reserves the right to reject the Bid of any Bidder who does not pass the evaluation to the City's satisfaction.

- IB-14. BONDS: The Contractor to whom the work is awarded will be required to furnish a Performance Bond, Maintenance Bond, and a Statutory or Labor and Material Payment Bond in the forms hereinafter provided in an amount equal to 100 percent (100%) of the amount of the contract to be awarded in each case in addition to any other bonds as may be required by the contract documents. With each bond there shall be filed with the City one copy of "Power of Attorney" certified to include the date of the bonds.
- IB-15. INDEMNIFICATION: The Contractor shall be required to indemnify and hold the City harmless as set forth in Article GC-33 of the General Conditions.
- IB-16. BID PREFERENCE: Existing State law (K.S.A. 75-3740a) requires that, to the extent permitted by federal law and regulations, the City, when letting contracts for bids, must require any Successful Bidder-Contractor domiciled outside the state of Kansas to submit a Bid the same percent less than the lowest bid submitted by a responsible Kansas contractor as would be required of such Kansas domiciled contractor to succeed over the bidding Contractor domiciled outside Kansas on a like contract let in the foreign Bidder's domiciliary state. All Bids are received on this condition, and if it is determined by the City that the apparent lowest and best Bidder is a foreign domiciled contractor, such contractor shall be awarded the Contract only if such Contractor's Bid complies with this state law requirement.
- All Bidders domiciled outside of the State of Kansas may be requested to furnish the City with a copy of their state's preferential bidding statutes, if any.
- IB-17. NON-DISCRIMINATION, AFFIRMATIVE ACTION AND SEXUAL HARASSMENT: The Contractor shall comply with Article GC-68 of the General Conditions.
- IB-18. APPOINTMENT OF SERVICE AGENT: Kansas Statutes Annotated 16-113 requires that non-resident Contractors appoint an agent for the service of process in Kansas. The executed appointment must then be filed with the Secretary of State, Topeka, Kansas. Any Successful Bidder-Contractor domiciled outside the State of Kansas must comply with these statutory requirements.
- IB-19. SUBCONTRACTING: As provided in Article GC-36, the Contractor may utilize the services of subcontractors on those parts of the work which, under normal contracting practices, are performed by subcontractors.
- IB-20. CONFLICT OF INTEREST: 31 USCS Section 1352 requires all subgrantees, Contractors, subcontractors and consultants who receive federal funds via the City to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, grant, loan or cooperative agreements.

In addition, contract applicants, recipients and subrecipients must file a form disclosing any expenditures they make for lobbying out of non-federal funds during the agreement period. Necessary forms are available from the City Engineer and should be returned to the City with other contract documents. It is the responsibility of the general Contractor to obtain executed forms from any subcontractors who fall within the provisions of the Code and to provide the City with the same.

BID FORM

LUMP SUM PROPOSAL for:

Scheels Overland Park Soccer Complex
TURF REPLACEMENT PROJECT

PROPOSAL OF: _____
(Hereinafter called "Bidder"),

A CORPORATION* ORGANIZED AND EXISTING UNDER THE LAWS

OF THE STATE OF _____

A PARTNERSHIP* CONSISTING OF _____

AN INDIVIDUAL* TRADING AS _____

*Complete applicable designation.

TO: City of Overland Park, KS
ATTN: City Clerk
8500 Santa Fe Drive
Overland Park, KS 66212

1. The undersigned, having familiarized itself with local conditions affecting the cost of the work at the place where the work is to be done and with all Bidding Documents, including the Instructions to Bidders, Plans and Specifications, General and Supplementary Conditions, the Standard Form of Agreement and the other Contract Documents, and having examined the location of the proposed work and considered the availability of labor and materials, hereby proposes and agrees to perform everything required to be performed, and to provide and furnish any and all labor, materials, supervision, necessary tools, equipment, and all utility and transportation service necessary to perform and complete in a workmanlike and timely manner all of the work required for the project, all in strict conformance with the Instructions to Bidders and other Contract Documents (including Addenda Nos. _____, through _____, the receipt of which is hereby acknowledged), for the lump sums hereinafter specified.

2. BASE BID

Base bid to include General Conditions, demolition, protection of existing facilities, excavation, grading, drainage, gravel, filter fabric, concrete curb, wood nailer, conformance surveys, artificial turf, infill and turf installation, goal posts, play clocks, natural turf renovation and all other miscellaneous items necessary to deliver a complete playing field installation based on the identified "base bid schedule".

a. Turf Name: _____.

The Lump Sum of _____
_____ Dollars (\$ _____).

Additional breakdown requirements are described in Section 01010 Summary of Work, Part 1.11 – Additional Owner Requested Bid Breakdown. ***The Owner intends to evaluate each bid in its entirety and will make its decision based on the information included described in the Summary of Work Part 1.11, Additional Owner Requested Bid Breakdown, as well as the price included above.***

3. Alternates:

1. Full bid in lieu of Base Bid based on Alternative Schedule #1.

Lump Sum price of: _____

Dollars (\$_____).

2. Per Pound price of re-used rubber.

Per Pound price of: _____

Dollars (\$_____).

3. Virgin EPDM Rubber infill in lieu of SBR rubber.

Lump Sum price of: _____

Dollars (\$_____).

4. Deduct alternate to eliminate the "Third party" insurance 8 year warranty for turf system.

Lump Sum price of: _____

Dollars (\$_____).

4. Unit Prices:

1. Replacement of rotted or otherwise defective perimeter nailer.

Lump Sum price of: _____

Dollars (\$_____).

2. Per cubic yard replacement of top gravel due to unstable conditions or excessive fines causing reduced drainage.

Cubic Yard price of: _____

Dollars (\$_____).

5. PROPOSAL EVALUATION CRITERIA

1.	Price	<u>Scoring</u>
	a. Base Bid	125
	b. Alternate and Unit Prices	
2.	Artificial Turf	150
	a. Turf	
	i. Technical Specification	
	ii. Test Results	
	b. Manufacturing Facility	

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Overland Park, KS

	c.	Fiber Source	
	d.	Sustainability	
3.		Experience	125
	a.	Demolition	
	b.	Infill Extraction & Re-use	
	c.	Installation (Certified Field Builder)	
	d.	References – Turf System	
	e.	References – Installation	
4.		Schedule/Project Approach	75
5.		Lawsuits/Ownership Stability	<u>25</u>
Total			500

6. TAX EXEMPTION

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

7. CHANGES IN THE WORK

Changes in the work shall be as established in the Contract Documents. The following fees shall be used for lump sum pricing and actual cost pricing of additions and deletions to the work included in the Bid, Namely:

		<u>Not to Exceed</u>
A.	To Contractor for work performed by his own forces	10%
B.	To Contractor for work performed by other than his own forces	5%
C.	To Subcontractor for work performed by his own forces	10%
D.	To Subcontractor for work performed by other than his own forces	5%

Percentages for overhead and profit will not be allowed on bond premiums.

- 8.**
- A. In the execution of the Agreement, no person shall on the grounds of race, color, religion, sex, disability, or national origin be excluded from full employment rights, be denied the benefits of, or otherwise subject to discrimination under any program, service or activity under the provisions of any and all applicable Federal and state laws against discrimination. Bidder shall furnish all information and reports required by the rules, regulations, and order of the Secretary of Labor for purposes of investigating to determine compliance with such laws.
 - B. Bidder shall observe the provisions of the Kansas Acts against Discrimination and shall not discriminate against any person in the performance of work under the Agreement because or race, religion, color, sex, physical handicap unrelated to such person's ability to engage in the particular work, national origin or ancestry.
 - C. In all solicitations or advertisements for employees, Bidder shall include the phrase, "equal opportunity employer", or similar phrase approved by the Owner.
 - D. If bidder fails to comply with the provisions of K.S.A. 441031, bidder shall be deemed to have breached the Agreement and it may be canceled, terminated or suspended in whole or in part, by Owner.
 - E. If bidder is found guilty of a violation of the Kansas Acts Against Discrimination under a decision or order of Owner that has become final, bidder shall be deemed to have breached the present Agreement and it may be canceled, terminated, or suspended in whole or in part, by Owner.

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Overland Park, KS

- F. Bidder shall include the provisions of paragraphs A through E above in every subcontract or purchase order so that such provisions shall be binding upon all subcontractors and vendors.
9. The undersigned hereby proposes and agrees to substantially and/or finally complete the work or segments of the work on or before the scheduled dates listed in Section 01010-Summary of Work, and to pay as liquidated damages the corresponding amount stipulated in Section 01010-Summary of Work for each consecutive calendar day thereafter that the work or segment of the work remains substantially and/or finally incomplete in accordance with the Contract Documents. This provision shall be applied, and the daily liquidated damages amount(s) shall be calculated separately as to each substantial and/or final complete date stated.
10. Accompanying the Bid is Bid Security of at least 5% of the bid in the form of a Bid Bond in the amount of _____ Dollars (\$_____), payable without condition to the Owner, which it is agreed shall be retained as liquidated damages for the delay and extra expense caused the Owner, if the undersigned fails to execute the Contract and furnish the bonds required by the Contract Documents, within the time stated in the Contract Documents.
11. In submitting the Bid it is understood that the right to reject any and all bids has been reserved by the Owner and that this bid may not be withdrawn for a period of sixty (60) days from the opening.

Date this _____ day of _____, 20__.

Name of Bidder

Address of Bidder

Authorized Officer

Title

Telephone Number

(Seal)

ATTESTED:

Scheels Overland Park Soccer Complex – Turf Replacement

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FOR
GENERAL CONDITIONS

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GENERAL CONDITIONS
OF THE CONTRACT FOR CONSTRUCTION

GC-1 CONTRACT DOCUMENTS/CONTRACT FOR CONSTRUCTION

The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the Contract Documents is to include all construction, labor, materials, tools, equipment and transportation necessary for the workmanlike construction of the Project in accordance with the Contract Documents.

The Contract Documents shall consist of (but not necessarily be limited to) the Agreement between the City and Contractor (sometimes referred to herein as the "Agreement"), these General Conditions, the Project Special Provisions, the Plans, the Specifications, all addenda issued prior to and all modifications issued after execution of the Contract (modifications consisting of written amendments to the Contract signed by both parties, Change Orders, written interpretations issued by the Consulting Engineer, written orders for minor changes in the Work issued by the Consulting Engineer and changes in the Work identified in Article GC-25), drawings and data which may be furnished by the Contractor and approved by the City, additional drawings which may be furnished by the Architect/Engineer which the Consulting Engineer deems necessary to make clear the intent of the Contract Documents (and, in particular, the Specifications), and the Bidding Documents. It is understood that the Work shall be carried out and the Project shall be constructed fully in accordance with the Contract Documents.

It is expressly understood and agreed that the bound volume of Contract Documents, any plans, schedules and other drawings herein referred to, and data which may be furnished by the Engineer as are necessary to make clear the intent of the Specifications and Plans, are each and all included in this Contract and the Work shall be done fully in accordance therewith.

If there is any conflict or discrepancy between the Agreement between the City and Contractor and these General Conditions or between the Agreement between City and Contractor and any other of the Contract Documents, the Agreement between City and Contractor shall prevail. If there is any discrepancy between the General Conditions and any other Contract Documents other than the Agreement between City and Contractor, the General Conditions shall prevail, unless such discrepancy is between the General Conditions and the Project Special Provisions, if any, in which case the Project Special Provisions shall prevail. The Contract Documents supersede all previous agreements and understandings between the parties, which previous agreements and understandings are of no further force and effect.

The Contract Documents as enumerated herein form the Contract for construction. The Contract may not be amended or modified except by a modification as hereinabove defined. These Contract Documents do not, nor shall they be construed to, create any contractual relationship of any kind between the City and any Subcontractor or remote tier Subcontractor.

All time limits stated in the Contract Documents are of the essence of the Contract.

GC-2 DEFINITIONS

Whenever any word or expression defined herein, or pronoun used in its stead, occurs in these Contract Documents, it shall have and is mutually understood to have the meaning herein given. Work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

1. "Bid" shall mean the offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed (and the City reserves the right to reject any and all bids).

2. "Bidder" shall mean any individual, partnership, corporation, association or other entity submitting a Bid for the Work.

3. "Bidding Documents" shall mean all documents related to a Bidder's submitting a Bid, including, but not limited to, the advertisement for Bids, if applicable, Instructions to Bidders, the Bid form, other sample bidding and contract forms and the proposed Contract Documents, including any addenda issued prior to receipt of Bids. At the City's option, Bidders may be required to complete and submit a prequalification statement.

4. "Bonds" shall mean the Bid, Performance, Maintenance, and Statutory or Labor and Material Payment Bond, together with such other instruments of security as may be required by the Contract Documents.

5. "Change Order" is a written order issued after the Agreement is executed by which the City, the Consulting Engineer and the Contractor agree to construct additional items of work, to modify the Contract Time, or, in lump sum contracts, to change the character and scope of Work shown on the Contract Plans, or as otherwise provided in Article GC-25. Change Orders must be signed by the City and the Contractor to be binding.

6. "City" shall mean the City of Overland Park, Kansas.

7. "Consultant" or "Consulting Engineer" shall mean the individual, firm or entity designated in the Contract Documents which has been employed by the City for the performance of professional engineering services in connection with the Project; or shall mean the City if the City acts as its own Engineer.

8. "Contract" and "Contract Documents" shall have the meaning ascribed to them in Article GC-1, such terms sometimes being used interchangeably.

9. "Contract Price" shall be the amount identified in the Agreement between City and Contractor as the total amount due Contractor for total completion of the Work as per the Contract Documents. Where the Contract provides that all or a part of the Work is to be Unit Price Work the Contract Price shall initially be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work multiplied by the estimated quantity of each item required for the Work. It is understood and agreed that estimated quantities of items for Unit Price Work are not guaranteed and are solely for the purpose of comparison of bids and determining an initial Contract Price. Determinations of actual quantities and classifications of Unit Price Work shall be made by the Consulting Engineer. Each unit price shall be deemed to include Contractor's overhead and profit for each separately identified item.

10. "Contract Time" shall be the number of calendar days stated in the Contract Documents for the completion of the Work or shall be a date certain if so designated in the Contract Documents.

11. "Contractor" shall mean the entity entering into the Contract for the performance of the Work covered by this Contract, together with its duly authorized agents or legal representatives. (For purposes of indemnification, see GC-33 for definition of "Contractor".)

12. "Defective Work" shall mean Work which is unsatisfactory, faulty or deficient, or not in conformity with the Contract Documents. It shall also include Work damaged prior to approval of final payment unless responsibility for such damage shall have been expressly assumed by the City at substantial completion.

13. "Effective Date of the Agreement" shall mean the date indicated in the Agreement on which it becomes effective, but, if no such date is indicated, it shall mean the date on which the Agreement is signed and delivered by the City to the Contractor. For this purpose, delivery shall be accomplished by either hand-delivery to the Contractor or placing a copy in the mail, first class, postage prepaid.

14. "Field Order" shall mean a written order issued by the Consulting Engineer which orders minor changes in the Work in accordance with Article GC-25 but which does not involve a change in the Contract Price or Contract Time.

15. "Final Acceptance" shall mean the date when the Consulting Engineer accepts in writing that the construction of the Project is complete in accordance with the Contract Documents such that the entire project can be utilized for the purposes for which it is intended and Contractor is entitled to final payment.

16. "General Requirements" shall mean those provisions of the Specifications which apply to the entire Work.

17. "Inspector" shall mean the engineering or technical inspector or inspectors duly authorized by the Consulting Engineer or the City.

18. "Notice of Award" shall mean the written notice by the City to the apparent successful Bidder stating that upon compliance with the conditions precedent enumerated therein, within the time specified, the City will sign and deliver the Agreement.

19. "Notice to Proceed" shall mean the written notice by the City to the Contractor fixing the date on which the Contract Time is to commence and on which the Contractor shall start to perform its obligations under the Contract Documents. Without the prior express written consent of the City, Contractor shall do no Work until the date set forth in the Notice to Proceed.

20. "Partial Utilization" shall mean placing a portion of the Work to be provided under the Contract Documents to the use intended by the City.

21. "Pay Estimate No. _____" or "Final Pay Estimate" shall mean the form to be used by the Contractor in requesting progress and final payments, including supporting documentation required by the Contract Documents.

22. "Plans" or "the Plans" shall mean and include all drawings which may have been prepared by the City and/or the Consulting Engineer on the City's behalf as a basis for Bids, all drawings (other than Shop Drawings, as defined in Definition No. 23, below.) submitted by the successful Bidder with its Bid or by the Contractor to the City, if and when approved by the Consulting Engineer, and all drawings submitted by the City to the Contractor during the progress of the Work, all of which show the character and scope of the Work to be performed.

23. "Shop Drawings" shall mean all drawings, diagrams, illustrations, schedules and other data which are specifically prepared by the Contractor, a Subcontractor, manufacturer,

fabricator, supplier or distributor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distributor and submitted by the Contractor to illustrate material or equipment for some portion of the Work.

24. "Specifications" shall mean those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction methods, standards and workmanship as applied to the Work and certain administrative details applicable thereto. They may include, but not necessarily be limited to:

- (1) design specifications, e.g. measurements, tolerances, materials, inspection requirements and other information relative to the Work;
- (2) performance specifications, e.g., performance characteristics required, if any;
- (3) purchase description specifications, e.g. products or equipment required by manufacturer, trade name and/or type; provided, however, equivalent alternatives (including aesthetics, warranty and manufacturer reputation) may be substituted upon written request and written approval therefore by the City in accordance with Article GC-61;
- (4) such other information deemed appropriate by the City for inclusion in the Specifications for the proper construction of the Project.

25. "Subcontractor" shall mean an individual, firm or corporation having a direct contract with the Contractor or with another Subcontractor for the performance of a part of the Work.

26. "The Work" or "The Project" (used interchangeably) shall mean the work to be done necessary to complete the construction required of the Contractor by the Contract Documents, and includes all construction, labor, materials, tools, equipment and transportation necessary to produce such construction in accordance with the Contract Documents.

27. "Underground Facilities" shall mean all pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish services or materials including, but not limited to, electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

28. "Unit Price Work" shall mean Work to be paid for on the basis of unit prices (quantity variations).

29. Whenever in these Contract Documents the words "as ordered," "as directed," "as required," "as permitted," "as allowed," or words or phrases of like import are used, it is understood that the order, direction, requirement, permission or allowance of the City and/or the Consulting Engineer is intended.

30. Whenever any statement is made in the Contract Documents containing the expression "it is understood and agreed," or an expression of like import, such expression means the mutual understanding and agreement of the parties hereto.

31. The words "approved," "reasonable," "suitable," "acceptable," "properly," "satisfactory," or words of like effect in import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper or satisfactory in the judgment of the City and/or the Consulting Engineer.

GC-3 DEFECTS IN CONTRACT DOCUMENTS

If Contractor has reasonable cause such that it should, in the exercise of ordinary care of someone in its position, know that any errors, omissions, discrepancies or inconsistencies (hereinafter "defects") appear in the Contract Documents, including, but not limited to, the Plans, Specifications and other documents or the Work, Contractor shall, notify the Consulting Engineer in writing of such defects. Contractor shall remedy any such defects whether or not disclosed to the Consulting Engineer without any increase in the cost of the Work. The Contract Documents shall be appended to all contracts between the Contractor and any Subcontractor or any more remote tier Subcontractor, and such Subcontractors and remote tier Subcontractors shall, likewise, notify the Contractor in writing of any defects therein, and it shall be the obligation of the Contractor to remedy same as if Contractor had discovered such defects itself. The Contractor will not be permitted to take advantage of any such defect.

GC-4 BID

The Contractor acknowledges and agrees that the unit prices and/or lump sum prices shown in the Bid contemplate the construction of all facilities, complete, and in conformance with the Plans and Specifications. Any item or items required in construction for which a specific unit price and/or lump sum price is not provided shall be included in the price for the closest applicable items.

GC-5 COPIES OF THE CONTRACT

Unless otherwise provided in the Contract Documents, City will furnish to Contractor a maximum of five (5) copies of the Contract Documents, free of charge, necessary for the execution of the Work.

Sufficient copies of the Bidding Documents, Bonds and Agreement between City and Contractor shall be prepared, each containing an exact copy of the Contractor's Bid as submitted, the Bonds properly executed and the Contract signed by both parties hereto. These executed counterparts shall be filed with the City, Contractor and the surety company executing the Bonds. The original Bid submitted by the Contractor will be retained by the City.

Contractor shall keep, and make available to City at the Project site, one copy of all Contract Documents for the Work at the Project site, in good order and legibly marked to reflect actual construction. Contractor shall also maintain at the site all approved samples and a print of all approved Shop Drawings. Such Documents, samples and Shop Drawings shall be turned over to the City at the completion of the Work if requested by the City.

Contract Documents are the property of the City, and none of the Contract Documents are to be used on other work by Contractor. At City's request, all Contract Documents shall be returned to the City with the exception of one record set for Contractor. All models and calculations are the property of City.

GC-6 SCOPE, NATURE AND INTENT OF PLANS AND SPECIFICATIONS

The Plans and Specifications are intended to complement, but not necessarily duplicate each other. Together they shall constitute one complete set of the Plans and Specifications, and any Work exhibited in one but not in the other shall be executed just as if it had been set forth in both in order that the Work shall be completed according to the complete design or designs as decided and determined by the Consulting Engineer.

Should anything be omitted from the Plans and Specifications which is necessary to a clear understanding of the Work, or should it appear that various instructions are in conflict, or in the event the Plans and Specifications are silent as to any detail, then it shall be the duty of the Contractor to secure written instructions from the Consulting Engineer before proceeding with the construction affected by such omissions, discrepancies or silence. In accordance with Article GC-3, Contractor's failure to bring any such matter to the attention of the Consulting Engineer shall be at the Contractor's peril, and there shall be no compensation for extra work necessitated thereby.

Dimensions and elevations shown on the Plans shall be accurately followed, even though they may differ from scaled measurements. No Work shown on the Plans, the dimensions of which are not indicated, shall be executed until the required dimensions have been obtained from the Consulting Engineer. Contractor shall be responsible for verification of all locations, dimensions and elevations in the field (including, but not limited to verification of location of Underground Facilities and utilities) and shall verify all field dimensions shown on the Contract Documents.

All Work performed under this Contract shall be done to the lines, grades, and elevations shown on the Plans. The Contractor shall keep the Consulting Engineer informed, a reasonable time in advance of the times and places at which it wishes to do Work, in order that lines and grades may be furnished and necessary measurements for record and payment may be made with the minimum of inconvenience and delay to the Consulting Engineer and the Contractor.

Any Work done without being properly located and established by base lines, offset stakes, bench marks, or other basic reference points may be ordered removed and replaced at the Contractor's cost and expense.

Contractor, together with its Subcontractors, shall carefully examine the Plans and Specifications for any interferences with the Work and clearances that may be required. Contractor shall be responsible for the proper fitting of materials and equipment without substantial alterations. Contractor shall be responsible for eliminating interferences without additional cost to City. If departures from the Plans and Specifications, or other Contract Documents, are deemed necessary by Contractor, details of such departures and reasons therefore shall be submitted to Consulting Engineer, with drawings (if Consulting Engineer determines that drawings are necessary), for approval as soon as practical. No such departure shall be made except at the peril of the Contractor without the prior written approval of the Consulting Engineer.

GC-7 BEGINNING, PROGRESS AND TIME OF COMPLETION OF WORK

After being awarded the Contract, the Contractor shall immediately prepare and submit for approval by the City Engineer a construction schedule giving the dates on which it expects to start and to complete separate portions of the Work, which schedule shall be strictly adhered to unless agreed to in writing by all parties or modified by any extension or extensions of time as hereinafter provided. The schedule shall be submitted before the Notice to Proceed is issued. No Work on this Contract shall begin until said schedule is approved. The City reserves the right to adjust the Contractor's schedule to coordinate with any other projects in the same area.

The Contractor shall, within ten (10) days after being instructed to do so in the written "Notice to Proceed" from the City, commence the Work to be done under this Contract; and the rate of progress shall be such that the Work shall have been completed in accordance with the terms of the Contract on or before the termination of the construction period contractually specified, subject to any extension or extensions of such time made as hereinafter provided.

The Contractor shall submit monthly progress reports and schedules. The progress report shall summarize Work completed, identify any weather and/or utility delays encountered, and indicate Work anticipated for the upcoming month. The schedule will be detailed indicating how the remaining Work will be completed within the stated deadlines (the remaining Work shall include identifying/incorporating utility relocation work with the project-related construction work). The progress report and schedule will be required before payment of monthly pay estimates.

If requested, a weekly construction schedule shall be submitted to the City and approved by the City Engineer. Modifications and/or revisions to the schedule shall have twenty-four (24) hour notice with approval by the City Engineer.

GC-8 SHOP DRAWINGS

Contractor shall review, approve, and submit, with such promptness as to cause no delay in its own Work or in that of any Subcontractor or other Contractor, three (3) copies of all shop, fabrication, assembly, foundation and other drawings and schedules required by the Specifications, including, but not limited to: (1) drawings of equipment and devices offered by the Contractor for approval of the Consulting Engineer in sufficient detail to adequately show the construction and operation thereof; (2) drawings showing essential details of any change in design of construction proposed, for consideration by the Consulting Engineer, by the Contractor in lieu of the design or arrangement required by the Contract Documents, or any item of extra work there under; (3) all required wiring and piping layouts; and (4) structural and reinforcing fabrication drawings. All submittals, regardless of origin, shall be stamped with the approval of the Contractor and identified with the name and number of this Contract, Contractor's name and references to applicable specification paragraphs and Contract drawings. Each submittal shall indicate the intended use of the item in the Work. Contractor's stamp of approval is representation to the Consulting Engineer, that the Contractor accepts full responsibility for determining and verifying all quantities, dimensions, field construction criteria, materials, and similar data, and that he has reviewed or coordinated each submittal with the requirements of the Work and the Contract Documents. All deviations from the Contract Documents shall be identified on each submittal and shall be tabulated in the Contractor's letter of transmittal. Such submittals shall, as pertinent to the deviation, indicate essential details of all changes proposed by Contractor (including modifications to other facilities that may be a result of each deviation).

The Consulting Engineer shall review the Shop Drawings for conformance with the design concept of the Work and information as given in the Contract Documents. The Contractor is not relieved of responsibility for any deviation from the requirements of the Contract Documents by the Consulting Engineer's approval of the Shop Drawings, product data, or samples. The Contractor is not relieved from responsibility for errors or omissions in Shop Drawings by the Engineer's approval thereof. The Consulting Engineer shall respond to, accept or reject such submissions within a reasonable time after receipt thereof. Contractor shall make such revisions as deemed necessary. On Final Acceptance, the Consulting Engineer shall be furnished with a total of five (5) copies of each drawing as finally approved, such number to include any copies of preliminary or revised drawings which are approved as submitted. No Work shall be performed in connection with the fabrication or manufacture of material or equipment shown by any drawing thereof, nor shall any accessory, appurtenance or device not fabricated or manufactured by the Contractor or its

Subcontractors be purchased, until the drawing or drawings therefore have been approved as stipulated, except at the Contractor's own risk and responsibility.

GC-9 CONTRACTOR'S RESPONSIBILITIES AS TO AMBIGUITIES

If there is any ambiguity in Consulting Engineer's drawings or instructions, Contractor shall ask the Consulting Engineer for clarification. Upon written request of Contractor, the Consulting Engineer shall furnish, with reasonable promptness, additional instructions by means of drawings, Specifications or other information necessary for the proper execution of the Work. The Work shall be executed in conformity therewith, and, in accordance with Article GC-3, Contractor shall do no Work without proper instructions except at its peril. Nothing herein to the contrary shall affect Contractor's responsibilities with regard to defects as set forth in Article GC-3.

GC-10 CONCEALED CONDITIONS

The Contractor understands that the City does not warrant that the various and sundry materials and information, including, for example, soil tests, bore reports, utility locations and other such data and as-builts in the case of renovation of or addition to existing facilities, reflect actual conditions. The Contractor warrants that it has examined the site and conducted such tests and examinations as it deems necessary. That being the case, should concealed conditions encountered in the performance of the Work below the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, be encountered, there shall be no adjustment in the Contract Price for any extra work necessitated thereby, although, if necessary, the Contract Time may be adjusted.

GC-11 CONTRACTOR TO FURNISH STAKES AND HELP

The Contractor, unless otherwise instructed, shall stake the Work and shall furnish, without charge, competent people from its force and such tools, stakes, and other materials as required in properly staking out the Work, in making measurements and surveys and in establishing temporary or permanent reference marks in connection with said Work. The stakes furnished for the staking of the Work shall be of such type, size and quality as to be acceptable to the Consulting Engineer.

GC-12 PRESERVATION OF MONUMENTS AND STAKES

The Contractor shall carefully preserve all monuments, property corners, bench marks, reference points and stakes, and in case of destruction of the same, will be responsible for proper replacement and for any mistakes or loss of time that may be caused by their unnecessary loss or disturbance. In the event that the loss of stakes, etc., causes a delay in the Work, the Contractor shall have no claim for damages or extensions of time. In the case of any permanent monuments, property corners or bench marks which must of necessity be removed or disturbed in the construction of the Work, the Contractor shall carefully protect and preserve the same until they can be properly referenced for relocation. The Contractor shall furnish at its own expense such materials, surveyors and assistance as are necessary for the proper replacement of monuments, property corners or bench marks that have been moved or destroyed.

GC-13 PERMITS AND NOTICES

(a) All permits and licenses shall be secured and paid for by Contractor, unless otherwise specified.

(b) Contractor shall give all notices required by and all Work shall be done in accordance with all applicable federal and state laws, City and County laws and ordinances, building codes and rules and regulations bearing on the conduct of the Work.

(c) Contractor shall notify all affected utilities of the Work and coordinate with the utilities to avoid interruption of utility service and damage to utility lines and property. This notice requirement shall also apply as to the owner/operator of any affected Underground Facility. Any project delay, damages or increase in construction costs due to utility relocation delays shall be at the Contractor's risk.

GC-14 GENERAL ADMINISTRATION OF THE CONTRACT

(a) Unless otherwise stipulated, Contractor shall provide and initially pay for all Work (including labor, transportation, tools, equipment, machinery, plant and appliances) necessary in producing the results called for by the Contract Documents.

(b) Unless otherwise specified, all supplies, materials, equipment and other facilities are guaranteed to be new and all Work shall be of good quality and workmanship and free from defects or fault. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of the Work.

(c) The Contractor shall be solely responsible for and have complete control and charge of construction means, methods, techniques, sequences and procedures, and for safety precautions and programs in connection with the Work. The City shall not be responsible for nor have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

(d) The Contractor shall, in addition to the schedule required by Article GC-7, give to the Consulting Engineer full information in advance as to its plans for carrying on any part of the Work. If at any time before the beginning or during the progress of the Work, any part of the Contractor's plant or equipment or any of its methods of executing the Work, appear to the Consulting Engineer to be unsafe, inefficient or inadequate to ensure the required quality or rate of progress of the Work, the Consulting Engineer may order the Contractor to increase or improve its facilities or methods, and the Contractor shall promptly comply with such orders; but neither compliance with such orders nor failure of the Consulting Engineer to issue such orders shall relieve the Contractor from its obligation to secure the degree of safety, the quality of Work and the rate of progress required by the Contract.

(e) The approval by the Consulting Engineer of any plan, schedule or method of work proposed by the Contractor shall not relieve the Contractor of any responsibility therefore, and such approval shall not be considered as an assumption by the City, or any officer, agent or employee thereof, of any risk or liability, and the Contractor shall have no claim under this Contract on account of the failure or inefficiency of any plan or method so approved. Such approval shall be considered and shall mean that the Consulting Engineer has no objection to the Contractor's use or adoption, at the Contractor's own risk and responsibility, of the plan or method so proposed by the Contractor.

(f) Any plan or method of Work suggested by the Consulting Engineer or the City, to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part,

shall be used at the risk and responsibility of the Contractor, and the Consulting Engineer and the City will assume no responsibility therefor.

GC-15 CONTRACTOR'S EMPLOYEES

(a) Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the Work any unfit person or anyone not skilled in the Work assigned to him.

(b) Contractor shall be responsible for compliance with all state and federal laws, if applicable, pertaining to wages, hours and benefits for workers employed to carry out the Work.

GC-16 SAMPLES

Contractor shall furnish for approval samples if directed by the Consulting Engineer or the Contract Documents. The Work shall be in accordance with approved samples.

GC-17 PROTECTION AND MAINTENANCE OF PUBLIC AND PRIVATE PROPERTY; LIABILITY

(a) Contractor shall be solely liable for all damages to the City or the property of the City, to other contractors or other employees of the City, to neighboring premises, or to any private or personal property, due to improper, illegal or negligent conduct of the Contractor, its Subcontractors, employees or agents in and about said Work, or in the execution of the Work. The Contractor shall be liable to the City for any damages, whether property damage or personal injury, occasioned by Contractor's use of any scaffolding, shoring, apparatus, ways, works, machinery, plant or any other process or thing that is required for the Work.

(b) Without in any manner limiting Contractor's responsibilities as provided elsewhere in the Contract Documents, the Contractor shall maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards, and assume full responsibility, for the protection of all public and private property, life, the Work, supplies, materials and equipment on the Project site not yet incorporated in the Work, structures, sewers and utilities both above the ground and Underground Facilities, along, beneath, above, across or near the site or sites of the Work being performed under this Contract, or which are in any manner affected by the prosecution of the Work or the transportation of people or materials in connection therewith.

(c) Protection may include, shoring, bracing, supporting and maintaining all underground pipes, conduits, drains and other underground construction uncovered or otherwise affected by the construction Work performed by Contractor. Barriers shall be kept placed at all times to protect bracing and shoring of the trenches shall be in full accordance with Occupational Safety and Health Standards – Excavations; Final Rule 29 CFR Part 1926. All open trenches and other excavations shall be provided with suitable barriers, signs and lights, at Contractor's expense, such that adequate protection is provided to the public against accident by reason of such open construction. Obstructions such as material piles and equipment shall be provided with similar warning lights and signs. All pavement, surfaces, driveways, curbs, walks, buildings, utility poles, guy wires, and other surface structures affected by construction operations in connection with the performance of the Contract, shall be maintained, and if removed or otherwise damaged, shall be restored to the original condition thereof, as determined and approved by the Engineer. All replacement of such underground construction and surface structures or parts thereof shall be made with new materials conforming to the requirements of these Specifications, or if not specified, as approved by the Engineer, at the Contractor's own expense, unless otherwise provided by the Contract.

(d) Barriers shall be kept placed at all times to protect other than those engaged on or about the Work from accident and the Contractor shall be held responsible for all accidents to persons or property resulting from the acts of Contractor or its employees. Contractor shall give reasonable notice to any affected owner or owners when any property is liable to injury or damage through the performance of the Work and shall make all necessary arrangements with such owner or owners relative to the removal and replacement or protection of such property and/or utilities.

(e) Contractor shall comply with any and all instructions from the Consulting Engineer regarding prevention of accidents, fires or for the elimination of any unsafe practice and shall observe all the applicable recommendations of the National Fire Protection Association Standard No. 241 (or other, later revision) "Standards For Safeguarding Building Construction and Demolition Operations".

(f) Contractor shall post danger signs warning against the hazards created by such features of construction as protruding nails, hood hoists, well holes, elevator hatchways, scaffolding, window openings, stairways, falling materials, open trenches, other excavations, obstructions and similar conditions. It shall designate a responsible member of its organization on the Project whose duty shall be the prevention of accidents. The name and position of the person so designated shall be reported to the Consulting Engineer by Contractor.

(g) In an emergency affecting the safety of life, the Work, City's property or of adjoining property, Contractor, without special instruction or authorization from the Consulting Engineer, is hereby permitted to act, at its discretion, to prevent such threatened injury or loss. Any compensation claimed by Contractor on account of emergency work shall be determined by mutual agreement of City and Contractor.

(h) Contractor shall develop and maintain an up-to-date emergency action plan, taking into account fires, hazardous materials, explosions, adverse weather, floods, etc., which shall be in compliance with all federal, state and local laws and ordinances. The procedures should outline specific action to be taken to protect life and to secure and protect the building materials, constructed work, buildings, equipment and the position of cranes. Contractor shall be fully responsible for the contents of and procedures outlined in said plan, including deficiencies therein, whether or not City shall have reviewed said plan.

(i) Contractor shall be responsible for any damage caused by settlement of backfill placed beneath pavement, street, road, and driveway surfacing, and drainage and other structures beneath yards, parking and parks, which may occur at any time prior to and during a period of two (2) years from and after the date of Final Acceptance of Work covered by the Contract; during such period, the Contractor shall at his own expense, refill all excavations where backfill settlement has occurred, and shall repair or cause to be repaired all damage to structures, pavements, surfacing and sod caused by such settlement, to the satisfaction of the City. Should the Contractor fail to repair settlements, which may occur as described above within thirty (30) days after being given notice thereof, the City shall have the right to repair such settlement and charge the cost of such repairs to the Contractor.

(j) Contractor shall be held responsible for all damage to roads, highways, shoulders, ditches, embankments, bridges, culverts, and other property, caused by the Contractor or any of the Contractor's Subcontractors in hauling or otherwise transporting materials to or from the several sites of Work, regardless of the location of such damage. Contractor shall make arrangements relative to the payment for, or repair or replacement of, such damage or damaged surfaces of structures; said arrangements shall be satisfactory and acceptable to the owner or owners of such

damaged surfaces or structures, or to their legally responsible officers, agents or other representatives, and said payment shall be at the Contractor's own cost and expense, unless otherwise provided by the Contract.

(k) All streets, roads, highways and other public thoroughfares which are closed to traffic, under the authority of a proper permit, shall be protected, at Contractor's expense, by means of effective barricades on which shall be placed proper warning signs; such barricades being located at the nearest intersecting public highway or street on each side of the blocked section of such public thoroughfare.

(l) All barricades and obstructions shall be illuminated by means of amber lights at night and all lights used for this purpose shall be at Contractor's expense and shall be kept burning from sunset to sunrise. Materials stored upon or alongside public streets and highways shall be so placed, and the Work at all times shall be so conducted, as to cause the minimum obstruction and inconvenience to the traveling public.

(m) All barricades, signs, lights and other protective devices in public rights-of-way shall be installed and maintained in conformity with applicable statutory requirements and as required by the Manual on Uniform Control Devices, as amended, or any other applicable statutes or ordinances.

GC-18 WORK IN OR ACROSS STREET OR HIGHWAY RIGHT-OF-WAY

All Work performed and all preparations of the Contractor or its employees, and Subcontractors, if any, within the limits of street or highway rights-of-way shall be in conformity with the requirements, and be under the control, through the City, of the street or highway authority owning or having jurisdiction and control over such rights-of-way in each case. Any costs incurred to comply with such requirements are the responsibility of Contractor.

GC-19 MAINTENANCE OF TRAFFIC

Local traffic on all streets shall be carried through construction whenever possible. Detours of traffic will be permitted when necessary and with the prior permission of the City. Streets may be closed for short periods of time under authority of proper permit issued by the City or authority having jurisdiction. However, the Contractor shall conduct its Work so as to interfere as little as possible with public travel, whether vehicular or pedestrian, on such streets. Proper notification to County and City police units and to Fire Districts shall be given by the Contractor before closing any public thoroughfare.

Where construction operations require the closing of private driveways, the Contractor shall give adequate notice to the owner or owners thereof and where necessary shall provide temporary access to private property.

GC-20 NOISE CONTROL

Contractor shall take reasonable measures to avoid unnecessary noise. Such measures shall be appropriate for the normal ambient sound levels in the area during working hours. All construction machinery and vehicles shall be equipped with practical sound muffling devices, and operated in a manner to cause the least noise consistent with efficient performance of the Work.

GC-21 DUST CONTROL

Adequate precaution shall be taken to insure that excessive dust does not become airborne during construction. The Contractor shall comply with any local, state, or federal regulations which apply to this matter in the geographical area of the Work. No separate payment will be made for performing dust control or for applying water for this purpose.

GC-22 INSPECTION OF WORK

(a) Consulting Engineer shall at all times have access to the Work for the observation and inspection thereof wherever it is in preparation or progress, and Contractor shall provide proper facilities for such inspection. The Contractor shall furnish all reasonable aid and assistance required for any such inspection.

(b) All Work must be inspected, tested or approved and the Contractor shall give the Consulting Engineer timely notice of its readiness for such inspection, testing or approval and the date fixed for such inspection, testing or approval, if the inspection, testing or approval is by an authority other than Consulting Engineer. If any Work should be covered up which is required by the above to be inspected, tested or approved and which, by virtue of being so covered up, is not susceptible to being properly inspected, tested or approved, Contractor shall, if requested by Consulting Engineer, uncover such Work and at Contractor's expense bear the cost of uncovering such Work and redoing same after inspection, testing or approval and redoing such other Work damaged as a result of having to uncover and redo same.

(c) Consulting Engineer reserves the right to inspect any and all Work before it is covered up; and, accordingly, Contractor must notify Consulting Engineer before covering any Work. Consulting Engineer shall be given a reasonable time to make its inspection. Contractor shall not cover any Work prior to Consulting Engineer having a reasonable time to inspect. If Work to be covered does not conform to the Contract Documents, Consulting Engineer can withhold its consent to covering up Work until such Work is made to conform at Contractor's expense.

(d) If any labor, supplies, materials or equipment are found not to be in accordance with the Contract Documents, Contractor shall at its own expense bear the cost of uncovering such labor, supplies, materials or equipment, the cost of removing same, as well as the cost of undoing and redoing the Work and other Work damaged by such nonconforming labor, supplies, materials or equipment.

(e) The Contractor shall comply with the directions and instructions of the Consulting Engineer.

(f) The City, the Consulting Engineer and all designated Inspectors shall be free at all times to perform their duties, including the observation and inspection of the Work, and intimidation or attempted intimidation of any one of them by the Contractor or by any of its employees shall be sufficient reason, if the City so desires, to terminate the Contract.

(g) Any inspection, by whosoever conducted, shall not relieve the Contractor from any obligation to perform the Work strictly in accordance with the Plans and Specifications, and any of the Work not so constructed shall be removed and made good by the Contractor at its own expense.

GC-23 SUPERINTENDENCE AND SUPERVISION

The Contractor shall be responsible for coordination between all phases of the Work and provide all necessary supervision to the Work using its best skill, care, judgment and attention and shall keep on the Work, during its progress, a competent superintendent and any necessary

assistants, all satisfactory to Consulting Engineer. The Contractor shall coordinate the activities and scheduling of all operations in accordance with the approved schedule. All unsupervised Work shall be unacceptable and subject to removal and replacement at the Contractors expense. The superintendent shall not be changed except with the consent of the Consulting Engineer unless the superintendent proves to be unsatisfactory to the Contractor and/or ceases to be in its employ; provided however, that the Consulting Engineer retains the right to require that the Contractor replace the superintendent at any time, such right not to be arbitrarily exercised.

The superintendent shall be fully authorized to act for the Contractor and receive whatever orders as may be given for the proper prosecution of the Work or notices in connection therewith. Use of Subcontractors on portions of the Work shall not relieve the Contractor of its obligation to have a competent superintendent directly employed by the Contractor on the Work at all times.

GC-24 CONTRACTOR'S OFFICE AT SITE OF WORK

During the performance of this Contract, the Contractor shall maintain a suitable office at or near the site of the Work which shall be the headquarters of the superintendent authorized to receive drawings, instructions, or other communications or articles from the Consulting Engineer, and any such communication given to the said superintendent or delivered at the Contractor's office at the site of the Work in his/her absence shall be deemed to have been given to the Contractor.

GC-25 CHANGES IN THE WORK

(a) Change Orders. City, without invalidating the Contract, may by Change Order direct changes in the Work which may result in an addition to or deduction from the Contract Price and/or changes in the Contract Time. All Change Orders shall be executed under the provisions of the original Contract Documents. If the Change Order consists of a modification to the Contract Price, the value of such change shall be determined as per paragraph (e) below.

Except for Work done as a result of an emergency endangering life or property, no Work resulting in an additional pay item shall be performed unless pursuant to the provisions of a Change Order.

(b) Quantity Variations. Where changes in the Work involve a change in the quantity of any Bid item, the Contract Price shall be revised by extension of the quantities and unit price of all Bid items so changed subject to written approval of the Consulting Engineer.

(c) Field Orders. Consulting Engineer may order minor changes in the Work through Field Orders, which in no specific, concrete or substantial way increase or decrease the Work; and such minor changes in the Work shall not involve an addition or deduction from the Contract Price.

(d) From time to time the Consulting Engineer may also issue written orders to Contractor for needed clarifications, modifications or corrections. Should a difference of opinion arise as to whether the order constitutes extra work for which additional compensation is due, and the City insists on its performance, the Contractor shall proceed with the Work after making a written request for a Change Order, and it shall keep an accurate account of the actual field cost thereof as provided for in (e)(3) below. The Contractor will thereby preserve the right to submit a claim therefor.

(e) The value of any change in the Work which results in an addition/deletion to the Contract Price shall be determined in one or more of the following ways, at the option of City:

- (1) By agreed lump sum.
- (2) By unit prices named in the Contract or subsequently agreed upon.
- (3) By actual field cost (time and material) plus fifteen percent (15%) and shall include a "Not to Exceed" figure.

In order to arrive at the value for any change, Contractor shall credit City with its projected cost(s), including overhead and fee for any Work which was previously included but which has been excluded by any such change.

(f) No change in the Work shall entail additional time unless the Consulting Engineer determines that additional time is required and specifically so provides in the Change Order. No change in the Work shall entitle the Contractor to delay damages.

(g) Where extra work is performed under (e)(3) above, the term "actual field cost" of such extra work is hereby defined to be and shall include:

- (1) The cost of all workers, such as foremen, timekeepers, mechanics, and laborers, for the time actually employed in the performance of the said extra work;
- (2) All materials and supplies;
- (3) Trucks and rentals on machinery and equipment for the time actually employed or used in the performance of said extra work;
- (4) Any transportation charges necessarily incurred in connection with said equipment authorized by the Consulting Engineer for use on said Work and similar operating expenses;
- (5) All incidental expenses incurred as a direct result of such extra work, including payroll taxes and a ratable proportion of premiums on construction Bonds and, where the premiums therefore are based on payroll costs, public liability and property damage, worker's compensation, and other insurance required by the Contract; provided, however, Contractor must enumerate and justify to City's satisfaction any such claimed incidental expenses; and provided, further, that without in any way limiting City's right to challenge any individual costs claimed by Contractor, incidental costs shall not include:
 - (A) Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in Contractor's principal or a branch office for general administration of the Work unless specifically agreed to by City - all of which are to be considered administrative costs covered by the Contractor's overhead and profit.

- (B) Expenses of Contractor's principal and branch offices other than Contractor's office at the site.
- (C) Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- (D) Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of Defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.
- (E) Other overhead of general expense costs of any kind and the costs of any item not specifically and expressly agreed to by City.

The Consulting Engineer may direct the form in which accounts of the actual field cost shall be kept and may also specify in writing, before the Work commences, the method of doing the Work and the type and kind of machinery and equipment, if required, which shall be used in the performance of extra work under (e)(3) above. In the event that machinery and heavy construction equipment shall be required for such extra work, the authorization and basis of payment for the use thereof shall be stipulated in the written extra work order.

The fifteen percent (15%) of the actual field cost to be paid to the Contractor shall cover, and be full compensation for, the Contractor's profit, overhead, general superintendence, field office expense and all other elements of cost not embraced within the "actual field cost" as herein defined.

(h) In the event that unit prices are provided for in the Contract Documents as to all or a part of the Work, if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of Work proposed is substantially inequitable to either the City or the Contractor, the unit prices shall be reevaluated and adjusted in accordance with the following:

- (1) If the total cost of a particular item of Unit Price Work amounts to twenty percent (20%) or more of the Contract price and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than thirty-three percent (33%) from the estimated quantity of such item indicated in the Contract; and
- (2) If there is no corresponding adjustment with respect to any other item of Work; and
- (3) If Contractor has incurred additional expense as a result thereof; or
- (4) If City believes that the quantity variation entitles it to an adjustment in the unit price and, the parties are unable to agree as to effect of any such variations in the quantity of Unit Price Work performed; then either City or Contractor may request the Consulting Engineer to make an adjustment in the Contract price.

(i) No claim for extra work of any kind will be allowed except as provided herein. If extra work orders are given in accordance with the provisions of this Contract, such Work shall be considered a part hereof and subject to each and all of the terms and requirements of this Contract.

(j) Contractor shall be responsible for notifying its surety(ies) of any modifications to the Contract price or time, and said surety(ies) shall not seek discharge as a result of any failure on Contractor's part to notify surety(ies).

GC-26 DEDUCTIONS FOR UNCORRECTED WORK

If City deems it inexpedient to have corrected any Work which is not in accordance with the Contract Documents, an equitable deduction from the Contract Price shall be made therefor.

GC-27 DELAYS AND EXTENSION OF TIME

(a) If Contractor shall be delayed at any time in the progress of the Work by an act or omission of City or by any separate contractor employed by City and over which Contractor has no control and which is not a result of the Contractor's acts or the acts of any of its employees, Subcontractor or suppliers, negligent or otherwise, then the time of completion shall be extended for such reasonable time as the Consulting Engineer shall decide, and no adjustment shall be made in the Contract Price.

(b) No such extension shall be made for delay unless Contractor provides written notice to Consulting Engineer of such delay, the reasons therefore and the expected length of delay within seven (7) days of the commencement of such delay. In the case of a continuing cause of delay, only one claim is necessary.

(c) In executing the Contract, the Contractor expressly covenants and agrees that, in undertaking to complete the Work within the time therein fixed, it has taken into consideration and made allowances for all hindrances and delays incident to such Work, whether growing out of delays in securing materials, workers, weather conditions or otherwise. No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the Work, or any portion thereof, included in this Contract, except as provided in subparagraph (a), (b), or (d) of this Article.

(d) The Contractor shall delay or suspend the progress of the Work or any part thereof, whenever it shall be so required by written order of the Consulting Engineer, and for such periods of time as the Consulting Engineer shall require; provided, that in the event of such delay or delays or of such suspension or suspensions of the progress of the Work, or any part thereof, the time for completion of Work so suspended or of Work so delayed by such suspension or suspensions shall be extended for a period equivalent to the time lost by reason of such suspension or suspensions; but such order of the Consulting Engineer shall not otherwise modify or invalidate in any way, any of the provisions of this Contract. In the event that the Work shall be stopped by order of the Consulting Engineer, through no fault of the Contractor, its employees, Subcontractors or suppliers, any incidental expenses (see Article GC-25 (g)(5)) which, in the opinion and judgment of the Consulting Engineer, are caused thereby shall be paid by the City to the Contractor; provided, however, that such suspension or suspensions shall not be the basis for any claim by Contractor for additional compensation or damages for delay.

(e) The City reserves the right and may delay Work on certain portions of Work until such time as weather and/or utility relocations will allow proper progress on major items of Work. The City may direct the Contractor to clear the right-of-way before utility relocations, if, in the opinion

of the Engineer, such clearing would expedite utility relocation. Also, the City may direct the Contractor to work on certain items of Work after partial utility relocations have been made. There shall be no charge made by the City or the Contractor for delays arising from the issuance of such delayed Work direction other than provided for in paragraphs (a) through (d) in this Article.

GC-28 WORK STOPPAGES

Contractor warrants to the City that there shall be no work stoppages or interruptions arising out of labor disputes, including, but not limited to, those due to the presence of both union and non-union workforces at the job site. Contractor further agrees that in the event of any strike, picket, sympathy strike, work stoppage or other form of labor dispute or picket in connection with the Work of the Contractor, other contractors, Subcontractors, the City, or any other person, the Contractor will, contingent upon the City providing a picket-free entrance, continue to perform the Work required herein without interruption or delay. Anything in this Contract to the contrary notwithstanding, in the event the Contractor fails to continue performance of the Work included herein without interruption or delay, because of such picket or other form of labor dispute, the City may terminate the services of said Contractor after giving forty-eight (48) hours written notice to Contractor and its sureties of its intent to do so, or the City may invoke any of the rights set forth elsewhere in the Contract Documents.

GC-29 PATENT LIABILITY CLAUSE

Contractor agrees to defend any claim, action or suit that may be brought against City, its Governing Body, officers, agents or employees for infringement of any patents arising out of the performance of this Contract or out of the use or disposal by or for the account of City of supplies furnished or construction Work performed hereunder, and also to indemnify and hold harmless City, its Governing Body, officers, agents, and employees against all judgments, decrees, damages, costs and expenses recovered against it or them or sustained by it or them on account of any such actual or alleged infringement.

It is understood that all royalties and fees for and in connection with patents, or patent infringement, claims for materials, articles, apparatus, devices or equipment used in or furnished for the Work shall be included in the Contract Price. Final payment to the Contractor by the City shall not be made while any suit or claim involving infringement or alleged infringement of any patent remains unsettled.

GC-30 INDEPENDENT CONTRACTOR

The right of general supervision of the City and/or the Consulting Engineer shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons, firms and corporations arising from the Contractor's execution of the Work shall not be lessened because of such general supervision, but as to all such persons, firms and corporations, and the damages, if any, to them or their property, the Contractor herein is an independent contractor in respect to the Work.

GC-31 SEPARATE CONTRACTS

(a) City reserves the right to perform by itself or let other contracts in connection with Work. Contractor shall afford reasonable opportunity for the introduction and storage of materials and the execution of Work by City or others and shall properly connect and coordinate its Work with the Work of City or others.

(b) If any part of Contractor's Work depends upon the Work of the City or others, Contractor shall inspect and promptly report to City any defects in any such Work that render it unsuitable for proper execution or results. Its failure to so inspect and report shall constitute an acceptance by it of such other Work as fit and proper for the reception of its Work.

GC-32 RELATIONS WITH OTHER CONTRACTORS

The Contractor shall cooperate with all other contractors or workers who may be performing Work on behalf of the City or any other entity on any Work in the vicinity of the Work to be done under this Contract, and it shall so conduct its operations as to interfere to the least possible extent with the Work of such Contractors or workers. Contractor shall be responsible for any injury or damages that may be sustained by other contractors, workers or their Work because of any fault or negligence on Contractor's part, and shall at its own expense repair or pay for such injury or damage. Any difference or conflict which may arise between the Contractor and other contractors, or between the Contractor and the workers of the City or any other entity, in regard to their Work, shall be adjusted and determined by the Consulting Engineer. If the Work of the Contractor is delayed or damaged because of any acts or omissions of any other contractor or contractors, the Contractor shall have no claim against the City on that account; provided, however, the City may, in its discretion, grant an extension of time.

When two or more contracts are being executed at one time in such manner that Work on one Contract may interfere with that on another, the Consulting Engineer shall decide which contractor shall cease Work and which shall continue, whether the Work on both contracts shall progress at the same time, and in what manner the Work is to proceed.

When the territory of one contract is the necessary or convenient means of access for the transportation or movement of men/women, materials or appliances required for the execution of another contract, such privileges of access or any other responsible privilege may be granted by Consulting Engineer to the Contractor so desiring to the extent which may be reasonably necessary.

In the event that Contractor is performing Work at a site or on a project involving City and one or more other private or governmental entities, which have their own contractors on site as well, Contractor shall advise Consulting Engineer when it anticipates that there may be interference with the Contractor's Work or with the Work of any other contractor. Consulting Engineer shall, to the best of its ability, with input from Contractor as to coordination of the Work, seek to schedule Work of the various contractors so as to avoid as much inconvenience and delay as possible; provided, however, that in the event Contractor experiences a delay or damage to the Contractor's Work as a result of the presence of other such contractors, Contractor shall not be entitled to additional compensation or damages for delay or damage to the Contractor's Work; rather, Contractor's only recourse shall be an extension of time to be determined by the Consulting Engineer.

GC-33 INDEMNITY

(a) Definitions

For purposes of indemnification requirements as set forth throughout the Contract, the following terms shall have the meanings set forth below:

- (1) "The Contractor" means and includes Contractor, all of its affiliates and subsidiaries, its Subcontractors and materialmen and their respective servants, agents and employees; and

- (2) "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim, whether real or spurious, for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with, or are claimed to arise out of or be connected with, the performance of this Contract whether arising before or after the completion of the Work required hereunder.

(b) The Indemnity

For purposes of this Contract, and without in any way limiting indemnification obligations that may be set forth elsewhere in the Contract, Contractor hereby agrees to indemnify, defend and hold harmless the City from any and all Loss where Loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractor, its employees, agents, Subcontractors and suppliers.

It is agreed as a specific element of consideration of this Contract that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party and, further, notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature.

(c) General Limitation

Nothing in this Article shall be deemed to impose liability on the Contractor to indemnify the City for Loss when the City's negligence or other actionable fault is the sole cause of Loss.

(d) Waiver of Statutory Defenses

With respect to the City's rights as set forth herein, the Contractor expressly waives all statutory defenses, including, but not limited to, those under workers compensation, contribution, comparative fault or similar statutes to the extent said defenses are inconsistent with or would defeat the purposes of this Article.

GC-34 PROTECTION OF PROPERTY/LIABILITY

Without in any manner limiting Contractor's responsibilities as provided elsewhere in the Contract Documents, the Contractor shall assume full responsibility for the protection of all public and private property, structures, sewers and utilities, both above the ground and Underground Facilities, along, beneath, above, across or near the site or sites of the Work being performed under this Contract, or which are in any manner affected by the prosecution of the Work or the transportation of men/women or materials in connection therewith. Barriers shall be kept placed at all times to protect persons other than those engaged on or about the Work from accident, and the Contractor will be held responsible for all accidents to persons or property resulting from the acts of Contractor or its employees.

The Contractor shall give reasonable notice to the affected owner or owners when any such property is liable to injury or damage through the performance of the Work and shall make all necessary arrangements with such owner or owners relative to the removal and replacement or protection of such property and/or utilities.

The Contractor shall satisfactorily shore, support and protect any and all structures and all pipes, sewers, drains, conduits and other facilities and shall be responsible for any damage resulting thereto. The Contractor shall not be entitled to any additional time on account of any postponement, interference or delay caused by any such structures and facilities being on the line of the Work, whether they are shown on the Plans or not.

GC-35 PROVISION FOR EMERGENCIES

Whenever, in the opinion of the Consulting Engineer, the Contractor has not taken sufficient precaution for the safety of the public or the protection of the Work to be constructed under this Contract, or of adjacent structures or property which may be injured by process of construction, and whenever, in the opinion of the Consulting Engineer, an emergency shall arise and immediate action shall be considered necessary in order to protect property interests and to avoid personal injury and/or death, then the Consulting Engineer, with or without notice to the Contractor, shall, upon notification to the City, provide suitable protection to the said interests by causing such Work to be done and materials to be furnished at places as the Consulting Engineer may consider necessary and adequate. The cost and expense of such Work and material so furnished shall be borne by the Contractor and, if the same shall not be paid on presentation of the bills therefore, such costs shall be deducted from any amounts due or to become due the Contractor. The performance of such emergency work shall in no way relieve the Contractor of responsibility for damages which may occur during or after such precaution has been duly taken.

GC-36 ASSIGNMENT AND SUBLETTING OF CONTRACT

In case the Contractor assigns all, or any part, of the monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due the Contractor shall be subject to all prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract and that no money shall be paid assignee on behalf of the Contractor by the City until such time as the Contractor has discharged its obligations to the City under the Contract. It is expressly understood and agreed that no assignment shall be effective as against the City unless it complies with the foregoing.

The Contractor shall not award subcontracts which total more than sixty percent (60%) of the total Contract Price based upon the unit prices within the Bid submitted to the City by the Contractor and shall self-perform not less than forty percent (40%) of the total Contract Price based upon the unit prices within the Bid submitted to the City by the Contractor. Should any Subcontractor fail to perform in a satisfactory manner, the Work undertaken by such Subcontractor shall be immediately terminated by the Contractor. The Contractor shall be as fully responsible to the City for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it. Approval by the City of any Subcontractor shall not constitute a waiver of any right of the City to reject Defective Work, material or equipment not in compliance with the requirements of the Contract Documents. The Contractor shall not make any substitution for any Subcontractor accepted by the City unless the City so agrees in writing.

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 the Subcontractor and to give the Contractor the same power to terminate any subcontract as the City has to terminate the Contractor under any provisions of the Contract Documents.

Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the City, nor shall anything contained in the Contract Documents create any obligation on the part of the City to pay to or to see to the payment of any sums due any Subcontractor.

Prior to the City's approval of the Contract Bid, the successful Bidder shall submit to the City Engineer or the City's designated representative for City acceptance a list of the names of all Subcontractors proposed for portions of the Work and shall designate which Work each is to perform.

The City Engineer or the City's designated representative shall, prior to City's approval of the Contract Bid, notify the successful Bidder, in writing, if the City, after due investigation, has reasonable objection to any Subcontractor on such list, and the Contractor shall substitute a Subcontractor acceptable to the City at no additional cost to the City or shall be allowed to withdraw its Bid, and the City shall either rebid the Project or accept the next best lowest and responsible Bidder. The failure of the City to make objection to a Subcontractor shall constitute an acceptance of such Subcontractor but shall not constitute a waiver of any right of the City to reject Defective Work, material or equipment not in conformance with the requirements of the Contract Documents.

The Contractor shall not make any substitution for any Subcontractor who has been accepted by the City unless the City Engineer or the City's designated representative determines that there is a good cause for doing so. The City's disapproval of any Subcontractor shall not, under any circumstance, be the basis for an increase in the Contract Price or a claim for delay damages.

GC-37 DISPUTE RESOLUTION

City and Contractor agree that disputes relative to the Work shall first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the Work as per the Contract Documents as if no dispute existed; and provided further that no dispute will be submitted to arbitration without the City's express written consent.

In order to preserve its rights to dispute a matter hereunder, the complaining party must submit a written notice to the other party setting forth the basis for its complaint within twenty (20) calendar days following receipt of the decision of the Consulting Engineer as to such matter as per Article GC-39. No dispute resolution shall be a condition precedent to any legal action.

GC-38 INSURANCE

The Contractor shall secure and maintain through the duration of this Contract insurance (on an occurrence basis unless otherwise agreed to) of such types and in such amounts (but not less than the amounts set forth in Section IB-8 of the Instructions to Bidders) as may be necessary to protect the Contractor and the City and agents of the City against all hazards or risks of Loss as hereinafter specified. The form and limits of such insurance, together with the underwriter thereof in each case, shall be approved by the City, but regardless of such approval it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times. Failure of the Contractor to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation, including, but not limited to, the indemnification obligation.

Satisfactory certificates of insurance shall be filed with the City prior to Contractor's starting any construction work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy covered thereby is changed or cancelled. Failure by the Contractor to furnish the required insurance within the time specified in the Notice of Award of the Contract by the City may, at the City's option, be the basis for the City's exercising its right to terminate the Contract pursuant to Article GC-42.

(a) Commercial General Liability - This insurance shall protect the Contractor against all claims arising from the injuries to members of the public or damage to property of others arising out of any act or omission of the Contractor or its agents, employees or Subcontractors. In addition, this policy shall specifically insure the contractual liability assumed by the Contractor under Article GC-33.

The liability limits shall be as stated in the Instructions to Bidders or in the Project Special Provisions.

(b) Automobile Liability - This insurance shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired.

The liability limits shall be as stated in the Instructions to Bidders or in the Project Special Provisions.

(c) Worker's Compensation and Employer's Liability - This insurance shall protect the Contractor against all claims under applicable state worker's compensation laws. The Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement.

The liability limits shall be as stated in the Instructions to Bidders or in the Project Special Provisions.

(d) Additional Insurance -

(1) The Contractor shall be required to purchase an Owner's Protective Liability Insurance Policy, issued on an occurrence basis and covering bodily injury (and death) and property damage, naming the City as named insured. The liability limits shall be as stated in the Instructions to Bidders or in the Project Special Provisions. The original policy shall be placed on file with the City and maintained during the life of the Contract. Such policy shall contain no exclusion relative to any function performed by the City or its employees and agents in connection with the Work.

(2) Additional insurance covering special hazards may be required on certain projects. Such additional insurance requirements shall be as specified in Instructions to Bidders or Project Special Provisions.

(e) Subcontractors' Insurance - If a part of the Contract is to be sublet, the Contractor shall either:

(1) Cover all Subcontractors in its insurance policies; or

- (2) Require each Subcontractor not so covered to secure insurance which will protect Subcontractor and the City against all applicable hazards or risks of loss as and in the minimum amounts designated for the Contractor.

GC-39 AUTHORITY AND DUTY OF THE CONSULTING ENGINEER

Unless the City acts as its own Consulting Engineer, the Consulting Engineer is an independent contractor. It is mutually agreed by and between the parties to this Contract that the Consulting Engineer shall observe and inspect all Work included herein (provided, however, that any such observations and inspections shall not alter the rights, responsibilities and obligations of the parties as set forth in Article GC-22). Anything in the Contract Documents to the contrary notwithstanding, in order to prevent delays and disputes, it is further agreed by and between the parties to this Contract that the Consulting Engineer shall in all cases determine the amount and quantities of the several kinds of Work which are to be paid for under this Contract; that Consulting Engineer shall determine all questions relating to the Plans and Specifications for the Project; that Consulting Engineer shall issue promptly any written clarifications or interpretations of the requirements of the Contract Documents (in the form of drawings or otherwise) which Consulting Engineer may determine are necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents; that Consulting Engineer's decisions and findings shall be a condition precedent to the right of the parties to submit any proper matter and to any rights of the Contractor to receive any money under this Contract; provided, however, that should the Consulting Engineer render any decision or give any direction which, in the opinion of either party hereto, is not in accordance with the meaning and intent of this Contract, either party may file with the other, within twenty (20) days a written objection to the decision or direction so rendered and, by such action, may reserve the right to submit the question so raised as herein provided, except as otherwise provided in Article GC-37. It is the intent of the Contract that there shall be no delay in the execution of the Work, and the decisions or directions of the Consulting Engineer as rendered shall be promptly carried out.

GC-40 CORRECTION OF LABOR, ETC. - BEFORE FINAL PAYMENT

At Consulting Engineer's request, Contractor shall, at Contractor's expense, promptly remove from the job site all labor, supplies, materials, equipment and/or other facilities condemned by Consulting Engineer as not in accordance with the Contract Documents, whether incorporated or not; and the Contractor shall, at Contractor's expense, promptly replace and re-execute all labor, supplies, materials, equipment and/or other facilities in accordance therewith and, at Contractor's expense, restore all Work of other Contractors and Subcontractors destroyed or damaged as a result of such removal, replacement and re-execution.

GC-41 CORRECTION OF LABOR, ETC. - AFTER FINAL PAYMENT

(a) Contractor guarantees to City that all Work performed under this Contract shall be free from defects in material or workmanship for a period of not less than two (2) full years from the date of final payment by City; provided, however, that whenever any provision of the Contract Documents requires a guarantee for a period in excess of two (2) years to be furnished by Contractor, Contractor shall promptly execute same in writing and shall promptly deliver same to City.

(b) Contractor shall promptly procure from each Subcontractor a written guarantee that all Work performed by such Subcontractor shall be free from defects in material or workmanship for

a period of not less than two full (2) years from the date of final payment by City to Contractor and shall promptly deliver same to City; provided, however, that wherever any provision of the Contract Documents requires a guarantee for a period in excess of two (2) years to be furnished by a Subcontractor, Contractor shall promptly procure same in writing from the appropriate Subcontractor and shall promptly deliver same to City.

(c) Whenever any provision of the Contract Documents requires a guarantee for a period in excess of two (2) years, but does not specify who is to give such a guarantee, it shall be given by the Contractor regardless of who is performing the Work for which the guarantee is required. All such guarantees shall be in writing and shall be promptly delivered to City.

(d) The furnishing of guarantees by Subcontractors and materialmen shall not relieve Contractor of its obligations under guarantees required of Contractor under the Contract Documents. In addition to the above guarantees, Contractor will (1) obtain and assign to City all available manufacturers and suppliers warranties; and (2) at City's sole option, assign to City any rights Contractor may have against any Subcontractor and/or supplier for Defective Work, materials or equipment.

(e) Any provision of the Contract Documents to the contrary notwithstanding, all guarantees provided for in the Contract Documents shall begin to run from the date of final payment by City to Contractor.

(f) Neither the issuance of the final certificate, payment nor any provision in the Contract Documents shall relieve the Contractor of responsibility for Work determined by City not to be in accordance with the Contract Documents. If, within two (2) years of the date of final payment to Contractor or within any longer period of time as may be prescribed by applicable law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found by City to be defective or not in conformance with the Contract Documents then, at City's request, Contractor shall, at Contractor's expense, promptly remove from the premises all Work determined by the City to be defective or not in accordance with the Contract Documents; and Contractor shall, at Contractor's expense, promptly replace and re-execute all Work in accordance therewith and, at Contractor's expense, restore all Subcontractors' Work and Work of other Contractors and Subcontractors damaged as a result of such removal, replacement and re-execution. City shall with reasonable promptness give notice of any Work condemned by City as not in accordance with the Contract Documents. If, within ten (10) days after the mailing of such notice, the Contractor shall fail or neglect to make, or undertake to make, with due diligence any required repairs or corrections, the City shall make such repairs at Contractor's expense; provided, however, that, in case of an emergency which, in the judgment of City, would cause serious loss, hazard or damage if not corrected immediately, such repairs may be made without prior notice being sent to the Contractor, and Contractor shall nevertheless be liable to the City for the cost thereof.

GC-42 RIGHT OF CITY TO TERMINATE CONTRACT

Without in any manner limiting the right of the City to terminate the Contract or declare the Contractor in default thereof for any reason set forth in the Contract Documents, if the Work to be done under this Contract shall be abandoned by the Contractor; or if this Contract shall be assigned by Contractor otherwise than as herein provided; or if the Contractor should be judged as bankrupt; or if a general assignment of its assets should be made for the benefit of its creditors; or if a receiver should be appointed for the Contractor or any of its property; or if at any time the Consulting Engineer shall certify in writing to the City that the performance of the Work under this Contract is being unnecessarily delayed, that the Contractor is violating any of the conditions or covenants of this Contract or the Specifications therefore, that it is executing the same in bad faith or otherwise

not in accordance with the terms of said Contract; or if all Bid items of the Project are not completed within the time named for their completion or within the time to which such completion date may be extended; then, in addition to other rights the City may choose to exercise, the City may, at its option, serve written notice upon the Contractor and its surety of City's intention to terminate this Contract, and, unless within five (5) days after the serving of such notice upon the Contractor, a satisfactory arrangement be made for the continuance thereof, this Contract shall cease and terminate. In the event of such termination, the City shall immediately serve notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and complete the Work; provided, however, that if the surety does not commence performance thereof within thirty (30) days from the date of said notice of termination, the City may take over the Work and prosecute same to completion, by contract or otherwise, for the amount and at the expense of the Contractor, and the Contractor and its surety shall be liable to the City for any and all excess cost sustained by the City by reason of such prosecution and completion; and in such event the City may take possession of, and utilize in completing the Work, all such materials, equipment, tools and plant as may be on the site of the Work and necessary therefore. When Contractor's services have been so terminated, such termination shall not affect any rights or remedies of City against Contractor then existing or which may later accrue. Similarly, any retention or payment of monies due Contractor shall not release Contractor from liability.

City reserves the right, in its sole discretion and for its convenience and without cause or default on the part of Contractor, to terminate the Contract by providing written notice of such termination to Contractor. Upon receipt of such notice from City, Contractor shall: (1) immediately cease all Work; or (2) meet with City and, subject to City's approval, determine what Work shall be required of Contractor in order to bring the Project to a reasonable termination in accordance with the request of City. If City shall terminate for its convenience as herein provided, City shall: (1) compensate Contractor for all purchased materials and actual cost of Work completed to date of termination; and (2) release and indemnify Contractor against any liability Contractor may have to any third parties as the result of any contracts, commitments, purchase orders or any other such liabilities Contractor may have incurred as a result of its obligations under the provisions of the Contract. Contractor agrees that it shall minimize such potential liabilities by, where practical, informing third parties of City's right to terminate and attempting to obtain from such third parties a waiver of any liability in the event of such termination.

Any termination of the Contract for alleged default by Contractor that is ultimately determined to be unjustified shall automatically be deemed a termination for convenience of the City.

GC-43 CITY'S RIGHT TO DO WORK

Without otherwise limiting City's rights under the Contract Documents, if Contractor should neglect to prosecute the Work properly or fail to perform any provision of the Contract Documents, City, after three (3) days' written notice to Contractor may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due Contractor.

GC-44 PAYMENTS

(a) Before the first application for payment, the Contractor shall submit to the Consulting Engineer a schedule of values allocated to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Consulting Engineer may require. This schedule, unless objected to by the Consulting Engineer, shall be used only as a basis for the Contractor's applications for payment and does not constitute approval by the Consulting Engineer of the method or performance by the Contractor.

(b) Payment will be made to Contractor monthly from funds available within thirty (30) days of the City's receipt of a proper undisputed pay request from the Contractor on the basis of a duly certified estimate of the value of all labor and materials delivered on the site and accepted by the Consulting Engineer during the preceding month, calculated in proportion to the Contract Price, but to ensure the proper performance of the Contract, ten percent (10%) of the amount of each estimate will be retained until final completion and acceptance of all Work covered by the Contract.

(c) Each payment made to the Contractor shall be on account of the total amount payable to the Contractor by or for the City, and all materials and Work covered by the partial payments made shall therefore become the sole property of the City. This provision shall not be construed as relieving the Contractor from the responsibility imposed by the Contract Documents for the care and protection of materials and Work upon which payments have been made, for the restoration of any damaged Work, or as a waiver of the right of the City to require the fulfillment of all the terms of the Contract. Progress payments in respect to materials will be made only for materials delivered on the site and accepted by the Consulting Engineer, all calculated in proportion to the Contract Price.

(d) In general, no allowance will be made in estimates for materials delivered on the site and not incorporated in the Work except in case of those items considered by the Consulting Engineer to be major items of considerable magnitude, which will be allowed in estimates on the basis of ninety percent (90%) of invoices, the value calculated in proportion to the Contract Price.

(e) The retained percentages herein provided for are to be retained and held for the sole protection and benefit of the City, and no other person, firm or corporation shall have or assert any lien, claim, right or priority therein, thereon or thereto, or be entitled to receive any part thereof, except as herein expressly provided.

(f) The City shall require at intervals as it shall determine and at any time before final payment is made for the Work specified herein that the Contractor furnish the City with written acknowledgments (to the extent of payment made) by all Subcontractors and vendors who have done work or labor on, or who have furnished materials for, this Project that they have been fully paid in whole or in part by the Contractor for such work or labor done or materials furnished by them. Contractor's failure to furnish said list or to include all such Subcontractors and vendors shall not relieve Contractor or its surety of any obligation assumed under this Contract, nor shall the City's request for such list create any obligation on City's part to verify accuracy. City may require, at its option, lien waivers on forms supplied by City.

(g) The Contractor has, per the Instructions to Bidders, Bid this job net of all sales and compensation taxes. No application for payment shall include any amount for reimbursement of such taxes paid by Contractor resulting from Contractor's failure to use the Project Exemption Certificate for any purchase in connection with the Work. Final payment will not be made to Contractor until the City has received the Project Completion Certification from the Contractor along with a Consent of Surety to Final Payment.

(h) The Contractor shall be responsible for the return and/or exchange of surplus materials, and all credits for returned or exchanged materials shall be first submitted to the Consulting Engineer for approval. Applications for payment shall reflect any such credits, and the Contract Price shall be adjusted as necessary to reflect such credits. Non-returnable excess materials shall be turned over to the City, or, at its option, be removed from the Project site at Contractor's expense.

(i) The acceptance by the Contractor of final payment shall be and shall operate as a release to the City of all claims and all liability to the Contractor other than written claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this Contract and for every act and neglect of the City and others relating to or arising out of this Contract. Any payment, however, final or otherwise, shall not release the Contractor or its sureties from any obligations under the Contract Documents, the Bonds, or insurance coverage's.

GC-45 PAYMENTS WITHHELD

City may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any application for payment to the extent necessary to protect City from loss on account of:

- (a) Incomplete Work or Defective Work not remedied;
- (b) A reasonable doubt that the Work can be completed for the balance of the Contract Price then unpaid;
- (c) Damage to City; or
- (d) A breach of this Contract.

GC-46 LIQUIDATED DAMAGES

It is mutually understood and agreed by and between the parties to this Contract that time is of the essence of this Contract, and that in the event that the Contractor shall fail in the performance of the Work specified and required to be performed within the period of time stipulated therefore in the Contract, after due allowance for any extension or extensions of time which may be granted under the Contract, the said Contractor shall pay to City, as stipulated liquidated damages and not as a penalty, the sum stipulated herein for each and every day that the Contractor shall be in default.

In the case of joint responsibility for any delay in the final completion of the Work covered by this Contract, where two or more separate contracts are in force at the same time and cover work on the same project and at the same site, the total amount of liquidated damages assessed against all contractors under such contracts, for any one day of delay in the final completion of the Work will not be greater than the approximate total of the damages sustained by the City by reason of such delay in completion of the Work as set forth in the table below, and the amount assessed against any one contractor for such one day of delay will be based upon the individual responsibility of such contractor for the aforesaid delay as determined by, and in the judgment of, the City.

In case of failure on the part of the Contractor to effect completion within the time specified, the City shall have the right to deduct from the total compensation otherwise due the Contractor as liquidated damages based on the full Bid price of the Contract, fixed and agreed to in advance, an amount according to the following schedule:

<u>Contract Amount</u>			<u>Liquidated Damages</u>
\$0	to	\$50,000	\$250.00
\$50,000	to	\$100,000	\$400.00
\$100,000	to	\$500,000	\$800.00
\$500,000	to	\$1,000,000	\$1,000.00
\$1,000,000	to	\$2,000,000	\$1,750.00

\$2,000,000	to	\$5,000,000	\$2,500.00
\$5,000,000	to	\$10,000,000	\$3,500.00
\$10,000,000	to	\$20,000,000	\$5,500.00
\$20,000,000	and up		\$6,000.00

for each twenty-four (24) hour calendar day, including weekends and holidays, the Work remains incomplete over the specified completion time. **(THE CITY RESERVES THE RIGHT TO ADJUST THE SCHEDULE OF LIQUIDATED DAMAGES, PRIOR TO ADVERTISING FOR BIDS, BASED ON THE SCOPE AND URGENCY OF THE PROJECT.)**

The City shall have the right to deduct said liquidated damages from any moneys in its hands, otherwise due or to come due, to the Contractor, or to sue for and recover compensation for damages for nonperformance of this Contract.

GC-47 BONDS

Contractor shall after Notice of Award furnish City the Performance, Maintenance, and Statutory or Labor and Material Payment Bond as required by the Instructions to Bidders. Failure to furnish such Bonds within the time specified in the Notice of Award may, at the City's option, be the basis for declaring Contractor in default and pursuing such legal rights as the City deems in its best interest, including, but not limited to, enforcement of the City's rights as to Bid security.

GC-48 EASEMENTS AND RIGHTS-OF-WAY

Permanent and temporary (construction) easements and rights-of-way will be provided by the City as shown on the Plans. The Contractor shall confine its operations to the easements provided and shall carefully note where buildings, structures or other obstructions will limit its working space. In the event that easements and rights-of-way are not available or if they have not been secured, or if entry to property is denied by court order, injunction, litigation or any other reason, the Contractor shall cease operations in such area and confine its Work to other areas approved by the City. In the event of any delay arising from delays in securing easements and rights-of-way, the Contractor shall have no claim against the City for damages arising from such delay but may request an extension of time under Article GC-27.

GC-49 UNDERGROUND FACILITIES AND UTILITIES

Underground Facilities and utilities, including sewer, water, gas, sprinkler systems, etc. damaged by the Contractor within or outside the right-of-way shall be restored at the Contractor's expense and at no cost to the City. The Contractor shall make every effort to locate these lines and protect them.

GC-50 USE OF PREMISES

(a) Contractor shall confine its operations to limits indicated by law, ordinances, rules, regulations, permits of City or directions of Consulting Engineer and shall not unreasonably encumber the premises and/or site.

(b) Contractor shall not load or permit any part of any structure, streets or highways to be loaded with a weight that exceeds load limits which will endanger their safety.

(c) Contractor shall comply with federal, state and local laws and ordinances, as well as any specific instructions regarding signs, advertisements, fires and smoking from Consulting Engineer.

(d) A laydown area or staging area will be provided at the site and shall be chosen by Consulting Engineer. Contractor will furnish its own weather protection if required.

(e) No City equipment will be taken out of service or put into service without approval of City.

GC-51 ALLOWANCES

Contractor agrees that the Contract Price includes all allowances required by the Contract Documents. Contractor declares that the Contract Price includes all other sums for expenses and overhead and fee on account of allowances as it deems proper. No demand for expenses or overhead and fee other than those included in the Contract Price shall be allowed.

GC-52 CUTTING, PATCHING AND DIGGING

(a) Contractor shall do all cutting, fitting or patching of its Work that may be required to make its several parts come together properly and fit it to receive or be received by Work of others shown upon or reasonably implied by the Contract Documents.

(b) Contractor shall not endanger any property of City or any other individual or entity, or the Work by cutting, digging or otherwise and shall not cut or alter the work of others except with the written consent of City.

(c) Contractor shall assume responsibility for the patching or repairs, by the proper trade, of damages caused by Work under this Contract.

(d) Contractor shall comply with all local ordinances dealing with cutting, patching and digging and shall obtain all necessary permits.

GC-53 CLEANING UP

Contractor shall at all times keep the premises/site free from accumulations of waste material or rubbish caused by its employees or Work; and at the completion of the daily Work it shall remove all its rubbish from and about the premises/site and all its tools, scaffolding and surplus materials, and shall leave its Work "broom clean" or its equivalent unless more exactly specified. In case of dispute, City may remove the rubbish and charge the cost to Contractor.

GC-54 TEMPORARY FACILITIES

(a) Except where special permission has been granted by City to use existing toilet facilities belonging to City, Contractor shall provide and maintain sanitary temporary toilet facilities located where directed by Consulting Engineer for accommodation of all persons engaged on the Work. Sanitary facilities shall be of reasonable capacity, properly maintained throughout the construction period, and obscured from public view to the greatest practical extent. If toilets of the chemically treated type are used, at least one toilet will be furnished for each twenty workers. Contractor shall enforce the use of such sanitary facilities by all personnel at the site.

Temporary toilets shall be enclosed and weatherproof and kept in sanitary and approved condition at all times. After use for same has ceased, Contractor shall remove the temporary toilet facilities from City's premises and disinfect and fill any vaults.

(b) Contractor shall provide and maintain any necessary temporary offices, storerooms, roadways, etc., as may be required for its Work. Same shall be located and constructed in an approved manner acceptable to Consulting Engineer. Upon completion of Work or when requested by Consulting Engineer, Contractor shall remove same from City's premises and leave the area in a clean and orderly condition.

(c) Contractor shall provide and maintain temporary heat as required to protect all Work and material against injury from dampness and/or cold to the satisfaction of Consulting Engineer.

(d) Unless otherwise specified in the Contract Documents, Contractor shall provide, at its cost and expense, temporary power, wiring and lights from City's provided source as may be required for its operations.

GC-55 SANITARY REGULATIONS AND WATER

The operations of the Contractor shall be in full conformity with all of the rules and regulations of boards and bodies having jurisdiction with respect to sanitation. The Contractor shall supply safe and sufficient drinking water to all of its employees. The Contractor shall obey and enforce all sanitary regulations and orders, and shall take precautions against infectious diseases and the spread of same.

All water used in the course of the Work shall be hauled in or purchased from the local water company's distribution system at the Contractor's own cost and expense.

GC-56 COMPLIANCE WITH LAWS

The Contractor shall be fully familiar with all City, county, state and federal laws, ordinances or regulations which would in any way control the actions or operations of those engaged in the Work under this Contract or which would affect the materials supplied to or by them. It shall at all times observe and comply with all ordinances, laws and regulations and shall protect and indemnify and defend the City and the City's officers and agents against any claims or liability arising from or based on any violation of same.

GC-57 UNFAVORABLE CONSTRUCTION CONDITIONS

During unfavorable weather, or other unfavorable conditions for construction operations, the Contractor shall pursue only such portions of the Work as will not be damaged thereby. No portions of the Work, the satisfactory quality or efficiency of which will be affected by any unfavorable conditions, shall be constructed while these conditions exist, unless, by special means or precautions approved by the Consulting Engineer, the Contractor shall be able to perform the Work in a proper and satisfactory manner.

GC-58 CONTRACTOR'S RISK

The Contractor shall assume full responsibility for the Work and shall bear any loss and repair any damage at his/her own cost occasioned by neglect, accident, vandalism or natural cause, whether foreseen or unforeseen, during the progress of the Work and until the Work is completed and accepted by the City.

GC-59 SAFETY RULES

(a) Contractor shall be responsible for enforcing safety rules to ensure protection of the employees and property of City, to assure uninterrupted production and to assure safe working conditions for Contractor and Subcontractors and their employees and to assure the safety of the general public. In addition to any other rights the City might exercise, Contractor and/or any Subcontractor failing to follow safety rules shall be subject to eviction from the job site and may be refused reentry.

(b) Contractor is expected to establish and enforce a comprehensive safety program on this Project for the protection of its personnel, its Subcontractors' personnel, City's employees and all other persons exposed to hazards resulting from Contractor's operations. As a minimum requirement, Contractor shall review and discuss the details of its program with Consulting Engineer at the first project meeting. The items to be covered shall include, but not necessarily be limited to,

- (1) Personal protective equipment;
- (2) First aid - personnel and facilities;
- (3) Arrangements for medical attention;
- (4) Sanitary facilities;
- (5) Fire protection;
- (6) Signs, signals and barricades;
- (7) Security regulations;
- (8) Safety inspections;
- (9) Designation of persons responsible for the program;
- (10) Reporting forms and procedures;
- (11) Material handling and storage;
- (12) Lines of communication;
- (13) Determination of potential hazards;
- (14) Personnel safety meetings and education;
- (15) Access to work areas;
- (16) Subcontractors involvement in the program;
- (17) Inspections and corrective action.

Contractor is fully responsible for the safety program and any and all methods and procedures provided for therein whether or not City or Consulting Engineer shall have reviewed and/or accepted such program.

GC-60 WEEKENDS, HOLIDAY AND NIGHT WORK

No Work shall be done between the hours of 6:00 p.m. and 7:00 a.m., nor on weekends or City holidays, without the written approval or permission of the City forty-eight (48) hours in advance in each case, except such Work as may be necessary for the proper care, maintenance and protection of Work already done or of equipment, or in the case of an emergency.

Night Work may be established by the Contractor, as a regular procedure, with the written permission of the City; such permission, however, may be revoked at any time by the City.

GC-61 APPROVAL OF EQUALS

"Approved Equals," where permitted by the Contract Documents or otherwise made feasible by market conditions, shall be considered for approval as follows:

(a) Contractor shall notify City in writing if it wishes to use an approved equal specifically named in the Contract Documents.

(b) If Contractor desires to use an "equal" not specifically named in the Contract Documents, it must first inform City and receive written approval for such substitutions. City has no obligation to approve such request and is not responsible for any delay or cost incurred caused by Contractor's making such request.

The Contractor shall be solely responsible for design risks, delays and other claims arising out of any approved alternates.

GC-62 TEST OF MATERIALS OFFERED BY CONTRACTOR

All specified and required tests for approval of material shall be made at the expense of the Contractor by a properly equipped laboratory of established reputation, whose work and testing facilities shall be approved by the Consulting Engineer. Approval of materials based on acceptable tests will apply only while such materials as furnished equal or exceed the tested samples or test specimens in quality and minimum requirements. Any change in origin, method of preparation or manufacture of such materials will require new tests and approval thereof. Reports of all tests shall be furnished to the Consulting Engineer in as many certified counterparts as may be required by the Consulting Engineer.

GC-63 TESTING OF COMPLETED WORK

Before Final Acceptance, all installed and constructed equipment, devices and other work which is to be tested under the Contract Documents shall be tested and each part shall be in good condition and working order or shall be placed in such condition and order at the expense of the Contractor. All tests of such completed Work required under this Contract shall be made under the direction of the Consulting Engineer.

GC-64 BORROW AND WASTE AREAS

All borrow materials shall be obtained by the Contractor at its own cost and expense. The borrow area and materials shall be approved by the Consulting Engineer and shall be friable material suitable for compaction.

All waste areas shall be located off the site and arrangements and payment for use of such areas shall be the sole responsibility of the Contractor. All waste disposal shall be in compliance with federal, state and local laws, ordinances and regulations.

GC-65 PARKING AREAS, DRIVES AND WALKS

All existing parking areas, drives and walks within the Project limits shall be adjusted to conform to the lines and grades shown on the Plans. Any of the above structures that are removed or damaged during construction shall be reconstructed at Contractor's expense of materials that will create a quality equal to or better than the condition of the existing facility prior to construction operation.

GC-66 STREET SIGNS AND TRAFFIC AIDS

The Contractor shall be responsible for all preexisting traffic control devices at the Project site, including installation, maintenance, removal and storage of such devices. All temporary and permanent traffic control devices supplied by the Contractor shall comply with and be installed in accordance with the Manual on Uniform Traffic Control Devices, current edition as revised, and the Traffic Control Devices Handbook.

GC-67 PLACING WORK IN SERVICE/PARTIAL UTILIZATION

If desired by the City, portions of the Work may be placed in service when completed for Partial Utilization by the City, and the Contractor shall give proper access to the Work for this purpose; but such use and operation shall not constitute an acceptance of the Work, and the Contractor shall be liable for defects due to faulty construction until the entire Work under this Contract is finally accepted and for such periods of time as designated in the Contract Documents or otherwise permitted by law.

GC-68 NON-DISCRIMINATION/OTHER LAWS

- (a) The Contractor agrees that:
- (1) The Contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, ancestry or age;
 - (2) In all solicitations or advertisements for employees, the Contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("Commission");
 - (3) If the Contractor fails to comply with the manner in which the Contractor reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Contractor shall be deemed to have breached the present Contract and it may be cancelled, terminated or suspended, in whole or in part, by the City;
 - (4) If the Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the Contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the City; and
 - (5) The Contractor shall include the provisions of Subsections (1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such Subcontractor or vendor.

The provisions of this Article shall not apply to a contract entered into by a Contractor:

- (A) Who employs fewer than four employees during the term of such contract; or

- (B) Whose contracts with the City cumulatively total \$5,000 or less during the fiscal year of the City.
- (b) The Contractor further agrees that the Contractor shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this Project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

GC-69 FEDERAL LOBBYING ACTIVITIES

31 USCS Section 1352 requires all subgrantees, contractors, subcontractors and consultants who receive federal funds via the City to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, grant, loan or cooperative agreements.

In addition, contract applicants, recipients and subrecipients must file a form disclosing any expenditures they make for lobbying out of non-federal funds during the Contract period.

Necessary forms are available from the City Engineer and must be returned to the City with other Contract Documents. It is the responsibility of the general Contractor to obtain executed forms from any Subcontractors who fall within the provisions of the Code and to provide the City with the same.

GC-70 RECORDS

Contractor shall maintain copies of records pertaining to the construction of this Project for a period of five (5) years from the date of final payment. Such records shall be made available to the City for audit and review purposes upon written request therefor from City or its authorized agent(s) during the construction period and the five (5) year period following final payment.

GC-71 TITLES, SUBHEADS AND CAPITALIZATION

Titles and subheadings as used herein and other Contract Documents are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Contract Documents. Some terms are capitalized throughout the Contract Documents, but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

GC-72 NO WAIVER OF RIGHTS

No waiver of any breach of this Contract shall be construed to be a waiver of any other or subsequent breach.

GC-73 SEVERABILITY

The parties agree that should any provision of the Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason such provision(s) shall be null and void but that the remaining provisions of the Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.

Scheels – Overland Park Soccer Complex
Overland Park, KS

GC-74 GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Kansas.

GC-75 VENUE

Venue of any litigation arising in connection with this Agreement shall be the State courts of Johnson County, Kansas.

Scheels – Overland Park Soccer Complex
Overland Park, KS

CITY OF OVERLAND PARK, KANSAS
LABOR AND MATERIAL PAYMENT BOND

Scheels Overland Park Soccer Complex – Turf Replacement

KNOW ALL MEN BY THESE PRESENTS, that we _____ as Contractor and principal, and _____, a corporation organized under the laws of the State of _____ and authorized to transact business in the State of Kansas, as surety, are held and firmly bound unto the City of Overland Park, Kansas in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the said Contractor has on the _____ day of _____, 20____, entered into an Agreement with the City of Overland Park, Kansas, a copy of which is attached hereto and incorporated herein for furnishing all tools, equipment, materials, transportation and supplies, performing all labor, and constructing public improvements described in the Agreement and the Contract Documents, all in accordance with Provisions, Specifications, Plans and other Contract Documents on file in the office of the City Clerk of the City of Overland Park, Kansas.

NOW, THEREFORE, if the Contractor or the subcontractors of the Contractor shall pay all indebtedness incurred for supplies, materials, transportation or labor furnished, or equipment used or consumed in connection with or in or about the construction or making of the improvements described in the above-mentioned Contract Documents, then this obligation shall be void; otherwise, it shall remain in full force and effect.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement and the Contract Documents to the work to be performed thereunder, or the Plans and Specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement, Contract Documents or to the Plans and Specifications.

PROVIDED, that it is expressly agreed that this bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Agreement not increasing the contract price more than 50 percent, so as to bind the Contractor and the Surety to the full and faithful performance of the Agreement as so amended. The term "amendment," wherever used in this bond and whether referring to this bond or the Agreement shall include any alteration, addition, extension or modification of any character whatsoever.

IN TESTIMONY WHEREOF, the said Contractor has hereunto set his/her hand, and the said surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its attorney-in-fact duly authorized thereunto so to do, at _____ on this, the _____ day of _____, 20__.

Contractor/Principal

ATTEST:

Secretary

By _____
(SEAL)

Surety Company

By _____ (SEAL)
Attorney-in-Fact

NOTE:

1. A Labor and Material Payment Bond is required only in connection with a Contract which does not exceed one hundred thousand dollars (\$100,000.00).
2. Date on bond must not be prior to date of contract.
3. If Contractor is partnership, all partners should execute bond.
4. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state of Kansas.
5. Accompany this bond with Attorney-in-Fact's Authority from the surety company certified to include the date of the bond.

CITY OF OVERLAND PARK, KANSAS
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____,
of _____ as principal, hereinafter referred to as the
"Contractor," and _____,
a corporation organized under the laws of the State of _____ and authorized to
transact business in the State of Kansas, as surety, are held and firmly bound unto the City of
Overland Park, Kansas, hereinafter referred to as "City," in the penal sum of _____
Dollars (\$ _____)
lawful money of the United States of America, for the payment of which sum well and truly to be
made we bind ourselves, and our heirs, executors, administrators, successors and assigns, jointly
and severally by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bonded Contractor, has on the ____ day of _____, 20____,
executed a written Agreement with the aforesaid City for furnishing in a good, substantial and
workmanlike manner all construction, labor, materials, equipment, tools, transportation,
superintendence and other facilities and accessories for _____
designated, defined and described in the Agreement
and in accordance with the Contract Documents to include the General Conditions, Project Special
Provisions, Specifications, Plans and other Contract Documents therefor; a copy of the Agreement
being attached hereto and made a part hereof.

NOW, THEREFORE, if said Contractor shall in all particulars promptly and faithfully perform each
and every covenant, condition, and part of the Agreement, and the General Conditions, Project
Special Provisions, Specifications, Plans and other Contract Documents thereto attached or by
reference made a part thereof, according to the true intent and meaning in each case, upon written
acceptance by the City of the improvement herein described in substantial compliance with the
Contract Documents and upon the effective date of the Maintenance Bond for the improvement then
this obligation shall be and become null and void.

PROVIDED, that said Surety, for value received, hereby stipulates and agrees that no change,
extension of time, alteration or addition to the terms of the Agreement or the Work to be performed
thereunder or the General Conditions, Project Special Provisions, Specifications, Plans and other
Contract Documents accompanying same shall in any way affect its obligation on this bond, and it
does hereby waive notice of any such change, extension of time, alteration or addition to the terms
of the Agreement or to the Work or to the Specifications, Plans and other Contract Documents.

PROVIDED, FURTHER, that it is expressly agreed that the bond shall be deemed amended
automatically and immediately, without formal and separate amendments hereto, upon amendment
to the Agreement not increasing the contract price more than 50 percent, so as to bind the
Contractor and the Surety to the full and faithful performance of the Agreement so amended. The
term "amendment," wherever used in this bond, and whether referring to this bond or the
Agreement, shall include any alteration, addition, extension, or modification of any character
whatsoever.

Whenever Contractor is declared by City to be in default under the Contract Documents, the Surety
may promptly remedy the default or shall within fourteen (14) days from the date of notice from the
City:

1. Commence completing the Work of the Agreement in accordance with its terms and conditions. However, Surety may not use the defaulting Contractor, or any legal reformation of the defaulting Contractor, to complete the Work and the Surety may not use any of the subcontractors of the defaulting Contractor to complete the Work without the written consent of the City; or
2. Commence the process of obtaining a bid or bids for completing the Work of the Agreement in accordance with its terms and conditions, and upon determination by the City and the surety jointly of the lowest and best responsive, responsible bidder, arrange for an Agreement between such bidder and the City, and make available as work progresses sufficient funds to pay the cost of completion less the balance of the Contract Price, including other costs and damages for which the surety may be liable hereunder, which sum shall not exceed the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by City to Contractor under the Agreement and any amendments thereto, less the amount properly paid by City to Contractor. No right of action shall accrue on this bond to or for the use of any person or corporation other than the City or successors of the City.

IN TESTIMONY WHEREOF, said Contractor has hereunto set his/her hand, and said surety has caused these presents to be executed in its name; and its corporate seal to be hereunto affixed by its attorney-in-fact duly authorized thereunto so to do at _____, _____ on this, the _____ day of _____, 20_____.

Contractor/Principal

ATTEST: By _____ (SEAL)

Secretary

Title

Surety Company

By _____ (SEAL)
Attorney-in-Fact

NOTE:

1. Date of bond must not be prior to date of contract.
2. If Contractor is partnership, all partners should execute bond.
3. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state of Kansas.
4. Accompany this bond with Attorney-in-Fact's Authority from the surety company certified to include the date of the bond.

CITY OF OVERLAND PARK, KANSAS
MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
_____ of _____
as principal, hereinafter referred to as the "Contractor," and _____
_____, hereinafter referred to as the "Surety",
a corporation organized under the laws of the State of _____ and authorized to
transact business in the State of Kansas, as surety, are held and firmly bound unto the City of
Overland Park, Kansas, hereinafter referred to as "City," in the penal sum of _____
_____ Dollars (\$ _____), lawful
money of the United States of America, for the payment of which sum well and truly to be made
we bind ourselves, and our heirs, executors, administrators, successors and assigns, jointly and
severally by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bonded Contractor, has on the _____ day of _____,
20____, executed a written Agreement with the aforesaid City for furnishing in a good, substantial
and workmanlike manner all construction, labor, materials, equipment, tools, transportation,
superintendence and other facilities and accessories for _____
_____, hereinafter referred to as the "Improvement", designated,
defined and described in the Agreement and the Contract Documents, and in accordance with
the Specifications and Plans and other Contract Documents therefor; a copy of the Agreement
being attached hereto and made a part hereof.

NOW, THEREFORE, upon acceptance of the Improvement by the City in substantial
compliance with the Contract Documents, if said Improvement endures without defect or need
of repair or maintenance for a period of two (2) years from the date of final acceptance, then this
obligation shall be and become null and void.

If the Improvement requires repairs or maintenance within such two (2) year period then this
obligation shall remain in full force and effect and Contractor and the Surety shall be responsible
for the prompt payment of the penal sum to the City for such repairs and/or maintenance
including any incidental costs associated therewith, including but not limited to the costs of
consultants and/or engineering investigations, testing, analysis and any other costs incurred to
determine the cause of the defect and/or the necessary repair or maintenance and attorney fees
incurred in collection of this Maintenance Bond.

PROVIDED, that said Surety, for value received, hereby stipulates and agrees that no change,
extension of time, alteration or addition to the terms of the Agreement or the Work to be
performed thereunder or the Specifications, Plans and other Contract Documents
accompanying same shall in any way affect its obligation on this bond, and it does hereby waive
notice of any such change, extension of time, alteration or addition to the terms of the
Agreement or to the Work or to the Specifications, Plans and other Contract Documents.

PROVIDED, FURTHER, that it is expressly agreed that the bond shall be deemed amended
automatically and immediately, without formal and separate amendments hereto, upon
amendment to the Agreement not increasing the contract price more than 50 percent, so as to
bind the Contractor and the Surety to the full and faithful performance of the Agreement so
amended. The term "amendment," wherever used in this bond, and whether referring to this

bond or the Agreement, shall include any alteration, addition, extension, or modification of any character whatsoever.

IN TESTIMONY WHEREOF, said Contractor has hereunto set his/her hand, and said surety has caused these presents to be executed in its name; and its corporate seal to be hereunto affixed by its attorney-in-fact duly authorized thereunto so to do at _____
_____ on this, the _____ day of _____, 20____.

Contractor/Principal

ATTEST:
(SEAL)

By _____
Print Name: _____

Title

Secretary

Surety Company

(SEAL)

By _____
Attorney-in-Fact

NOTE:

1. Date of bond must not be prior to date of contract.
2. If Contractor is partnership, all partners should execute bond.
3. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state of Kansas.
4. Accompany this bond with Attorney-in-Fact's Authority from the surety company certified to include the date of the bond.

CITY OF OVERLAND PARK, KANSAS
STATUTORY BOND

Scheels Overland Park Soccer Complex – Turf Replacement Project

KNOW ALL MEN BY THESE PRESENTS, that we _____
_____ as Contractor and principal, and _____
_____ a corporation organized under the laws of the State of _____
_____ and authorized to transact business in the State of Kansas, as surety, are held and firmly bound
unto the State of Kansas, in the penal sum of _____
_____ Dollars (\$ _____) lawful money of the United States of
America, for the payment of which sum well and truly to be made, we bind ourselves, and our heirs,
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the said Contractor has on the ____ day of _____, 20____, entered into an
Agreement with the City of Overland Park, Kansas, a copy of which is attached hereto and incorporated
herein for furnishing all tools, equipment, materials, transportation and supplies, performing all labor, and
constructing public improvements described in the Agreement and the Contract Documents, all in
accordance with Provisions, Specifications, Plans and other Contract Documents on file in the office of
the City Clerk of the City of Overland Park, Kansas.

NOW, THEREFORE, if the Contractor or the subcontractors of the Contractor shall pay all indebtedness
incurred for supplies, materials, transportation or labor furnished, or equipment used or consumed in
connection with or in or about the construction or making of the improvements described in the
above-mentioned Contract Documents, then this obligation shall be void; otherwise, it shall remain in full
force and effect.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time,
alteration or addition to the terms of the Agreement and the Contract Documents to the work to be
performed thereunder, or the Provisions, Plans and Specifications accompanying the same, shall in any
way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of
time alteration or addition to the terms of the Agreement, Contract Documents or to the Plans and
Specifications.

PROVIDED, that it is expressly agreed that this bond shall be deemed amended automatically and
immediately, without formal and separate amendments hereto, upon amendment to the Agreement not
increasing the contract price more than 50 percent, so as to bind the Contractor and the Surety to the full
and faithful performance of the Agreement as so amended. The term "amendment," wherever used in
this bond and whether referring to this bond or the Agreement shall include any alteration, addition,
extension or modification of any character whatsoever.

The said Surety further agrees that any person to whom there is due any sum for labor furnished,
transportation, materials, equipment or supplies used or consumed in connection with or in or about the
construction of said public improvement, as hereinbefore stated or said person's assigns, may bring
action on this bond for the recovery of said indebtedness within six (6) months from the completion of said
public improvement.

IN TESTIMONY WHEREOF, the said Contractor has hereunto set his/her hand, and the said surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its attorney-in-fact duly authorized thereunto so to do, at _____
on this, the _____ day of _____, 20_____.

Contractor/Principal

ATTEST:

Secretary

By _____ (SEAL)

Title

Surety Company

By _____ (SEAL)
Attorney-in-Fact

NOTE:

1. A Statutory Bond is required only in connection with a Contract exceeding one hundred thousand dollars (\$100,000.00) in accordance with K.S.A. 60-1111 as amended.
2. Contractor shall be responsible for seeing to it that this Statutory Bond is filed with the Clerk of the District Court for Johnson County, Kansas.
3. Date on bond must not be prior to date of contract.
4. If Contractor is partnership, all partners should execute bond.
5. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state of Kansas.
6. Accompany this bond with Attorney-in-Fact's Authority from the surety company certified to include the date of the bond.

**SECTION 01010
SUMMARY OF WORK**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Description of the Work.
- B. Work under other contracts.
- C. Products furnished by the owner.
- D. Contractor use of site (and premises).
- E. Code of Conduct.
- F. Existing conditions.
- G. Work sequence, Schedule for Completion and liquidated damages.
- H. Time extensions for adverse weather.
- I. Owner occupancy.
- J. Time extension for factors other than weather.
- K. Additional owner requested bid breakdown.

1.02 DESCRIPTION OF THE WORK

- A. The City of Overland Park, KS intends to replace the existing artificial turf Soccer fields during two successive years. Six fields will be replaced in 2017, with the remaining six fields replaced in 2018. This solicitation is intended to permit the City and its consultants to identify the best turf/contractor to perform this work. The RFP submittal will be evaluated by the Architect, City administrators, and maintenance staff. Individual interviews may also be requested in order to finalize the qualification process.
- B. The Contractor shall furnish; all labor, materials, facilities, insurance, management, equipment, services, employee training and testing, permits and agreements necessary to perform the work required for the Scheels Youth Soccer Complex Field Replacement. The bidder must perform the work in its entirety. Transferring or sharing prime responsibility for the work will not be allowed and will be considered cause for termination.
- C. The work includes, but is not necessarily limited to the following:
 - 1. Demolition
 - a. Removal of Turf and Infill
 - b. Extraction of infill for re-use.
 - c. Cleaning of infill (fiber, excess dust, debris)
 - d. Testing of infill (size, resiliency)
 - 2. Installation
 - a. Re-grade gravel disturbed during demolition.
 - b. Install new turf.
 - c. Install infill.
 - 3. Turf
 - a. Supply turf and infill
- D. The address of the facility is: 13700 Switzer Rd., Overland Park, KS, 66221.

1.03 WORK UNDER OTHER CONTRACTS.

- A. Items noted 'NIC' (Not in Contract), will be furnished and installed by owner.
- B. Owner will remove and retain possession of the following items prior to start of building and/or demolition activities: NONE

- C. The owner has paid \$0 for plan check fee with the applicable City, and the Kansas Codes Administration. The contractor is responsible for the balance of fee required to obtain the building permit. All other permits required remain the contractor's responsibility.

1.04 CONTRACTOR USE OF SITE AND PREMISES

- A. Limit use of site and premises to allow owner occupancy and use of the existing building, parking lots as designated on the drawings, during construction.
- B. The contractor shall coordinate the use of the site and locations for all equipment storage, job trailers, portable lavatory facilities, generators, etc., with the architect and owner. The owner shall have the final approval for all site use by the contractor.

1.05 CONTRACTOR AND VENDOR EMPLOYEES CODE OF CONDUCT

The Owner requests that all contractor and vendor employees conduct themselves in an acceptable manner while performing work on City property. The following items are prohibited on school district property:

1. No drugs and/or alcohol are to be consumed or present on district sites.
2. No firearms, or hunting items, are to be present on the site.
3. Foul and/or abrasive language is not to be used.
4. All workers are to wear clothing on all parts of their body; no shirtless workers. Apparel should be appropriate to a school campus.
5. Utilize designated areas for vehicle access and parking, material storage, etc.
6. All workers are to wear a nametag, which identifies the company name and the individual's name.

1.06 EXISTING CONDITIONS

- A. The contract drawings are based on information taken from original construction drawings and from inspections of the site.
- B. Bidders are advised that "as-built" conditions may vary from those shown on the drawings. Bidders shall not later request, nor expect to receive, additional payment for work related to variations which can be determined by examination of the existing building and site, by the date set for receipt of Bids for this Contract.

1.07 WORK SEQUENCE AND SCHEDULING

- A. The Contractor and all Subcontractors, sub-subcontractors and Suppliers shall furnish sufficient forces, supervision, construction plant and equipment, and shall work such hours as may be required to insure the prosecution of the work in accordance with the Progress Schedule stated herein. If in the opinion of the Owner, the Contractor falls behind the Progress Schedule, the Contractor shall take such steps as may be necessary to improve the progress and the Owner may require them to increase the number of shifts, and/or overtime operations, days of work including holidays, Saturdays and Sundays, all without additional costs to the Owner.
- B. Schedule diagrams are included at the end of this section. Requirements for each Phase is outlined as follows:
 1. Base Bid – Summer Schedule: Project site will be made available to the contractor on May 30, 2017 with the conclusion of the first six fields on or before August 1, 2017. This schedule also requires that ten (10) fields are open for use at all times. A similar schedule is proposed for 2018.
 2. Alternative 1 – Spring and Fall: The site will be made available on March 1, 2017 and will continue one field at a time with a break for a Major tournament over the Memorial Day weekend where all 12 fields must be ready. The conclusion of replacement may occur during the summer of the same year or can continue at "one field at a time

basis” (leaving 11 fields open at all times), until completion at the end of September 2017. A similar schedule is proposed for 2018.

3. Substantial Completion shall be achieved one field at a time, per the proposed schedule.

C. The work shall be confined to limited areas of the site. The contractor shall work with the Project Team to develop a detailed diagram and schedule of areas to receive work. The schedule will identify specific areas of the site to receive work at specific times. This schedule shall be submitted by the Contractor to the Architect for approval before the work begins.

D. Liquidated Damages: See Instructions to Bidders, Item IB-11.

1.08 TIME EXTENSIONS FOR ADVERSE WEATHER

A. The City will incur revenue losses for delays in the schedule, therefore weather delays will not be considered. City will operate lights for evening work if required to stay on schedule.

B. Contractor is responsible for health and safety of its employees and sub-contractors in case of dangerous weather.

1.09 OWNER OCCUPANCY

A. The existing building, parking lots and play areas will be used and occupied by the City and Soccer participants during the Contract Time.

1.10 TIME EXTENSION FOR FACTORS OTHER THAN WEATHER

A. If the contractor incurs a delay due to factors out of his control, the contractor shall submit a claim within twenty-one (21) days after the occurrence for additional time to the architect and project team.

B. If a proposal request for additional work causes the contractor additional time to perform the original contract requirements the contractor may submit a claim for additional time to the Architect and Project Team. The Contractor shall include in his proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.

C. The determination that delays have occurred beyond the Contractor's control does not automatically mean an extension of time will be granted. The Contractor must substantiate the delay by indicating suspended work activities on the critical portion of the project schedule.

1.11 ADDITIONAL OWNER REQUESTED BID BREAKDOWN

A. The following listing of major subcontractors/material suppliers performing work on the project is to be submitted within 72 hours of the bid. Substitutions in the submitted list require the owner's written permission.

Work Scope

Subcontractor/Material Supplier

Turf Removal
Laser Grading
Turf Installer

END OF SECTION

**SECTION 01020
CONTRACT CONSIDERATIONS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Cash Allowances.
- B. Schedule of values.
- C. Bid Cost Breakdown.
- D. Application for Progress Payment.
- E. Application for Final Payment
- F. Change Orders and/or Clarifications.

1.02 RELATED SECTIONS

- A. N.A.

1.03 CASH ALLOWANCES

- A. N.A.

1.04 SCHEDULE OF VALUES

- A. The Contractor will submit to the Architect, a Schedule of Values that includes all major categories of work and per building if applicable. The Schedule of Values will annotate a value for the construction schedules and progress meeting notes required by the contract documents. The dollar amounts are to include all labor, material, overhead and profit applicable to each item in the breakdown. As a sub-breakdown, each item is to be separated into an estimated labor and materials line item. The Contractor must submit an estimated total value for the projected cost of supplies, materials, and equipment required. Submit typed schedule on AIA Form G703 - Application and Certificate for Payment Continuation Sheet. Contractor's standard form of electronic media printout will be considered as an alternate form of submission.
- B. Submit Schedule of Values in triplicate within fourteen (14) calendar days after contract for construction is executed. Schedule shall list the installed value of the component parts of the work, broken down in sufficient detail to serve as a basis for computing values for progress payments during construction.
- C. Format: At a minimum, use the Table of Contents in this Project Manual to identify each line item with number and title of the major specification section.
- D. Add to the Schedule of Values approved Change Orders, with each Application for Payment. List Change Orders in numerical sequence with each Application for Payment.
- E. Correlate line items in the Schedule of Values with other required additional schedules and forms including:
 - a. Contractor's construction schedule

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- b. Contract payment request form
 - c. List of subcontractors.
 - d. List of products.
 - e. List of principle suppliers and fabrications.
 - f. Schedule of submittals.
- F. Prior to making application for the first progress payment, the Contractor must submit the Schedule of Values. No progress payments will be made until the schedule of values has been received, reviewed and approved by the Architect and City of Overland Park. The costs assigned to the breakdown are to total the contract sum. The approved Schedule of Values is to be used by the Contractor on their Application for Payment.

1.05 BID COST BREAKDOWN
(See Bid Form for any applicable requirements)

1.06 APPLICATION FOR PROGRESS PAYMENTS

- A. At a time consistent with the requirements of this section, the General Conditions, and the Owner-Contractor Agreement, and for each calendar month during the progress of the work, submit three (3) copies of a properly notarized itemized Application for Payment prepared in a manner consistent with the Schedule of Values.
 - B. The amount shown on the Application for Payment shall be established by the value of work completed through the last day of the application period based upon the Contractor's estimate of labor and materials incorporated in the work and of materials suitably stored in accordance with the contract through the last day of the previous application, less the aggregate of previous payments, and less the retainage as specified in this section.
 - C. The form of application for payment shall be the May, 1983 edition of AIA Document G702. "Application and Certificate for Payment", supported by AIA Document G703. "Continuation Sheet", May, 1983 edition.
 - D. Provide the following itemized data on Continuation Sheet:
 - a. Format, schedules, line items, and values shall be from the Schedule of Values accepted by Architect.
 - b. Include names, trades and amount for subcontractors.
1. Application Form:
- a. Fill in required information, including that for change orders executed prior to the date of submittal application.
 - b. Fill in summary of dollar values to agree with the respective totals indicated on the continuation sheet.
 - c. Execute certificate with the signature of a responsible officer of the contractor's firm.

2. Continuation sheets:
 - a. Fill in total list of all scheduled component items of work, with each number and the scheduled dollar value of each item.
 - b. Fill in the dollar value in each column for each scheduled line item when work has been performed or products stored. Round off values to nearest dollar, or as specified in the Schedule of Values.
 - c. List each change order executed prior to the date of submission, at the end of the continuation sheets. List by change order number, description, and breakdown of costs as for an original component item of work.
- E. Substantiating Data for Progress Payments:
 1. Substantiating data is required to verify a payment request. Contractors are to include a cover letter identifying:
 - a. Project.
 - b. Application number and date.
 - c. Detailed list of enclosures.
 - d. For stored products: Item number and identification as shown on application, and description of specific material. Include Bill of Sale, Non-Negotiable Bailment Receipt (see form at the end of this section) and applicable insurance certificate.
 2. Submit one copy of the data cover letter for each of the applications.
- F. Applications for Payment shall be accompanied by cost breakdowns from the contractor, subcontractors and sub-sub-contractors.
- G. The three notarized copies of the application for payment will be transferred to the architect to be certified for payment. Provide a copy (non-notarized) to the owner's representative.

1.07 APPLICATION FOR FINAL PAYMENT

- A. Submit final Application for Payment following the procedures specified above for progress payments.
- B. Before submitting final Application for Payment, forward concurrently to the Architect, the written warranties and guarantees, Record and Information Manuals and other documents required by the contract documents, and place properly in approved storage at the site the extra stock and spare parts specified. Contractor will obtain the signature of the Architect verifying receipt of the extra stock and spare parts.
- C. Properly executed "Final Lien Waiver and Release" and Contractor's "Affidavit" shall be submitted to the Architect in duplicate prior to final payment.
- D. Application for Final Payment shall be accompanied by a properly executed "Consent of Surety Company to Final Payment: AIA Document G707, April, 1970 edition.
- E. In addition to the responsibilities specified for the Architect in the General Conditions, the Architect will also recommend to the Owner that the Owner record the Notice of Completion within ten (10) calendar days of the date the Architect finds the Contract fully performed.

1.08 CHANGES AND/OR CLARIFICATIONS

A. Request for Information (RFI)

1. If during the construction of the project, clarification of the documents is required, it shall be brought to the attention of the Architect. The Architect will either provide clarification or the Contractor will issue a Request for Information (RFI) to the Architect. Each RFI will be dated and sequentially numbered. The Architect shall provide his written response to the RFI and return to the Contractor for distribution to all effected contractors.
2. Responses to RFI's are not authorization to proceed with work requiring additional compensation. If additional compensation is required, the Contractor shall immediately advise the Architect, and Owner.

B. Proposal Request (PR)

1. Should the Owner contemplate making a change in the work, the architect will issue a Proposal Request (PR) to the Contractor. If the described change impacts cost and/or time, the Contractor will prepare a proposal for submission to the Architect. The Contractor's proposed bid shall be broken down completely giving quantity and unit costs by each trade of each item, labor cost with hourly rates, allowable overhead and profit (both adds and deducts). The Owner and Architect will review the pricing to determine if a change order will be issued. Contractors are not to proceed with additional work until written authorization has been received. No additional amount will be paid for submittal in this form or for resubmittal should the breakdown be considered inadequate by the Architect and Owner.

C. Change Orders (CO)

1. If the Owner determines that a Proposal Request will be accepted, the Architect will prepare a change order (CO) which will be dated and numbered sequentially. The change order will describe the change or changes, will refer to the Proposal Request and Proposal number and becomes valid when signed by the Owner, the Architect and the Contractor.
2. Where unit prices are not required by the bid documents and value of changes or extra work is determined by estimate and acceptance in a lump sum, by cost and percentages, or by cost and a fixed fee, the percentages for overhead and profit, or commission to be allowed for net increases shall in no case exceed the figures identified on the bid form.
3. Estimates for material shall be based on reasonable current market value at which materials are available to the Contractor and Subcontractor. Upon request, submit satisfactory evidence of such costs. Labor unit costs shall include associated insurance.
4. When authorized by the Owner, time and material accounting of a change in work may be used. The Contractor shall maintain an accurate account of labor and material involved in each change. Such time and material records are subject to verification. Notify Architect and Owner when work on each change is to start and when it has been completed. To receive full recognition, labor assigned to Contract changes must, insofar as possible, work continuously on the change, rather that interchanging between contract work and the change.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

FINAL LIEN WAIVER AND RELEASE

Reference that certain Agreement between _____, as Contractor, and _____ as Owner, dated _____, on the project known as _____ located at _____ for work to be performed by said Contractor.

Reference also that certain invoice of Contractor to said Owner in the Amount of \$ _____ for work, labor and materials installed in or furnished for said project by and through _____.

The receipt by Contractor of Owner's remittance for the amount said invoice, contingent upon the final clearance and payment of said remittance, shall constitute payment for the full contract amount, including change orders and all other claims or demands of any nature whatsoever which Contractor has or may have in connection with the Project or Contract referenced herein, of \$ _____, for which Contractor (a) agrees to and does hereby waive and release said property, project and the Owner and all bond or payment sureties and guarantors from; and (b) does hereby agree to protect, indemnify, defend and hold harmless said property, project, Owner, sureties and guarantors against;

- (1) any and all liens, statutory or otherwise, and
- (2) any or all obligations under any bond or guaranty for payment furnished by or to said Owner, whether pursuant to agreement or requirement of law, and
- (3) any and all other claims whatsoever, statutory or otherwise,

for any and all work, labor and materials furnished by or through said Contractor, its subcontractors and material suppliers for the entirety of said project.

The remittance of the Owner, identified as payment of said above invoice and endorsed by Contractor and marked "paid" or otherwise canceled by the bank against which said remittance was drawn shall constitute conclusive proof that said invoice was paid and the payment thereof was received by the Contractor, and thereupon, this final lien waiver shall become effective automatically and without requirement of any further act, acknowledgment or receipt of the part of said Contractor.

Contractor does further warrant that Contractor has not and will not assign its claims for payment nor its right to perfect a lien against said property and project, and the undersigned representative of the contractor has the right to execute this waiver and release thereof.

The undersigned representative of Contractor does hereby certify under oath that he is fully authorized and empowered to execute this instrument for and in behalf of said Contractor and to bind them hereto and does in fact so execute this final lien release.

Dated this _____ day of _____, 20__.

Contractor:

By: _____

Title: _____

Subscribed and affirmed to before me, the undersigned Notary Public within and for the State of _____ and the County of _____, this _____ day of _____, 20__, in the City of _____.

Notary Public within and for said
County and State

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NON-NEGOTIABLE
BAILMENT RECEIPT

Receipt Number

BAILOR: Owner _____

BAILEE: Contractor/Supplier _____

PROJECT: _____

LOCATION OF STORAGE: _____

The goods and materials described below are held and stored pursuant to the Contract by and between Bailee, as Contractor/Supplier, and Bailor as Owner for Work to be performed at the above referenced Project location. Said goods and materials are to be transferred or delivered to the project site in conjunction with the performance of Bailee's contract referenced above or upon the direction of Bailor or the Architect and no other. The Bailee acknowledges that it has no ownership rights or title in, nor shall claim any lien or interest in or upon, said goods and materials.

QUANTITY DESCRIPTION OF ITEM

Received and Acknowledged
Contractor/Supplier

DATED: _____ BY: _____

Authorized Signature

**SECTION 01040
COORDINATION**

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Coordination.
- B. Coordination Drawings.
- C. Cleaning & Protection.

1.02 COORDINATION

- A. Coordinate scheduling, submittals, and Work of the various sections of specifications to assure efficient and orderly sequence of the project.
- B. Verify that utility requirements for the project have been properly installed and that such water, phone, and electrical hookup is compatible with other construction and demolition operations occurring at the site. Coordinate Work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- C. Coordinate space requirements and installation of all Work including mechanical and electrical Work that is indicated diagrammatically on drawings prior to initiating Work on site. Bring discrepancies to the attention of the Architect in a timely manner, follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. In finished areas, except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- E. The Contractor is to coordinate his Work with the Work of the Owner's Contractors.
- F. Coordinate completion and clean up of Work of separate sections in preparation for Substantial Completion and for portions of Work designated for Owner's partial occupancy.
- G. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with contract documents, to minimize disruption of Owner's activities. This will include off-hour Work to avoid conflict with Owner's activities.
- H. Coordinate construction activities included under various sections of these specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different sections of the specifications that are dependent upon each other for proper installation, connection, and operations.
 - 1. Where installation of one part of the Work is dependent on installation of other components either before or after its own installation, schedule construction activities in the sequence required to obtain the best results.
 - 2. Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service and repair.

- I. Where necessary, prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.
 - 1. Prepare similar memoranda for the Owner and separate Contractors where coordination of their Work is required.
- J. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other activities to avoid conflicts and ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of schedules.
 - 2. Installation and removal of temporary facilities.
 - 3. Delivery and processing of submittals.
 - 4. Conducting progress meetings.
 - 5. Orchestrating pre-installation and quality assurance meetings.
 - 6. Project closeout activities.

1.03 COORDINATION DRAWINGS

- A. Coordination Drawings: Prepare and submit coordination drawings where close and careful coordination is required for installation of products and materials fabricated off-site by separate entities, and where limited space availability necessitates maximum utilization of space for efficient installation of different components.
 - 1. Show the interrelationship of components.
 - 2. Indicate required installation sequences.
 - 3. Comply with requirements contained in Section "Submittals".
 - 4. Refer to Division-15 Section "Basic Mechanical Requirements", and Division-16 Section "Basic Electrical Requirements" for specific coordination drawing requirements for mechanical and electrical installations.
 - 5. In addition to coordination drawings listed in the individual sections, prepare coordination drawings for:
 - a. Mechanical equipment rooms.
 - b. Electrical equipment rooms.
 - c. Elevator equipment rooms.
 - d. Roof plan with ALL penetrations, equipment supports, etc., including mechanical and electrical items.
 - e. Ductwork, piping, electrical conduit.
 - 6. Submit coordination drawings to the Architects as an "Informational Submittal". The Architect will not take responsive action.

1.04 GENERAL INSTALLATION PROVISIONS

- A. Inspection of Conditions: Require the Installer of each major Work component to inspect both the substrate and conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.
- B. Manufacturer's Instructions: Comply with manufacturer's installation instructions and recommendations, to the extent that those instructions and recommendations are more explicit or stringent than requirements contained in contract documents.

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1. Where applicable, comply with manufacturer's instructions, including each step in sequence.
 2. Should manufacturer's instructions with contract documents, request clarification from Architect before proceeding.
 3. Installation must be performed to conform to the requirements of manufacturer's warranty.
- C. Inspect materials or equipment immediately upon delivery and again prior to installation. Reject damaged and defective items.
- D. Provide attachment and connection devices and methods necessary for securing Work. Secure Work true to line and level. Allow for expansion and building movement.
- E. Visual Effects: Provide uniform joint widths in exposed Work. Arrange joints in exposed Work to obtain the best visual effect. Refer questionable choices to the Architect for final decision.
- F. Recheck measurements and dimensions, before starting each installation.
- G. Install each component during weather conditions and project status that will ensure the best possible results. Isolate each part of the completed construction from incompatible material as necessary to prevent deterioration.
- H. Coordinate temporary enclosures with required inspections and tests, to minimize the necessity of uncovering completed construction for that purpose.
- I. Mounting Heights: Where mounting heights are not indicated (install individual components at standard mounting heights recognized within the industry for the particular application indicated). Refer questionable mounting height decisions to the Architect for final decision.

1.05 CLEANING AND PROTECTION

- A. Clean and maintain construction area as frequently as necessary throughout the project. Contractor to provide up to and have use of at least one dumpster during the course of the Work. The dumpster to be located as coordinated with the Owner. The Contractor shall be responsible for any damages and shall repair and/or replace grass sod, concrete curbing, sidewalks, paved surfaces or other items if damaged due to the Contractor's activities.
- B. Limiting Exposures: Supervise construction activities to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:
1. Excessive static or dynamic loading.
 2. Excessive internal or external pressures.
 3. Excessively high or low temperatures.
 4. Thermal shock.
 5. Excessively high or low humidity.
 6. Air contamination or pollution.
 7. Water or ice.
 8. Solvents.
 9. Chemicals.
 10. Light.

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11. Radiation.
12. Puncture.
13. Abrasion.
14. Heavy traffic.
15. Soiling, staining and corrosion.
16. Bacteria.
17. Rodent and insect infestation.
18. Combustion.
19. Electrical current.
20. High speed operation.
21. Improper lubrication.
22. Unusual wear or other misuse.
23. Contact between incompatible materials.
24. Destructive testing.
25. Misalignment.
26. Excessive weathering.
27. Unprotected storage.
28. Improper shipping or handling.
29. Theft.
30. Vandalism.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION

SECTION 01045

CUTTING AND PATCHING

PART 1 GENERAL

1.01 SECTION INCLUDES:

- A. Summary
- B. Submittals
- C. Quality Assurance
- D. Products
- E. Cleaning
- F. Renovation Supplemental Project Procedures

1.02 SUMMARY

- A. This section specifies administrative and procedural requirements for cutting and patching.
- B. Refer to other sections for specific requirements and limitations applicable to cutting and patching individual parts of the work.
 - 1. Requirements of this section apply to mechanical and electrical installations. Refer to Division-15 and Division-16 sections for other requirements and limitations applicable to cutting and patching mechanical and electrical installations.

1.03 SUBMITTALS

- A. Cutting and Patching Description: Where approval of procedures for cutting and patching is required before proceeding, submit a description of the procedures well in advance of the time cutting and patching will be performed and request approval to proceed. Include the following information, as applicable, in the proposal:
 - 1. Describe the extent of cutting and patching required and how it is to be performed; indicate why it cannot be avoided.
 - 2. Describe anticipated results in terms of changes to existing construction; include changes to structural elements and operating components as well as changes in the building's appearance and other significant visual elements.
 - 3. List products to be used and firms or entities that will perform work.
 - 4. Indicate dates when cutting and patching is to be performed.
 - 5. List utilities that will be disturbed or affected, including those that will be relocated and those that will be temporarily out-of-service. Indicate how long service will be disrupted.
 - 6. Where cutting and patching involves addition of reinforcement to structural elements, submit details and engineering calculations signed and sealed by a qualified profession engineer licensed in the State of Kansas to show how reinforcement is integrated with the original structure.

7. Approval by the Architect to proceed with cutting and patching does not waive the Architect's right to later require complete removal and replacement of a part of the work found to be unsatisfactory.

1.04 QUALITY ASSURANCE

- A. Requirements for Structural Work: Do not cut and patch structural elements in a manner that would reduce their load-carrying capacity or load-deflection ratio.
 1. Obtain approval of the cutting and patching description before cutting and patching the following structural elements:
 - a. Foundation construction.
 - b. Bearing and retaining walls.
 - c. Structural concrete.
 - d. Structural steel.
 - e. Lintels.
 - f. Structural decking.
 - g. Miscellaneous structural metals.
 - h. Equipment supports.
 - i. Piping, ductwork, vessels and equipment.
- B. Operational and Safety Limitations: Do not cut and patch operating elements or safety related components in a manner that would result in reducing their capacity to perform as intended, or result in increase maintenance, or decreased operational life or safety.
 1. Obtain approval of the cutting and patching description before cutting and patching the following operating elements or safety related systems:
 - a. Primary operational systems and equipment.
 - b. Air or smoke barriers.
 - c. Water, moisture, or vapor barriers.
 - d. Membranes and flashings.
 - e. Fire protection systems.
 - f. Noise and vibration control elements and systems.
 - g. Control systems.
 - h. Communication systems.
 - i. Electrical wiring systems.
- C. Visual Requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces, in a manner that would, in the Architect's opinion, reduce the building's aesthetic qualities, or result in visual evidence of cutting and patching. Remove and replace work that has been cut and patched in a visually unsatisfactory manner.
 1. If possible, retain the original installer or fabricator to cut and patch the following categories of exposed work; or if it is not possible to engage the original installer or fabricator, engage another recognized experience and specialized firm:
 - a. Processed concrete finishes.
 - b. Stonework.
 - c. Ornamental metal.
 - d. HVAC enclosures, cabinets or covers.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Use materials that are identical to existing materials. 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. Use materials whose installed performance will equal or surpass that of existing materials.

PART 3 EXECUTION

3.01 INSPECTION

- A. Before cutting existing surfaces, examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed. Take corrective action before proceeding, if unsafe or unsatisfactory conditions are encountered.

3.02 PREPARATION

- A. Temporary Support: Provide temporary support of work to be cut.
- B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of the project that might be exposed during cutting and patching operations.
- C. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Take all precautions necessary to avoid cutting existing pipe, conduit or ductwork serving the building, but scheduled to be removed or relocated until provisions have been made to bypass them.

3.03 PERFORMANCE

- A. General: Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.
 - 1. Cut existing construction to provide for installation of other components or performance of other construction activities and the subsequent fitting and patching required to restore surfaces to their original condition.
- B. Cutting: Cut existing construction using methods least likely to damage elements to be retained or adjoining construction. Where possible, review proposed procedures with the original installer; comply with the original installer's recommendations.
 - 1. In general, where cutting is required, use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots neatly to size required with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Cut through concrete and masonry using a cutting machine such as a carborundum saw or diamond core drill.
 - 4. Comply with requirements of applicable sections of Division-2.

5. By-pass utility services such as pipe or conduit, before cutting, where services are shown or required to be removed, relocated or abandoned. Cut-off pipe or conduit in walls or partitions to be removed. Cap, valve or plug and seal the remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after by-passing and cutting.
- C. Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.
1. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
 2. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

3.04 CLEANING

- A. Thoroughly clean areas and spaces where cutting and patching is performed or used as access. Remove completely paint, mortar, oils, putty and items of similar nature. Thoroughly clean piping, conduit and similar features before painting or other finishing is applied. Restore damaged pipe covering to its original condition.

3.04 RENOVATION SUPPLEMENTAL PROJECT PROCEDURES

- A. Materials: As specified in Product Sections; match existing products and work for patching and extending work.
- B. Close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity.
- C. Remove, cut and patch work in a manner to minimize damage and to provide a means of restoring products and finishes to original condition.
- D. Refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material, with a neat transition to adjacent finishes.
- E. Where new work abuts or aligns with existing, perform a smooth and even transition. Patched work to match existing adjacent work in texture and appearance.
- F. When finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect.
- G. Where a change of plane of ¼-inch or more occurs, submit recommendation for providing a smooth transition for Architect review.
- H. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.
- I. Finish surfaces as specified in individual product sections.

END OF SECTION

SECTION 01095
REFERENCE STANDARDS AND DEFINITIONS

PART 1 - GENERAL

1.01 SECTION INCLUDES:

- A. Related documents
- B. Definition
- C. Specification Format and Content Explanation
- D. Industry Standards
- E. Governing Regulations/Authorities
- F. Submittals

1.02 RELATED DOCUMENTS

- A. Drawings and general provisions of contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to this section.

1.03 DEFINITIONS

- A. Indicated: The term “indicated” refers to graphic representations, notes, or schedules on the drawings, other paragraphs or schedules in the specifications, and similar requirements in the contract documents. Where terms such as “shown”, “noted”, “scheduled”, and “specified” are used, it is to help the reader locate the reference; no limitation on locating is intended.
- B. Directed: Terms such as “directed”, “requested”, “authorized”, “selected”, “approved”, “required”, and “permitted” mean “directed by the architect/consultant”, “requested by the architect/consultant”, and similar phrases.
- C. Approve: The term “approved”, where used in conjunction with the architect/consultant’s action on the Contractor’s submittals, applications, and requests, is limited to the architect/consultant’s duties and responsibilities as stated in General, Supplementary, and Special Provisions.
- D. Regulation: The term “Regulations” includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the asbestos removal, hazardous waste, and construction industries that control performance of the work.
- E. Furnish: The term “furnish” is used to mean “supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, and similar operations”.
- F. Install: The term “install” is used to describe operations at project site including the actual “unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations”.
- G. Provide: The term “provide” means “to furnish and install, complete and ready for the intended use”.

- H. Installer: An “Installer” is the Contractor or an entity engaged by the Contractor, either as an employee, Subcontractor, or sub-subcontractor, for performance of a particular construction activity, including installation, erection, application, and similar operations. Installers are required to be experienced in the operations they are engaged to perform.
1. The term “experienced” when used with the term “Installer” means having a minimum of five previous projects similar in size and scope to this project, being familiar with the precautions required, and having complied with requirements of the authority having jurisdiction.
 2. Trades: Use of titles such as “carpentry” is not intended to imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as “carpenter”. It also does not imply that requirements specified apply exclusively to trades persons of the corresponding generic name.
- I. Assignment of Specialists: Certain sections of the specifications require that specific construction activities shall be performed by specialists who are recognized experts in the operations to be performed. The specialists must be engaged for those activities, and assignments are requirements over which the Contractor has no choice or option. Nevertheless, the ultimate responsibility for fulfilling contract requirements remains with the Contractor.
1. This requirement shall not be interpreted to conflict with enforcement of building codes and similar regulations governing the work. It is also not intended to interfere with local trade union jurisdictional settlements and similar conventions.
- J. Project Site is the space available to the Contractor for performance of activities, either exclusively or in conjunction with others performing other work as part of the project. The extent of the Project Site is shown on the drawings and may or may not be identical with the description of the actual Project Site. All dimensions and locations should be field verified and noted by the Contractor.
- K. Testing Laboratories: A “testing laboratory” is an independent entity engaged to perform specific inspections or tests, either at the Project Site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.

1.04 SPECIFICATION FORMAT AND CONTENT EXPLANATION

- A. Specification Format: The specifications are organized into divisions and sections based somewhat on the Construction Inspection Institute’s 16-Division format and MASTER FORMAT numbering system.
- B. Specification Content: This specification uses certain conventions in the use of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances. These conventions are explained as follows:
1. Abbreviated Language: Language used in specifications and other contract documents is the abbreviated type. Implied words and meanings will be appropriately interpreted. Singular words will be interpreted as plural and plural words interpreted as singular where applicable and the full context of the contract documents so indicates.

2. Imperative and streamlined language is used generally in the specifications. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the test, for clarity, subjective language is used to describe responsibilities that must be fulfilled indirectly by the Contractor, or by others when so noted.
 - a. The words “shall be” shall be included by inference wherever a colon (:) is used within a sentence or phrase.

1.05 INDUSTRY STANDARDS

- A. Applicability of Standards: Except where the contract documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the contract documents. Such standards are made a part of the contract documents by reference.
- B. Publication Dates: Where the date of issue of a referenced standard is not specified, comply with the standard in effect as of date of contract documents.
- C. Conflicting Requirements: Where compliance with two or more standards is specified, and the standards establish different or conflicting requirements for minimum quantities or quality levels, refer requirements that are different, but apparently equal, and uncertainties to the consultant for a decision before proceeding.
 1. Minimum Quantity or Quality Levels: The quantity level shown or specified shall be the minimum provided or performed. In complying with these requirements, indicated numeric values are minimum or maximum, as appropriate for the context of the requirement. Refer uncertainties to the consultant for a decision before proceeding.
- D. Copies of Standards: Each entity engaged in activities on the project is required to be familiar with industry standards applicable to that entity’s construction activity. Copies of applicable standards are not bound with the contract documents.
 1. Where copies of standards are needed for performance of a required activity, the Contractor shall obtain copies directly from the publication source.
- E. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. Where such acronyms or abbreviations are used in the specifications or other contract documents, they mean the recognized name of the trade association, standards generating organization, authority having jurisdiction, or other entity applicable to the context of the text provision. Refer to the “Encyclopedia of Associations”, published by Gale Research Co., available in most libraries.

1.06 GOVERNING REGULATIONS/AUTHORITIES

- A. The architect has contacted authorities having jurisdiction to obtain information necessary for preparation of contract documents. Contact authorities having jurisdiction directly for information and decisions having a bearing on the work.

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1.07 SUBMITTALS

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

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION

**SECTION 01200
PROJECT MEETINGS**

PART 1 - GENERAL

1.01 SECTION INCLUDES:

- A. Related Documents
- B. Summary
- C. Pre-Construction Conference
- D. Pre-Installation Conference
- E. Progress Meetings

1.02 RELATED DOCUMENTS

- A. Drawings and general provisions of the contract, including General and Supplementary Conditions and other Division-1 specification sections, apply to this section.

1.03 SUMMARY

- A. This section specifies administrative and procedural requirements for project meetings including, but not limited to:
 - 1. Preconstruction conference.
 - 2. Preinstallation conferences.
 - 3. Coordination meetings.
 - 4. Progress meetings.
- B. Construction schedules are specified in another Division-1 section.

1.04 PRECONSTRUCTION CONFERENCE

- A. The Contractor shall schedule a preconstruction conference and organizational meeting at the project site or other convenient location within fourteen (14) days of contract execution, and at least seven (7) days prior to commencement of any construction activities. The Contractor shall conduct the meeting to review responsibilities and personnel assignments.
- B. Attendees: Owner, the Architects/Consultants, the Contractor and its superintendent, major subcontractors, manufacturers, suppliers and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the work.
- C. Agenda: Discuss items of significance that could affect progress, including such topics as:
 - 1. Tentative construction schedule.
 - 2. Critical work sequencing.
 - 3. Designation of responsible personnel.
 - 4. Procedures for processing field decisions and change orders.
 - 5. Procedures for processing applications for payment.

6. Distribution of contract documents.
 7. Submittal of Shop Drawings, Product Data and Samples.
 8. Preparation of record documents.
 9. Use of the premises.
 10. Office, work and storage areas.
 11. Equipment deliveries and priorities.
 12. Safety procedures.
 13. First aid.
 14. Security.
 15. Housekeeping.
 16. Working hours.
 17. Testing agencies and procedures.
 18. Temporary utilities; water, electric, phone.
 19. Temporary lavatory facilities.
 20. Quality control.
- D. The Contractor shall record meeting minutes and distribute copies to everyone in attendance and to others affected by decisions of actions resulting from the meeting.

1.05 PREINSTALLATION CONFERENCES

- A. The General Contractor shall convene a preinstallation conference at the site before each construction activity that requires coordination with other construction. The Installer and representatives of manufacturers and fabricators involved in or affected by the installation, and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise the architect and Owner of scheduled meeting dates.
- B. Review the progress of the construction activities and preparations for the particular activity under consideration at each preinstallation conference, including requirements for:
1. Contract documents.
 2. Options.
 3. Related Change Orders.
 4. Purchases.
 5. Deliveries.
 6. Shop drawings, product data and quality control samples.
 7. Possible conflicts.
 8. Compatibility problems.
 9. Time schedules.
 10. Weather limitations.
 11. Manufacturer's recommendations.
 12. Compatibility of materials.
 13. Acceptability of substrates.
 14. Temporary facilities.
 15. Space and access limitations.
 16. Governing regulations.
 17. Safety.
 18. Inspection and testing requirements.
 19. Required performance results.
 20. Recording requirements.
 21. Protection.
- C. Notify architect and Owner four days in advance of meeting date when their attendance is required by individual section.

- D. The Contractor shall prepare agenda, preside at the conference and record significant discussions and agreements and disagreements of each conference, along with the approved schedule. The Contractor shall distribute the record of the meeting to everyone concerned, promptly, including the Owner and architect.
- E. Do not proceed if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of work and reconvene the conference at the earliest feasible date.

1.06 PROGRESS MEETINGS

- A. Conduct progress meetings at the Project Site at a minimum of bi-monthly intervals or as directed by the Architect. Notify the Owner and Architect of scheduled meeting dates. Coordinate dates of meetings with preparation of the payment request.
- B. Attendees: In addition to representatives of the Owner and Architect, each subcontractor, supplier or other entity concerned with current progress or involved in planning, coordination or performance of future activities shall be represented at these meeting by persons familiar with the Project and authorized to conclude matters relating to progress..
- C. Agenda: Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the current status of the project.
 - 1. Contractor's Schedule: Review progress since the last meeting. Determine where each activity is in relation to the Contractor's schedule, whether on time or ahead or behind schedule. Determine how operations behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed with the contract time.
 - 2. Review the present and future needs of each entity present, including such items as:
 - a. Interface requirements.
 - b. Time.
 - c. Sequences.
 - d. Deliveries.
 - e. Off site fabrication status.
 - f. Access.
 - g. Site utilization.
 - h. Temporary facilities and services.
 - i. Hours of work.
 - j. Hazards and risks.
 - k. Housekeeping.
 - l. Quality and work standards.
 - m. Change orders.
 - n. Documentation of information for payment requests.
 - o. Outstanding items; submittals, proposal requests, RFIs.
 - p. Quality assurance.
 - q. Safety.
- D. Reporting: No later than three days after each progress meeting date, the Contractor is to distribute copies of minutes of the meeting to each party present and to other parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and reports.

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PART 2 - PRODUCTS

Not used

PART 3 - EXECUTION

Not used.

END OF SECTION

**SECTION 01270
UNIT PRICES**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. This section includes administrative and procedural requirements for unit prices.
- B. Related Sections: The following sections contain requirements that relate to this section:
 - 1. Division 1 Section "Contract Modification Procedures" for procedures for submitting and handling change orders.
 - 2. Division 1 Section "Quality Requirements" for general inspection requirements.

1.03 DEFINITIONS

- A. Unit price is an amount proposed by bidders, stated on the bid form, as a price per unit of measurement for materials or services added to or deducted from the contract sum by appropriate modification, if the estimated quantities of work required by the contract documents are increased or decreased.

1.04 PROCEDURES

- A. The Owner reserves the right to accept or reject the unit cost bid by the Contractor for each scheduled unit price. Acceptance or rejection of unit prices shall be determined by the Owner prior to the execution of the contract for construction.
- B. Unit prices include all necessary material, plus cost for delivery, installation, insurance, overhead, profit, and applicable taxes.
- C. Measurement and Payment: Refer to individual specification sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those sections.
- D. The Owner reserves the right to reject the Contractor's measurement of work-in-place that involves use of established unit prices, and to have this work measured, at the Owner's expense, by an independent surveyor acceptable to the Owner.
- E. Schedule: A "Unit Price Schedule" is included at the end of this section. Specification sections referenced in the schedule contain requirements for materials described under each unit price.

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PART 2 – PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.01 UNIT PRICE SCHEDULE

Unit Cost Item:

- 1. Nailer replacement*
- 2. Top Gravel replacement*

END OF SECTION

**SECTION 01300
SUBMITTALS**

PART 1 - GENERAL

1.01 SECTION INCLUDES:

- A. Related Documents.
- B. Summary.
- C. Submittal Procedures.
- D. Contractor's Construction Schedules.
- E. Submittal Schedule.
- F. Daily Construction Reports.
- G. Preexisting Conditions Video Survey.
- H. Shop Drawings.
- I. Product Data.
- J. Samples.
- K. Communications Facilitating Contract Administration.
- L. Architect's Action.
- M. Contractor's Action on Returned Submittals.

1.02 RELATED DOCUMENTS

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

1.03 SUMMARY

- A. This section specifies administrative and procedural requirements for submittals required for performance of the work, including:
 - 1. Submittal procedures.
 - 2. Contractor's construction schedule.
 - 3. Submittal schedule.
 - 4. Daily construction reports.
 - 5. Construction photographs.
 - 6. Shop drawings.
 - 7. Product data.
 - 8. Samples.
 - 9. Informational submittals.
 - 10. Communications.

- B. Administrative Submittals: Refer to other Division-1 sections and other contract documents for requirements for administrative submittals. Such submittals include, but are not limited to:
 - 1. Permits.
 - 2. Applications for payment.
 - 3. Performance, payment bonds, and statutory bond.
 - 4. Insurance certificates.
 - 5. List of subcontractors.
- C. The “Schedule of Values” submittal is included in Division-1 Section “Applications for Payment.”
- D. Inspection and test reports are included in Division-1 Section “Quality Control Services.”
- E. The “Product List” submittal is included in Division-1 Section “Materials and Equipment.”

1.04 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related activities to avoid delay and to allow sufficient review time.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related elements of the work so processing will not be delayed by the need to review submittals concurrently for coordination.
 - a. The Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received. Such action shall not be grounds for an extension of time or delay by the Contractor.
 - 3. The Architect may request submittals in addition to those indicated in the technical sections when deemed necessary to adequately describe the work covered in the respective section.
 - 4. Units of weights and measurements used on all submittals shall be the same as used in the contract documents.
 - 5. Processing: Allow sufficient review time so that the work will not be delayed as a result of the time required to process submittals, including time for resubmittals.

The Architect shall be responsible for reviewing and certifying that submittals are in compliance with the contract requirements. The approving authority on submittals is the Architect unless otherwise specified for the specific submittal.

- a. Allow at least seven (7) working days in Architect’s office for initial review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The Architect will promptly advise the Contractor when a submittal being processed must be delayed for coordination with work by others.

- b. If an intermediate submittal is necessary, process in the same manner as the initial submittal.
 - c. Allow at least four (4) working days for reprocessing each submittal.
 - d. No extension of contract time will be authorized because of failure to transmit submittals to the Architect sufficiently in advance of the work to permit processing.
- B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
 - 1. Provide a space approximately 4" x 5" on the label or beside the title block on shop drawings, product data and samples to record the Contractor's review and approval markings and the action taken.
 - 2. Include the following information on the label for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Number and title of appropriate specification section.
 - i. Drawing number and detail references, as appropriate.
- C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Architect including the information below. Submittals received by Architect from sources other than the Contractor will be returned without action.
 - 1. Record relevant information and requests for data on the transmittal. On the form, or separate sheet, record deviations from contract document requirements, including minor variations and limitations. Include Contractor's signed certification that information complies with contract document requirements.
 - 2. Submit to Architect at business address.

1.05 CONTRACTOR'S CONSTRUCTION SCHEDULES

- A. The Contractor shall provide Critical Path Method (CPM) scheduling services, including planning, evaluating and reporting; subcontractors shall participate in scheduling.
 - 1. Standards: Comply with procedures contained in "CPM in Construction-A Manual for General Contractors" published by The Associated General Contractors of America, Inc.
- B. Interim Schedules: The Contractor, within ten (10) calendar days after execution of the contract, shall submit an interim construction schedule to the Owner's representative and Architect. The schedule shall be in the form of a bar chart or a Critical Path Method (CPM) schedule. The schedule shall include as many activities as necessary to sufficiently detail the work to be performed during the first thirty (30) working days of construction. The interim schedule shall also detail, in general, the balance of the construction work past the first thirty (30) work days.

- C. CPM Construction Schedule: The Contractor, within thirty (30) calendar days after execution of contract, shall submit a detailed construction schedule to the Owner's representative and Architect. The schedule shall be in the form of a Critical Path Method (CPM) schedule. The CPM shall be in the arrow diagram method where the activity and duration is represented on the arrow. The CPM schedule shall include logic drawings and corresponding computer printouts. The CPM schedule shall be updated monthly. A narrative report shall be submitted with each update. In addition, the Contractor will provide a time scaled summary chart.
- D. Scope: The CPM schedule as a minimum, shall provide for 1) work sequence as identified in Section 01010 Summary of Work; 2) provisions for adverse weather as identified in the General Conditions; and, 3) the following:
1. Long lead time procurement activities.
 2. Contractor phasing activities.
 3. Activation and testing activities.
 4. Milestone dates for contract phasing requirements.
 5. Owner furnished equipment activities.
 6. Logic restraints reflecting the flow of manpower.
 7. Utility tie-in activities.
 8. Clean-up and punchlist activities and Owner move-in activities.
 9. Activity durations in working days.
 10. The project shall be broken down into logical building areas by floor levels, elevations, functional spaces, and addition or renovation, and as required.
 11. Work activities performed by subcontractors.
 12. Concurrent work activities under separate contract.
 13. Shop drawing, submittals and approval.
 14. Weather constraints.
 15. Change orders.
- E. Logic Drawings: The CPM logic drawings shall be 30" x 42" and shall, as a minimum, include:
1. The activity description.
 2. Activity duration.
 3. Marked critical path.
 4. Marked complete activities.
 5. Highlighted milestone dates.
 6. Update number and date.
- F. Computer Printouts: The CPM computer printouts shall, as a minimum, include:
1. The activity I-J designation.
 2. The activity description.
 3. The activity duration (in working days).
 4. Activity early state date.
 5. Activity late start date.
 6. Activity early finish date.
 7. Activity late finish date.
 8. Slack or total float.
 9. Subcontract or trade designation.
- G. Developing the Schedule: The Contractor shall meet jointly with the subcontractors, suppliers, and the Architect when developing the CPM schedule.

- H. Owner's Review: Within five (5) working days after receipt of the Contractor's CPM schedule, the Owner and Architect shall meet with the Contractor for the final review of the CPM schedule. Review of the schedule by the Owner does not relieve the Contractor's responsibility for the schedule's accuracy or the ability of the Contractor to meet the dates set forth therein, nor does such review constitute an acknowledgement or admission by the Owner of the reasonableness of durations or logic of the schedule.
- I. Important of Update Submittals: The updated CPM submittal, including a written schedule recovery statement if required, shall accompany the Contractor's Application for Payment. The Contractor's Application for Payment will not be processed until the update CPM schedule has been received by the Owner.
- J. Narrative Report: The Contractor shall prepare a narrative report as a part of each schedule update, in a form agreed upon by the Architect. The narrative report shall include a description of the current status of the work, problem areas, current and anticipated delaying factors and their estimated impact on performance of other activities and completion dates; and an explanation of corrective action taken or proposed.
- K. Schedule Slippage: Whenever the current schedule update reflects that the project is five (5) or more working days behind schedule, the Contractor shall submit a written statement to the Architect describing the cause of the slippage and the actions being considered by the Contractor to recover the time slot. The written schedule recovery statement shall be submitted with the monthly schedule update.
- L. Update Submittals: For each update, the Contractor shall submit the following:
 - 1. Three copies of updated logic drawings – blueprints.
 - 2. Three copies of updated computer printouts I-J, ascending order sort.
 - 3. Three copies of narrative report.
 - 4. Three copies of an updated time scaled summary chart.
- M. The progress schedule shall indicate the monthly anticipated adverse weather days, if any, pursuant to the Supplemental and General Conditions and indicate the constraints of anticipated adverse weather on planned activities. Update submittals of the progress schedule shall indicate actual adverse weather days and their impact on planned activities.
- N. Any adjustments in Contract Time executed by Change Order shall be included in the update submittals of the project schedule.

1.06 SUBMITTAL SCHEDULE

- A. After development and acceptance of the Contractor's schedule, prepare a complete schedule of submittals. Submit the schedule within ten (10) days of the date required for establishment of the Contractor's construction schedule.
 - 1. Coordinate submittal schedule with the list of subcontracts, schedule of values and the list of products as well as the Contractor's Construction Schedule.
 - 2. Prepare the schedule in chronological order; include submittals required during the construction. Provide the following information.
 - a. Scheduled date for the first submittal.
 - b. Related section number.

- c. Submittal category.
 - d. Name of subcontractor.
 - e. Description of the part of the work covered.
 - f. Scheduled date for resubmittal.
- B. Distribution: Following response to initial submittal, print and distribute copies to the Architect, Owner, subcontractors, and other parties required to comply with submittal dates indicated. Post copies in the project meeting room and field office.
- 1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the work and are no longer involved in project activities.
- C. Schedule Updating: Revise the submittal schedule after each meeting or activity, where revisions have been recognized or made relating to submittals. Issue the updated schedule concurrently with report of each such meeting.

1.07 DAILY CONSTRUCTION REPORTS

- A. The Contractor's Superintendent shall prepare a daily construction report, recording the following information, in a narrative format, concerning events at the site; and submit original documents to the Architect at weekly intervals.
- 1. List of subcontractors at the site.
 - 2. Approximate count of personnel at the site, identifying the number of workers and supervisors.
 - 3. High and low temperatures, general weather conditions.
 - 4. Accidents and unusual events.
 - 5. Meetings and significant decisions.
 - 6. Stoppages, delays, shortages, losses.
 - 7. Emergency procedures.
 - 8. Orders and requests of governing authorities.
 - 9. Change orders received, implements.
 - 10. Services connected, disconnected.
 - 11. Equipment or system tests and start-ups.
 - 12. Partial completions and occupancies.
 - 13. Type and usage of major pieces of heavy equipment.

1.08 PRE-EXISTING CONDITIONS VIDEO SURVEY

- A. Submit a pre-existing condition list and/or video with the initial application for payment. Specifically note any pre-existing conditions which may result in a potential dispute with the Owner.

1.09 SHOP DRAWINGS

- A. Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the contract documents. Do not reproduce contract documents or copy standard information as the basis of shop drawings. Standard information prepared without specific reference to the project is not considered shop drawings. Shop drawings' quality is subject to approval.

- B. Shop drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates and similar drawings. Include the following information:
 - 1. Dimensions.
 - 2. Relationship to building grids or coordinates.
 - 3. Interface with adjacent construction.
 - 4. Identification of products and materials included.
 - 5. Compliance with specified standards.
 - 6. Notation of dimensions established by field measurement.
- C. Sheet Size: Except for templates, patterns and similar full-size drawings, submit shop drawings on sheets 8½" x 11", 11" x 17", or 30" x 42". No other sizes will be accepted.
- D. Submittal: Submit at least two blue-line prints. One of the blue-line prints will be retained by the Architect. The Contractor shall be responsible for making appropriate number of copies for distribution to other affected parties.
- E. Do not use shop drawings without an appropriate final stamp indicating action taken in connection with construction.

1.10 PRODUCT DATA

- A. Collect product data into a single submittal for each specified product. Product data includes printed information such as catalog cuts, Material Safety Data Sheets (MSDS), and other performance information.
 - 1. Mark each copy to show applicable choices and options. Where printed product data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:
 - a. Manufacturer's printed recommendation.
 - b. Compliance with recognized trade association standards.
 - c. Compliance with recognized testing agency standards.
 - d. Application of testing agency labels and seals.
 - e. Notation of dimensions verified by field measurement.
 - f. Notation of coordination requirements.
 - g. Any limitations on warranty or guarantee of manufacturer.
 - 2. Do not submit product data until compliance with requirements of the contract documents has been confirmed.
- B. Submittals: Submit three (3) copies. Submit two (2) additional copies where required for maintenance manuals. The Architect will return one copy marked with action taken and corrections or modifications required.
 - 1. Unless noncompliance with contract documents provisions is observed, the submittal may serve as the final submittal.
- C. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal form.

1. Do not proceed with installation until a copy of the applicable product data is in the Installer's possession.
 2. Provide copies for record documents described in Section 01700 – Project Closeout.
- D. Do not permit use of unmarked copies of product data in connection with construction.

1.11 SAMPLES

- A. Submit full-size, full fabricated samples cured and finished as specified (where applicable) and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or container of materials, color range sets, and swatches showing color, texture and pattern.
1. Mount, display, or package samples in the manner specified to facilitate review of qualities indicated.

Prepare samples to match the Architect's sample. Include the following:
 - a. General description of the sample.
 - b. Sample sources
 - c. Product name or name of manufacturer.
 - d. Compliance with recognized standards.
 - e. Availability and delivery time.
 2. Submit samples for review of kind, color, pattern, and texture, for a final check of these characteristics with other elements, and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
 - a. Where variation in color, pattern, texture or other characteristics are inherent in the material or product represented, submit multiple units (not less than three), that show approximate limits of the variations.
 - b. Refer to other specification sections for requirements for samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation and similar construction characteristics.
 - c. Refer to other sections for sample to be returned to the Contractor for incorporation in the work. Such samples must be undamaged at time of use. On the transmittal, indicate special requests regarding disposition of sample submittals.
- B. Submittals: Except for samples illustrating details, workmanship, fabrication techniques, connections, operation and similar characteristics, submit three sets: One set will be returned with comments.
- C. Maintain sets of samples, as returned, at the project site, for quality comparisons throughout the course of construction.
1. Unless non-compliance with contract documents provisions is observed, the submittal may serve as the final submittal.
 2. Sample sets may be used to obtain final acceptance of the construction associated with each set.

- D. Distribution of Samples: prepare and distribute additional sets to subcontractors, manufacturers, fabricators, suppliers, installers, and others as required for performance of the work. Show distribution on transmittal forms.
- E. Field Samples: Field samples specified in individual sections are special types of samples. Field samples are full-size samples erected on site to illustrate finishes, coatings, or finish materials and to establish the standard by which the work will be judged.
 - 1. Comply with submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity.
 - 2. Allow at least seven (7) days after completion and curing (where applicable) of field sample for Architect's review. Notify Architect in writing upon completion of field sample.
 - 3. Where required, give Architect notice and an opportunity to observe field erection or application of field sample.

1.12 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

- A. Except as otherwise provided in the contract documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate through the Architect. Communications by and with subcontractors and material suppliers shall be through the Contractor.
- B. All requests for information regarding or clarification of the plans and specifications shall be made in writing referencing the specification section and statement requiring clarification. Deliver to Architect's business address.

1.13 ARCHITECT'S ACTION

- A. Except for submittals for record, information or similar purposes, where action and return is required or requested, the Architect will review each submittal, mark to indicate action taken, and return promptly.
 - 1. Compliance with specified characteristics is the Contractor's responsibility.
- B. Submittal Stamp: The Architect will stamp each submittal with a uniform, self-explanatory submittal stamp. The stamp will be appropriately marked, as follows, to indicate the action taken:
 - 1. Action A – Reviewed: Where submittals are marked "Reviewed", that part of the work covered by the submittal may proceed provided it complies with requirements of the contract documents; final acceptance will depend upon that compliance.
 - 2. Action B – Reviewed – Additional Information Required: Where submittals are marked "Reviewed – Additional Information Required", the information submitted has been reviewed and approved as noted. However, additional information as noted and/or required by contract documents need to be submitted.

3. Action C – Furnish as Corrected: When submittal is marked “Furnish as Corrected”, that part of the work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the contract documents; final acceptance will depend on that compliance.
 4. Action D – Revise and Resubmit: When submittal is marked “Revise and Resubmit”, do not proceed with that part of the work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark.
 - a. Do not permit submittals marked “Revise and Resubmit” to be used at the project site, or elsewhere where work is in progress.
 5. Action E – Rejected: When submittal is marked “Rejected”, information submitted is not in compliance with contract documents. Resubmit submittal as required by contract documents.
- D. Meaning of Architect’s Approval: Review is only for conformance with the design concept and for compliance with the information given in the contract documents. Approval does not authorize changes involving additional cost unless stated in separate change order or letter. Contractor is not relieved of responsibility for any deviations in submittals from requirements of the contract documents. Contractor is responsible for dimensions to be confirmed and correlated at the site; for information that pertains solely to the fabrication processes or to means, methods, techniques, sequences and procedures of construction; and for coordination of the work of all trades. Approval of a specific item does not indicate approval of an assembly of which the item is a component.

1.14 CONTRACTOR’S ACTION ON RETURNED SUBMITTALS

- A. The Contractor shall coordinate distribution of all product data and samples for the project.
- B. The Contractor is responsible to reproduce and distribute copies of stamped returned submittals as required for this use in abatement, or in corrections for resubmittal.
- C. The Contractor is responsible to reproduce and distribute copies of stamped returned submittals as required for his use and subcontractor’s use in preparing and submitting other submittals such as, close-out, maintenance manuals, etc., Refer to other sections of the specifications for requirements.
 1. The Contractor shall maintain a current set of abatement plans and specifications which shall be available to the Architect at the job site during the course of the work.

PART 2 -- PRODUCTS

Not applicable.

PART 3 -- EXECUTION

Not applicable.

END OF SECTION

SECTION 01400

QUALITY CONTROL

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Contractor's Quality Control
- B. Contractor's Quality Control Program
- C. Pre-Installation Conferences
- D. Initial and Follow-up Inspections
- E. Mock Up
- F. Field Samples
- G. Manufacturer's Field Services and Reports
- H. References
- I. Inspection and Testing Laboratory Services
- J. Quality Assurance and Control of Installation
- K. Safety

1.02 RELATED SECTIONS

- A. Section 01040 - Coordination and Meetings
- B. Section 01300 - Submittals
- C. Section 01700 - Contract Closeout

1.03 CONTRACTOR'S QUALITY CONTROL

- A. The quality of all work shall be the responsibility of the Contractor. Sufficient inspections and tests of all items of work, including that of subcontractors, to ensure conformance to applicable specifications and drawings with respect to the quality of materials, workmanship, construction finish, functional performance, and identification shall be performed on a continuing basis. The Contractor shall furnish qualified personnel, appropriate facilities, instruments and testing devices necessary for the performance of the quality control function. The controls shall be adequate to cover all construction operations both on and off site, shall be keyed to the proposed construction sequence and shall be correlated by the Contractor's quality control personnel.

1.04 CONTRACTOR'S QUALITY CONTROL PROGRAM

- A. The Contractor shall submit to the Architect a copy of the proposed written quality control program prior to submission of the Contractor's first application and certificate for payment. The Contractor's written quality control plan shall include as a minimum:

1. Identification of the project team for this project. Team members include, but are not necessarily limited to, the Owner's Project Manager, Architect, Mechanical Consultant, Electrical Consultant, Site Engineer, Structural Consultant, General Contractor and major subcontractors. List company name, address, contact and telephone number.
2. Name and identification of the Contractor's key representatives from this project. Include the contract executive, Project Manager, Superintendent, Assistant Superintendents (if applicable), and Quality Control representative (may be the superintendent or other key contract representative). Also include a brief description of proposed duties and qualifications. The quality control representative must have the authority to make all decisions relating to quality control issues.
3. General summary and mission statement outlining general procedures for implementation of the program.
4. List by specification section the method of performing, documenting and enforcing quality control operations of both prime and subcontract work including proposed and required inspection and testing. Include preinstallation conferences, follow-up inspections, mockups, field samples and manufacturer's inspection.
5. The Contractor's quality control program shall be submitted and accepted prior to consideration of the Contractor's first certificate and application for payment.

1.05 PREINSTALLATION CONFERENCES

- A. Pre-installation conferences shall be performed prior to beginning each feature of work for any on-site construction work. Preparatory inspections for the applicable feature of work shall include: review of submittal requirements and all other contract requirements with the foreman or supervisors directly responsible for the performance of the work; check to assure that provisions have been made to provide required field control testing; examine the work area to ascertain that all preliminary work has been completed; verify all field dimensions and advise the project Architect of any discrepancies; and perform a physical examination of materials and equipment to assure that they conform to approved shop drawings or submittal data and that all materials and/or equipment are on hand; review special requirements, review shop drawings and sample construction mockups as appropriate.
- B. The Contractor shall prepare agenda, preside at conference, record minutes, and distribute copies within five (5) days after conference to participants, with copies to the Architect and Owner.

1.06 INITIAL AND FOLLOW UP INSPECTIONS

- A. An initial inspection shall be performed as soon as a representative portion of the particular feature of the work is complete and shall include examination of the quality of workmanship as well as a review of the work for compliance with contract requirements. The initial inspection shall be performed by the Contractor's Quality Control representative and results noted in the Contractor's daily reports. Any deviations from the contract requirements shall be brought to the immediate attention of the Architect.

1.07 MOCK UP

- A. Assemble and erect specified items, with specified attachment and anchorage devices, flashings, seals and finishes.
- B. Where mock up is specified in individual sections to be removed, clear area after mock up has been accepted by the Architect.

1.08 FIELD SAMPLES

- A. Install field samples at the site as required by individual specifications sections for review.
- B. Acceptable samples represent a quality level for the work.
- C. Where field sample is specified in individual sections to be removed, clear area after field sample has been accepted by the Architect.

1.09 MANUFACTURERS' FIELD SERVICES AND REPORTS

- A. Submit qualifications of observer to Architect thirty (30) days in advance of required observations. Observer subject to approval of Architect and Owner.
- B. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start up of equipment, and test, adjust, and balance of equipment as applicable, and to initiate instructions when necessary.
- C. Individuals to report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturer's written instructions.
- D. Submit report within thirty (30) days of observation to the Architect for review.

1.10 REFERENCES

- A. Conform to reference standard by date of issue or current date of contract documents.
- B. Obtain copies of standards when required by contract documents.
- C. Should specified reference standards conflict with contract documents, request clarification from Architect before proceeding.
- D. The contractual relationship of the parties to the contract shall not be altered from the contract documents by mention or inference otherwise in any reference document.

1.11 INSPECTION AND TESTING LABORATORY SERVICES

- A. Architect will appoint, employ, and pay for services of an independent firm to perform inspection and testing, except when a specification section specifically states that testing of that work be provided for by the Contractor.

- B. The independent firm will perform inspections, tests, and other services specified in individual specification sections and as required by the Architect.
- C. Reports will be submitted by the independent firm to the Architect, in duplicate, indicating observations and results of tests and indicating compliance or noncompliance with contract documents.
- D. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage and assistance as requested.
 - 1. Notify Architect and independent firm forty-eight hours prior to expected time for operations requiring services.
 - 2. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.
- E. Retesting required because of nonconformance to specified requirements shall be performed by the same independent firm on instructions by the Architect. Payment for retesting will be charged to the Contractor by deducting inspection or testing charges from the contract sum.

1.12 QUALITY ASSURANCE/CONTROL OF INSTALLATION

- A. Maintain quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply fully with manufacturer's instructions, including each step in sequence.
- C. Should manufacturer's instructions conflict with contract documents, request clarification from Architect before proceeding.
- D. 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.
- E. Perform work by persons qualified to produce workmanship of specified quality. Work that properly should be done by skilled labor shall not be attempted with common laborers. The Contractor shall have on the job, at all times, ample equipment to carry on the work properly, including such tools as may be necessary to meet emergency requirements.

1.13 SAFETY

- A. Contractors who perform any work under this contract will fully comply with the provisions of the Federal Occupational Safety and Health Act of 1970 and to the rules and regulations promulgated pursuant to this Act.
 - 1. Contractor must submit a safety program to the Architect prior to starting work on the site. This program should indicate the Contractor's plan to comply with OSHA requirements for the various conditions of the project. The Contractor shall appoint a safety representative on site. The safety program and Contractor's representative names must both be posed.
 - 2. The Architect will take no action on the Contractor's safety program, but will forward it to the Owner for information only. The Contractor is responsible for safety on the project site per the contract documents.

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- B. Hazardous Material: In the event the Contractor encounters material on the site, reasonably believe to be asbestos or polychlorinated biphenyl (PCB) that has not been rendered harmless, the Contractor shall immediately stop work and notify the Architect and Owner. Such notification shall be documented in writing.
- C. Provide any and all measures of protection required by the applicable local municipality for the protection of the public and employees during excavation operations and at completion of work. Measures taken shall include, but not be limited to, sidewalks, barricades, warning lights and signs/ and shall comply with American Standard Safety Code and all local laws and ordinances. Maintain in good condition during operations.

PART 2 – PRODUCTS (NOT APPLICABLE)

PART 3 – EXECUTION (NOT APPLICABLE)

END OF SECTION

**SECTION 01500
CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS**

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Related Documents
- B. Summary
- C. Submittals
- D. Quality Assurance
- E. Project Conditions
- F. Temporary Construction and Support Facilities
- G. Security and Protection Facilities Installation
- H. Operation, Termination, and Removal

1.02 RELATED DOCUMENTS

- A. Drawings and general provisions of the contract, including general and supplementary conditions and other Division-1 Specification sections, apply to this section.

1.03 SUMMARY

- A. This section specifies requirements for temporary services and facilities, including utilities, construction and support facilities, security and protection.
- B. Temporary utilities that may be required include, but are not limited to:
 - 1. Water service and distribution.
 - 2. Temporary electric power and light.
 - 3. Gas service.
 - 4. Telephone service.
 - 5. Storm sewer.
- C. Temporary construction and support facilities that may be required include, but are not limited to:
 - 1. Temporary heat.
 - 2. Field offices and storage sheds.
 - 3. Temporary roads and paving.
 - 4. Sanitary facilities, including drinking water.
 - 5. Dewatering facilities and drains.
 - 6. Temporary enclosures.
 - 7. Hoists and lifts.
 - 8. Temporary project identification signs and bulletin boards.
 - 9. Waste disposal services.
 - 10. Rodent and pest control.
 - 11. Construction aids and miscellaneous services and facilities.

- D. Security and protection facilities required include, but are not limited to:
 - 1. Temporary fire protection.
 - 2. Barricades, warning signs, lights.
 - 3. Environmental protection.

1.04 SUBMITTALS

- A. Temporary Utilities: Submit reports of tests, inspections, meter readings and similar procedures performed on temporary utilities.

1.05 QUALITY ASSURANCE

- A. Regulations: Comply with industry standards and applicable laws and regulations if authorities having jurisdiction, including but not limited to:
 - 1. Building Code requirements.
 - 2. Health and safety regulations.
 - 3. Utility company regulations.
 - 4. Police, Fire Department and Rescue Squad rules.
 - 5. Environmental protection regulations.
- B. Standards: Comply with NFPA Code 241, "Building Construction and Demolition Operations"; ANSI-A10 Series standards for "Safety Requirements for Construction and Demolition", and NECA Electrical Design Library "Temporary Electrical facilities."
 - 1. Refer to "Guidelines for Bid Conditions for Temporary Job Utilities and Services", prepared jointly by AGC and ASC, for industry recommendations.
 - 2. Electrical Service: Comply with NEMA, NECA and UL standards and regulations for temporary electric service. Install service in compliance with National Electric Code (NFPA temporary electric service. Install service in compliance with National Electrical Code (NFPA 70).
- C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

1.06 PROJECT CONDITIONS

- A. Temporary Utilities: Prepare a schedule indicating dates for implementation and termination of each temporary utility. At the earliest feasible time, when acceptable to the Owner, change over from use of temporary service to use of the permanent service.
- B. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Take necessary fire prevention measures. Do not overload facilities, or permit them to interfere with progress. Do not allow hazardous dangerous or unsanitary conditions, or public nuisances to develop or persist on the site.

PART 2 – PRODUCTS (NOT APPLICABLE)

PART 3 – EXECUTION

3.01 TEMPORARY CONSTRUCTION AND SUPPORT FACILITIES

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- A. Locate field offices, storage sheds, sanitary facilities and other temporary construction and support facilities of ready access within project limit lines.
 - 1. Maintain temporary construction and support facilities until near substantial completion. Personnel remaining after substantial completion will be permitted to use permanent facilities, under conditions acceptable to the Owner.
 - 2. Location of all temporary buildings shall be subject to the approval of the Owner and the governing city.
- B. Provide incombustible construction for offices, shops and sheds located within the construction area, or within 30 feet of building lines. Comply with requirements of NFPA 241.
- C. Temporary Heat: Provide temporary heat required by construction activities, for curing or drying of completed installations or protection if installed construction from adverse effect of low temperatures or high humidity. Select safe equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirement to produce the ambient condition required and minimize consumption of energy.
- D. Heating Facilities: Except where use of the permanent system is authorized, provide vented self-contained LP gas or fuel oil heaters with individual space thermostatic control.
 - 1. Use of gasoline-burning space heaters, open flame, or salamander type heating units is prohibited.
- E. Field Offices: provide insulated, weather tight temporary offices of sufficient size to accommodate required office personnel at the project site. Keep the office clean and orderly for use of small progress meetings. Furnish and equip offices.
- F. Storage Trailers: Place storage trailers, sized, furnished and equipped to accommodate materials and equipment involved, including temporary utility service. Trailers are to be fully enclosed and placed on the site with prior approval of the Owner.
- G. Temporary Roads: Construct and maintain temporary roads to adequately support the construction activity and loading, during the construction period. Locate temporary roads, storage areas and parking where the same permanent facilities will be located, if possible.
 - 1. Coordinate temporary road development with subgrade grading, compaction, installation and stabilization of subbase, and installation of base and finish courses of permanent paving.
 - 2. Install temporary roads to minimize the need to rework the installations and to result in permanent roads and paved areas that are without damage or deterioration when occupied by the Owner.
 - 3. Extend temporary roads in and around the construction area as necessary to accommodate delivery and storage of materials, equipment usage, administration and supervision.
- H. Sanitary facilities include temporary toilets and drinking water fixtures. Comply with regulations and health codes for the type, number, location, operations and maintenance of fixtures and facilities. All sanitary conveniences shall be satisfactory to the Owner and shall conform to the regulations of the City, County, and State Health Departments.
 - 1. Install where facilities will best serve the project's needs.
 - 2. Provide toilet tissue, paper cups and similar disposable materials for each facility. Provide covered waste containers for used material.

- I. Toilets: Install well-contained toilet units. Shield toilets to ensure privacy. Use of pit-type privies will not be permitted.
- J. Dewatering Facilities and Drains: For temporary drainage and dewatering facilities and operations not directly associated with construction activities included under individual sections, comply with dewatering requirements of applicable Division-2 sections. Where feasible, utilize the same facilities. Maintain the site, excavations and construction free of water.
- K. Temporary Enclosures: Provide temporary enclosure of protection of construction in progress and completed, from exposure, foul weather, other construction operations and similar activities.
 - 1. Where heat is needed and the permanent building enclosure is not complete, provide temporary enclosures where there is no other provision for containment of heat. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.
 - 2. Install tarpaulins securely, with incombustible wood framing and other materials. Close openings of 25 square feet or less with plywood or similar materials.
 - 3. Close openings through floor or roof decks and horizontal surfaces with load-bearing wood-framed construction.
- L. Temporary Lifts and Hoists: Provide facilities for hoisting materials and employees. Truck cranes and similar devices used for hoisting materials are considered “tools and equipment” and not temporary facilities.
- M. Project Identification and Temporary Signs: The Contractor will not erect free-standing or post any signs on property under the control of the Shawnee Mission School District without prior approval by the Owner. This includes signs on construction trailers, portable sheds, etc., which might legitimately be temporarily parked on said property by and for the Contractor’s use as part of this project. The Owner may provide and erect one or more project signs as they deem necessary.
- N. Collection and Disposal of Waste: Collect waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than seven days during normal weather or three days when the temperature is expected to rise above 80 degrees. Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material in a lawful manner.
- O. Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate. Cover finished permanent stairs with a protective covering of plywood or similar material so finish will be undamaged at the time of acceptance.

3.02 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Except for use of permanent fire protection as soon as available, do not change over from use of temporary security and protection facilities to permanent facilities until Substantial Completion, or longer, as requested by the Architect.
- B. Temporary Fire Protection: Until fire protection needs are supplied by permanent facilities, install and maintain temporary fire protection facilities of the types needed to protect against reasonable predictable and controllable fire losses. Comply with NFPA 10 “Standard for Portable Fire Extinguisher”, and NFPA 241 “Standard for Safeguarding Construction, Alterations and Demolition Operations.”
 - 1. Locate fire extinguisher where convenient and effective for their intended purpose, but not less than one extinguisher on each floor at or near each usable stairwell.

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2. Store combustible materials in containers in fire-safe locations.
 3. Maintain unobstructed access to fire extinguisher, fire hydrants, temporary fire protection facilities, stairways and other access routes for fighting fires. Prohibit smoking in hazardous fire exposure areas.
 4. Provide supervision of welding operations, combustion type temporary heating units, and similar sources of fire ignition.
- C. Permanent Fire Protection: At the earliest feasible date in each area of the project, complete installation of the permanent fire protection facility, including connected services, and place into operations and use. Instruct key personnel on use of facilities.
- D. Barricades, Warning Signs and Lights: Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed provide lighting, including flashing red or amber lights.
- E. Enclosure Fence: When excavation begins, install an enclosure fence with lockable entrance gates. Locate where indicated, or enclose the entire site or the portion determined sufficient to accommodate construction operations. Install in a manner that will prevent people, dogs and other animals from easily entering the site, except by the entrance gates.
- F. Security Enclosure and Lockup: Install substantial temporary enclosure of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft and similar violations of security.
1. Storage: Where materials and equipment must be stored, and are of value or attractive for theft, provide a secure lockup. Enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.
- G. Environmental Protection: Provide protection, operate temporary facilities and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable effects might result. Avoid use of tools and equipment that produce harmful noise. Restrict use of noise making tools and equipment harmful to humans so as to minimize complaints from persons or firms near the site.
1. Contractor shall comply with all Federal, state and local laws and regulations relating to environmental protection. Daily clean up of adjacent streets, sidewalks, and public structures due to construction debris shall be required at Contractor's expense.

3.03 OPERATION, TERMINATION AND REMOVAL

- A. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.
 - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation and similar facilities on a 24-hour day basis where required to achieve indicated results and to avoid possibility of damage.
 - 2. Protection: Prevent water filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.

- B. Termination and Removal: Unless the Architect requests that it be maintained longer, remove each temporary facility when the need has ended, or when replaced by authorized use of a permanent facility, or not later than substantial completion. Complete, or if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged work, clean exposed surfaces and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary facilities are property of the Contractor. The Owner reserves the right to take possession of project identification signs.
 - 2. At substantial completion, clean and renovate permanent facilities that have been used during the construction period, including but not limited to:
 - a. Replace air filters and clean inside of ductwork and housings.
 - b. Replace significantly worn parts and parts that have been subject to unusual operating conditions.
 - c. Replace lamps that are burned out or noticeably dimmed by substantial hours of use.

END OF SECTION

**SECTION 01600
MATERIALS AND EQUIPMENT**

PART 1 GENERAL

1.01 SECTION INCLUDES:

- A. Related Documents
- B. Summary
- C. Definitions
- D. Submittals
- E. Quality Assurance
- F. Product Delivery, Storage and Handling
- G. Installation of Products

1.02 RELATED DOCUMENTS

- A. Drawings and general provisions of contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to this section.

1.03 SUMMARY

- A. This section specifies administrative and procedural requirements governing the Contractor's selection of products for use on the project.
- B. The Contractor's construction schedule and the schedule of submittals are included under Division 1 Section "Submittals."
- C. Standards: Refer to Division 1 Section "Reference Standards and Definitions" for applicability of industry standards to products specified.
- D. Administrative procedures for handling requests for substitutions made after award of the contract are included under Division 1 Section "Product Substitutions."

1.04 DEFINITIONS

- A. Definitions used in this article are not intended to change the meaning of other terms used in the contract documents, such as "specialties," "systems," "structure," "accessories," and similar terms. Such terms are self-explanatory and have well recognized meanings in the construction industry.
 - 1. "Products" are items purchased or incorporated in the Work, whether purchased for the Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

- a. "Named Products" are items identified by manufacturer's product name, including make or model designation, indicated in the manufacturer's published product literature, that is current as of the date of the Contract Documents.
2. "Materials" are products that are substantially shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or utilized to form a part of the Work.
3. "Equipment" is a product with operational parts, whether motorized or manually operated, that requires service connections such as wiring or piping.

1.05 SUBMITTALS

- A. Product List Schedule: Prepare a schedule showing products specified in a tabular form acceptable to the Architect. Include generic names of products required. Include the manufacturer's name and proprietary product names of each item listed.
 1. Coordinate the product list schedule with the Contractor's Construction Schedule and the Schedule of Submittals.
 2. Form: Prepare the product listing schedule with information of each item tabulated under the following column headings:
 - a. Related Specification Section Number.
 - b. Generic Name Used in Contract Documents.
 - c. Proprietary Name, Model Number and Similar Designations.
 - d. Manufacturer's Name and Address.
 - e. Supplier's Name and Address.
 - f. Installer's Name and Address.
 - g. Projected Delivery Date, or Time Span of Delivery Period.
 3. Initial Submittal: Within twenty (20) days after date of commencement of the work, submit three (3) copies of an initial product list schedule. Provide a written explanation for omissions of data, and for known variations from contract requirements.
 4. Architect's Action: The Architect will respond in writing to the Contractor within two weeks of receipt of the completed product list schedule. No response within this time period constitutes no objection to listed manufacturers or product, but does not constitute a waiver of the requirement that products comply with contract documents. The Architect's response will include the following:
 - a. A list of unacceptable product selections, containing a brief explanation of reasons for this action.

1.06 QUALITY ASSURANCE

- A. Source Limitations: To the fullest extent possible, provide products of the same kind, from a single source.
- B. Compatibility of Options: When the Contractor is given the option of selecting between two or more products for use on the project, the product selected shall be compatible with products previously selected products that were also options.
- C. Nameplates: Except for required labels and operating data, do not attached or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces or products which will be exposed to view in occupied spaces or on the exterior.

1. Labels: Locate required product labels and stamps on a concealed surface or, where required of observation after installation, on an accessible surface that is not conspicuous.
2. Equipment Nameplates: Provide a permanent nameplate on each item of service-connected or power-operated equipment. Locate on an easily accessible surface that is inconspicuous in occupied spaces. The nameplate shall contain the following information and other essential operating data:
 - a. Name of product and manufacturer.
 - b. Model and serial number.
 - c. Capacity.
 - d. Speed.
 - e. Ratings.

1.07 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, unused at the time of installation.
 1. Provide products complete with all accessories, trim, finish, safety guards and other devices and details needed for a complete installation and for the intended use and effect.
 2. Standard products: Where available, provide standard products of types that have been produced and used successfully in similar situations on other projects.
- B. Product Selection Procedures: Product selection is governed by the Contract Documents and government regulations, not be previous project experience. Procedures governing product selection include the following:
 1. Proprietary Specification Requirements: Where only a single product or manufacturer is named, provide the product indicated. No substitutions will be permitted.
 2. Semi-Proprietary Specification Requirements: Where two or more products or manufacturers are named, provide one of the products indicated. No substitutions will be permitted.
 3. Non-Proprietary Specifications: When the specifications list products or manufacturers that are available and may be incorporated in the work, but do not restrict the Contractor to use of these products only, the Contractor may propose any available product that complies with contract requirements. Comply with contract document provisions concerning "substitutions" to obtain approval for use of an unnamed product.
 4. Descriptive Specification Requirements: Where specifications describe a product or assembly, listing exact characteristics required, with or without use of a brand or trade name, provide a product or assembly that provides the characteristics and otherwise complies with contract requirements.
 5. Performance Specification Requirements: Where specifications require compliance with performance requirements, provide products that comply with these requirements, and are recommended by the manufacturer for the application indicated. General overall performance of a product is implied where the product is specified for a specific application.
 - a. Manufacturer's recommendations may be contained in published product literature, or by the manufacturer's certification of performance.

END OF SECTION

**SECTION 01650
STARTING OF SYSTEMS**

PART 1 – GENERAL

1.01 SECTION INCLUDES:

- A. Starting systems.
- B. Demonstration and instructions.
- C. Testing, adjusting, and balancing.

1.02 RELATED SECTIONS

- A. Section 01400 – Quality Control: Manufacturer's field reports.
- B. Section 01700 – Contract Closeout: System operations and maintenance data and extra materials.

1.03 STARTING SYSTEMS

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Notify Architect and Owner fourteen (14) days prior to start up of each item.
- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, or other conditions that may cause damage.
- D. Verify that tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- E. Verify wiring and support components for equipment are complete and tested.
- F. Execute start up under supervision of responsible manufacturer's representative in accordance with manufacturer's instructions.

1.04 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of products to Owner's personnel two weeks prior to date of substantial completion. Contractor will prepare and distribute meeting minutes of each demonstration and associated instruction.
- B. For equipment or systems requiring seasonal operation, perform demonstration for other season as soon as practical prior to the season. Demonstration shall be performed under applicable seasonal conditions.
- C. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.

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- D. Demonstrate start up, operation, control, adjustment, troubleshooting, servicing, maintenance, and shutdown of each item of equipment at a scheduled agreed upon time, at designated location.
- E. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.
- F. The minimum amount of time required for instruction on each item of equipment and system may be specified in individual sections. Reference individual sections for requirements.

1.05 TESTING, ADJUSTING AND BALANCING

- A. Contractor will appoint, employ, and pay for services of an independent firm to perform testing, adjusting and balance.
- B. The independent firm will perform services specified in Section 15950.
- C. Reports will be submitted by the independent firm to the Architect indicating observations and results of tests and indicating compliance or noncompliance with specified requirements and with the requirements of the contract documents.

PART 2 – PRODUCTS (NOT APPLICABLE)

PART 3 – EXECUTION (NOT APPLICABLE)

END OF SECTION

**SECTION 01700
PROJECT CLOSEOUT**

PART 1 GENERAL

1.01 SECTION INCLUDES:

- A. Related documents.
- B. Summary.
- C. Completion of a building and/or phase.
- D. Final completion and final payment.
- E. Record document submittals.
- F. Starting systems.
- G. Operating and maintenance instructions.
- H. Final cleaning.

1.02 RELATED DOCUMENTS

- A. Drawings and general provisions of the contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to this section.

1.03 SUMMARY

- A. This section specifies administrative and procedural requirements for project closeout, including but not limited to:
 - 1. Inspection procedures.
 - 2. Project record document submittal.
 - 3. Operating and maintenance manual submittal.
 - 4. Submittal of warranties.
 - 5. Final cleaning.
 - 6. Record vellum drawings.
- B. Closeout requirements for specific construction activities are included in the appropriate sections in Divisions-2 through 16.
- C. Refer to Division-1 Section “Warranties and Bonds” for specific requirements.

1.04 SUBSTANTIAL COMPLETION

- A. Substantial Completion:
 - 1. The Contractor and each Subcontractor shall carefully and regularly check their work for conformance with the contract documents as the Work is being done. Unsatisfactory work shall be corrected as the Work progresses and not be permitted to remain and become a part of the punch list.
 - 2. The Contractor shall conduct a pre-punch list inspection. The written pre-punch list shall be distributed to affected subcontractors, Architect and Owner’s representative. The Contractor shall advise the Architect in writing upon completion of the pre-punch list. This notification shall so serve to notify the Architect that the work is ready for the punch list inspection.
 - 3. The Architect shall make arrangements for his punch list inspection at the earliest possible date following Contractor notification of completion of the pre-punch list. Transmittal of the Punch List to the Contractor shall set the date for a reinspection prior to issuance of a Certificate of Substantial Completion. Upon receipt of the Punch List, the Contractor shall, within seven (7) days, bring to the attention of the Architect, in writing, any

- questions that he or any of his subcontractors may have concerning the requirements of the Punch List.
4. When advised by the Contractor that the Punch List items have been completed, the Architect shall conduct a reinspection with the Contractor, any needed subcontractors (and the Owner's representative where applicable) to determine whether the Certificate of Substantial Completion can be issued. A Certificate of Substantial Completion will only be issued after codes administration authorities document final approval and permit occupancy of the building or phase.
 5. When issued, the Certificate of Substantial Completion shall name the date, triggering the beginning of the warranty period (with any items to have a later starting date specifically noted). The certificate shall also have attached to it the uncompleted Punch List items, and shall name the date for their final completion. The Certificate of Substantial Completion shall also state the responsibilities of the Owner and the Contractor for maintenance, heat, air conditioning, utilities, insurance and building security.
 6. Acknowledgement of the date of substantial completion by the signature of all parties on the certificate implies possession of the premises by the Owner. The subsequent completion of incomplete punch list items by the Contractor and the subcontractors shall occur at the Owner's convenience. The Owner shall cooperate in permitting the Contractor access to the work for the completion of punch list items.
 7. A Certificate of Substantial Completion for the work, or portion of work as applicable, will only be issued after the requirements for the demonstration and instruction of operation and maintenance procedures as defined elsewhere by the Contract Documents, to the Owner's personnel have been satisfied by the Contractor.
 8. A list of items required for submission at Substantial Completion is listed at the end of this section. This list may include specific maintenance agreements, maintenance manuals, tools, keys, spare parts, extra stock materials, operational instruction to Owner's operating personnel, etc. Any items not here-in specifically listed as required at Substantial Completion shall be submitted at Final Completion.
 9. Substantial Completion Cleaning: At Substantial Completion for each project or portion of the project, clean the entire work area to a level acceptable to the Owner, for finish cleaning by the Owner's custodial personnel. Remove non-permanent protection and labels, polish glass, clean exposed finishes, touch-up minor finish damage, clean or replace filters of mechanical systems, remove debris and broom clean non-occupied spaces, sanitize plumbing/food service facilities, clean light fixtures and replace burned out/dimmed lamps, sweep and wash paved areas, police yards and grounds. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compound and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films and similar foreign substances. Restore reflective surfaces to their original reflective condition. Leave concrete floors broom clean. Vacuum carpeted surfaces. Mop VCT or seamless floor surfaces clean. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.

B. Final Completion:

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1. Submit executed warranties, workmanship bonds, remaining maintenance agreements, inspection certificates and similar required documentation for specific units of work, enabling Owner's unrestricted occupancy and use.
2. Submit maintenance manuals, tools, keys, spare parts, extra stock materials not required at substantial completion.
3. Complete instruction of Owner's operating personnel with start up of all systems, not previously required at substantial completion.
4. Complete final cleaning and remove temporary facilities.
 - a. Final Cleaning: At closeout time of each building, or applicable portion, reclean the work affected by punch list corrections. Remove non-permanent protection, polish glass, clean exposed finishes, touch-up minor finish damage, remove debris and broom clean non-occupied spaces, sanitize plumbing/food service facilities, clean light fixtures, sweep and wash paved areas, police yards and grounds, and perform similar clean up operations needed to produce a "clean" condition as judged by Architect and Owner.
5. All punch list work must be completed, reviewed and accepted by the Architect.

1.05 FINAL COMPLETION AND FINAL PAYMENT

- A. Provide submittals to Architect that are required by governing or other authorities. Confirm that all submittals required by the construction documents have been transmitted.
- B. Final Completion: For the purpose of determining a date at which the project is finished, final completion may be defined to include, but is not limited to:
 1. Substantial completion.
 2. Submission and acceptance by the Architect of project record drawings.
 3. Operation and maintenance data (including all air and water balance reports).
 4. All applicable Owner training sessions with meeting notes distributed (video tapes, if applicable).
 5. Final cleaning.
 6. Adjusting (hardware, HVAC, etc.)
 7. Warranties submitted by General Contractor and accepted by Architect.
 8. Spare parts and maintenance materials turned over to proper District personnel.
 9. All Punch List work completed, reviewed and accepted by the Architect.
 - a. All of the above items are as required by individual specification requirements as found in the contract documents. These individual requirements shall take precedence over this definition if any conflict should arise.
- C. Upon written notice by the Contractor that the reinspection punch list items are completed, the Architect shall verify this by inspection and shall issue to the Owner a final certificate of payment state that, to the best of their knowledge, information and belief, the work has been completed in accordance with the terms and conditions of the contract documents, and that the entire balance found to be due the Contractor, and noted in said final certificate of payment, is due and payable. The Owner shall endeavor to make final payment within thirty (30) days.

1.06 RECORD DOCUMENT SUBMITTAL

- A. General: Do not use record documents for construction purposes; protect from

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deterioration and loss in a secure, fire-resistive location; provide access to record documents for the Architect's reference during normal working hours.

- B. Record Drawings: A set of blue- or black-line drawings of the original bidding documents will be provided by the Architect to the Contractor for the following use:
1. If the Contractor elects to vary the work from the Contract Documents, and secures prior approval from the Architect, he shall record in a neat, readable manner, all such variances on the blue- or black-line drawings furnished.
 2. For plumbing; heating; ventilating; and air conditioning; electrical and fire protection work, record document drawings shall be maintained by the Contractor as the work progresses and as follows:
 - a. All deviations from the sizes, locations, and from all other features of all installations showing the contract documents shall be recorded.
 - b. In addition, it shall be possible, using these drawings, to correctly and easily locate, identify and establish sizes of piping, direction etc., as well as all other features of work that will be concealed.
 1. Locations of underground work shall be established by dimensions to column lines or walls, by locating all turns, etc., and by properly referenced centerline or invert elevations and rates of fall.
 2. For work concealed in the building, sufficient information shall be given so it can be located with reasonable accuracy and ease. In some cases this may be by dimension; in others, it may be sufficient to illustrate the work on the drawings in relation to the spaces in the building near which it was actually installed. Architect's decision in this matter shall be final.
 3. Blue- or black-line record drawings shall be kept up to date during the entire course of the work and shall be available upon request for examination by the Architect.
 4. The following requirements apply to all record document drawings:
 - a. They shall be maintained at the Contractor's expense.
 - b. All such drawings shall be done carefully and neatly by a competent draftsman and in an approved form.
 - c. Additional drawings shall be provided as necessary for clarification.
 - d. The record document drawings (both blue- and black-line and reproducible) shall be returned to the Architect upon completion of the work and are subject to the approval of the Architect.
 - d. Delete Architect title block and seal from record document drawings.
- C. Record Specifications: Maintain one complete copy of the project manual, including addenda, and one copy of other written construction documents such as change orders and modifications. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation. Note related record drawing information and product data.
1. Legibly mark and record at each product section description of actual products installed, including the following:
 - a. Manufacturer's product name and product model number.
 - b. Product substitutions or alternates utilized.

- c. Changes made by addenda and modifications.
 2. Upon completion of the work, submit record specifications to the Architect for the Owner's records.
 3. Record project manual shall be maintained at the Contractor's expense.
 4. Record project manual shall be maintained in a neat, readable manner. Contract work variations shall be recorded in the correct corresponding technical section of the project manual.
 5. Delete Architect seal from record project manual.
4. Complete final cleaning and remove temporary facilities.
- D. Record Shop Drawings: Maintain a clean, undamaged set of blue or black line white prints of shop drawings as finally approved. Mark the set to show the actual installation where the installation varies substantially from the work as originally shown. Mark drawings accurately; record a cross reference at the corresponding location on the contract drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
 1. Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the work.
 2. Mark new information that is important to the Owner, but was not shown on shop drawings.
 3. Note related change order numbers where applicable.
 4. Organize record shop drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.
- E. Record Product Data: Maintain one copy of each product data submittal. Mark these documents to show significant variations in actual work performed in comparison with information submitted. Include variations in products delivered to the site, and from the manufacturer's installation instruction and recommendations. Give particular attention to concealed products and portions of the work that cannot otherwise be readily discerned later by direct observation. Note related change orders and mark up of record drawings and specifications.
 1. Upon completion of mark ups, submit complete set of record product data to the Architect for the Owner's records.
- F. Record Documents and Shop Drawings: Contractor to supply one complete set of approved shop drawings. Legibly mark each item to record actual construction including:
 1. Measured depths of foundations in relation to fine (main) floor datum.
 2. Measured horizontal and vertical locations of underground utilities and appurtenance, referenced to permanent surface improvements.
 3. Measured locations of internal utilities and appurtenance concealed in construction, referenced to visible and accessible features of the work.
 4. Field changes of dimension and detail.
 5. Details not on original contract drawings.
- G. Record Sample Submitted: Immediately prior to the date or dates of substantial completion, the Contractor will meet at the site with the Architect and the Owner's personnel to determine which of the submitted samples that have been maintained during progress of the work are to be transmitted to the Owner for record purposes.

Comply with delivery to the Owner's sample storage area.

- H. Miscellaneous Record Submittal: Refer to other specification sections for requirements of miscellaneous recordkeeping and submittal in connection with actual performance of the work. Immediately prior to the date or dates of substantial completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to the Architect for the Owner's records.
- I. Maintenance Manuals: Organize operating and maintenance data into suitable sets of manageable size. Submit two sets prior to Substantial Completion or final inspection, as applicable. Bind properly indexed data in individual heavy-duty, three inch, three ring vinyl-covered binders, 8½ x 11 inch test page format, with pocket folders for folded sheet information.
1. Prepare binder covers with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, and subject matter of binder when multiple binders are required.
 2. Internally subdivide the binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.
 3. Contents: Prepare a Table of Contents for each volume, with each product or system description identified.
 4. Part 1: Directory, listing names, addresses, and telephone numbers of Architect, Contractor, subcontractors, and major equipment suppliers where they can be reached for emergency service at all times, including nights, weekends, and holidays.
 5. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of subcontractors and suppliers. Identify the following:
 - a. Significant design criteria.
 - b. List of equipment.
 - c. Parts list for each component.
 - d. Operating instructions.
 - e. Maintenance instructions for equipment and systems.
 - f. Maintenance instructions
 - g. Emergency instructions.
 - h. Spare parts list.
 - i. Wiring diagrams.
 - j. Recommended "turn around" cycles.
 - k. Inspection procedures.
 6. Part 3: Project documents and certificates, including the following:
 - a. Shop drawings and product data.
 - b. Air and water balance reports.
 - c. Certificates.
 - d. Photo copies of warranties and bonds.
 7. Submit one copy of completed volumes in final form fifteen (15) days prior to the applicable submission requirement. This copy will be returned after review, with Architect comments. Revise content of documents as required prior to final submittal for the applicable submission requirement.
 8. Submit final volumes revised, within the (10) days after Architect review and comment.

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- J. Record reproducible vellum drawings. Contractor shall submit one copy of all record contract drawings to the Owner in the form of reproducible vellum sheets.

PART 2 – PRODUCTS (NOT APPLICABLE)

PART 3 -- EXECUTION

3.01 STARTING SYSTEMS

- A. Coordinate schedule of start up of various equipment and systems.
- B. Notify Architect and Owner seven (7) days prior to start up of each item.
- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, or other conditions that may cause damage.
- D. Verify that tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- E. Verify wiring and support components for equipment are complete and tested.
- F. Execute start up under supervision of responsible manufacturer's representative (Contractor's personnel) in accordance with manufacturer's instructions.
- G. When specified in individual specification sections, require manufacturer to provide authorized representative to be present at site to inspect, check and approve equipment or system installation prior to start up, and to supervise placing equipment or system in operation.
- H. Submit a written report in accordance with Section 01400 that equipment or system has been properly installed and is functioning correctly.

3.02 OPERATING AND MAINTENANCE INSTRUCTIONS

- A. General: Arrange for each Installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance, if applicable. If Installers are not experienced in procedures, provide instruction by manufacturer's representatives. Include a detailed review of the following items:
 - 1. Maintenance manuals.
 - 2. Record documents.
 - 3. Spare parts and materials.
 - 4. Tools.
 - 5. Lubricants.
 - 6. Fuels.
 - 7. Identification systems.
 - 8. Control sequences.
 - 9. Hazards.
 - 10. Cleaning.
 - 11. Warranties and bonds.
 - 12. Maintenance agreements and similar continuing commitments.
- B. As part of instruction for operating equipment, demonstrate the following procedures:
 - 1. Start up.
 - 2. Shutdown.

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3. Emergency operations.
4. Noise and vibration adjustments.
5. Safety procedures.
6. Economy and efficiency adjustments.
7. Effective energy utilization.

END OF SECTION

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FINAL LIEN WAIVER AND RELEASE

Reference that certain Agreement between _____,
as Contractor, and _____, as Owner, dated _____,
on the project known as _____, located at _____
_____, for work to be performed by said Contractor.

Reference also that certain invoice of Contractor to said Owner in the Amount of \$ _____
for work, labor and materials installed in or furnished for said project by and through _____
_____.

The receipt by Contractor of Owner's remittance for the amount said invoice, contingent upon the final clearance and payment of said remittance, shall constitute payment for the full contract amount, including change orders and all other claims or demands of any nature whatsoever which Contractor has or may have in connection with the Project or Contract referenced herein, of \$ _____, for which Contractor (a) agrees to and does hereby waive and release said property, project and the Owner and all bond or payment sureties and guarantors from; and (b) does hereby agree to protect, indemnify, defend and hold harmless said property, project, Owner, sureties and guarantors against;

- (1) any and all liens, statutory or otherwise, and.
- (2) any or all obligations under any bond or guaranty for payment furnished by or to said Owner, whether pursuant to agreement or requirement of law, and
- (3) any and all other claims whatsoever, statutory or otherwise.

for any and all work, labor and materials furnished by or through said Contractor, its subcontractors and material suppliers for the entirety of said project.

The remittance of the Owner, identified as payment of said above invoice and endorsed by Contractor and marked "paid" or otherwise canceled by the bank against which said remittance was drawn shall constitute conclusive proof that said invoice was paid and the payment thereof was received by the Contractor, and thereupon, this final lien waiver shall become effective automatically and without requirement of any further act, acknowledgement or receipt of the part of said Contractor.

Contractor does further warrant that Contractor has not and will not assign its claims for payment nor its right to perfect a lien against said property and project, and the undersigned representative of the Contractor has the right to execute this waiver and release thereof.

The undersigned representative of Contractor does hereby certify under oath that he is fully authorized and empowered to execute this instrument for and in behalf of said Contractor and to bind them hereto and does in fact so execute this final lien release.

Dated this _____, day of _____, 2004.

Contractor:

By:

Title:

Subscribed and affirmed to before me, the undersigned Notary Public within and for the State of __
and the County of _____, this _____
Day of _____, in the City of _____.

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Notary Public within and for said County and State

**SECTION 01732
SELECTIVE DEMOLITION**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. This Section includes the following:
 - i. (Architect to provide listing of items affected.)
- B. Related Sections include the following:
 - 1. Division 1 Section "Summary of Work" for use of the premises and phasing requirement.
 - 2. Division 1 Section "Construction Facilities and Temporary Controls" for temporary construction and environmental-protection measures for selective demolition operations.
 - 3. Division 1 Section "Cutting and Patching" for cutting and patching procedures for selective demolition operations.
 - 4. Division 15 Sections for demolishing, cutting, patching, or relocating mechanical items.
 - 5. Division 16 Sections for demolishing, cutting, patching, or relocation electrical items.

1.03 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Detach items from existing construction and deliver them to Owner ready for reuse.
- C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.
- D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.04 MATERIALS OWNERSHIP

- A. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, demolished materials shall become Contractor's property and shall be removed from Project site.
- B. Historic items, relics, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, antiques, and other items of interest or value to Owner that may be encountered during selective demolition remain Owner's property. Carefully remove and salvage each item or object in a manner to prevent damage and deliver promptly to Owner.
 - 1. Coordinate with Owner to establish special procedures for removal and salvage.

1.05 SUBMITTALS

- A. Qualification Data: For firms and person specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and Owners, and other information specified.

- B. Proposed Dust-Control and Noise-Control Measures: Submit statement or drawing that indicates the measures proposed for use, proposed locations, and proposed time frame for their operation. Identify options if proposed measures are later determined to be inadequate.
- B. Schedule of Selective Demolition Activities: Indicate the following:
 - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
 - 2. Interruption of utility services.
 - 3. Coordination for shutoff, capping and continuation of utility services.
- C. Inventory: After selective demolition is complete, submit a list of items that have been removed and salvaged.
- D. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

1.06 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI A10.6 and NFPA 241.
- C. Predemolition Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Meetings." Review methods and procedures related to selective demolition including, but not limited to, the following:
 - 1. Inspect and discuss condition of construction to be selectively demolished.
 - 2. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
 - 3. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.

1.07 PROJECT CONDITIONS

- A. Owner will occupy portions of the site/building in and around the demolition area. Conduct selective demolition so Owner's operations will not be disrupted. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.
- B. Maintain access to existing access ways other occupied or used facilities.
 - 1. Do not close or obstruct access way, or other occupied or used facilities without written permission from authorities having jurisdiction.
- C. Owner assumes no responsibility for condition of areas to be selectively demolished.
 - 1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

1. Hazardous materials will be removed by Owner before start of the Work.
 2. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- A. Storage or sale of removed items or materials on-site will not be permitted.
- E. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
1. Maintain fire protection facilities in service during selective demolition operations.

PART 2 – PRODUCTS

- A. Use repair materials identical to existing materials.
- B. If identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
- C. Use materials whose installed performance equals or surpasses that of existing materials.
- B. Comply with material and installed requirements specified

PART 3 -- EXECUTION

3.01 EXAMINATION

- A. Verify that utilities have been disconnected and capped.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- E. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

3.02 UTILITY SERVICES

- A. Existing Utilities: Maintain services indicated to remain and protect them against damage during selective demolition operations.
- B. Do not interrupt existing utilities serving occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and to authorities having jurisdiction.
1. Provide at least 72 hours' notice to Owner if shutdown of service is required during changeover.
- C. Utility Requirements: Locate, identify, disconnect, and seal or cap off indicated utilities serving areas to be selectively demolished.

1. Owner will arrange to shut off indicated utilities when requested by Contractor.
2. If utility services are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary utilities that bypass area of selective demolition and that maintain continuity of service to other parts of the building.
3. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.

3.03 PREPARATION

- A. Dangerous Materials: Drain, purge, or otherwise remove, collect, and dispose of chemicals, gases, explosives, acids, flammables, or other dangerous materials before proceeding with selective demolition operations.

3.04 POLLUTION CONTROLS

- A. Dust Control: Use suitable methods to limit spread of dust and dirt. Comply with governing environmental protection regulations.
 1. Do not use water when it may create hazardous or objectionable conditions, such as ice, flooding, and pollution.
- B. Disposal: Remove and transport debris in a manner that will prevent damage to adjacent surfaces and areas.
- C. Cleaning: Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

3.05 SELECTIVE DEMOLITION

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 1. Proceed with selective demolition systematically.
 2. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces.
 3. Do not use cutting torches until work area is cleared of flammable materials. Maintain portable fire suppression devices during flame-cutting operations.
 4. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off site.
 5. Dispose of demolished items and materials promptly.
 6. Return elements of construction and surfaces that are to remain to condition existing before selective demolition operations began.
- B. Existing Facilities: Comply with Owner's requirements for using and protecting walkways, driveways, entries, and other facilities during selective demolition operations.
- C. Removed and Salvaged Items: Comply with the following:
 1. Clean salvaged items.
 2. Pack or crate items after cleaning. Identify contents of containers.
 3. Store items in a secure area until delivery to Owner.

4. Transport items to Owner's storage area designated by Owner.
 5. Protect items from damage during transport and storage.
- D. Removed and Reinstalled Items: Comply with the following:
1. Clean and repair items to functional condition adequate for intended reuse. Paint equipment to match new equipment.
 2. Pack or crate items after cleaning and repairing. Identify contents of containers.
 3. Protect items from damage during transport and storage.
 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- F. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition.
- G. Existing Items to be Abandoned in Place: Fill underground piping systems to be abandoned with sand as required to prevent future collapse.
- H. Concrete: Demolish in small sections. Cut concrete to a depth of at least $\frac{3}{4}$ inch at junctures with construction to remain, using power-driven saw. Dislodge concrete from reinforcement at perimeter of areas being demolished, but reinforcement, and then remove remainder of concrete indicated for selective demolition. Neatly trim openings to dimensions indicated.

3.06 PATCHING AND REPAIRS

- A. General: Promptly repair damage to adjacent construction caused by selective demolition operations.
- B. Patching: Comply with Division 1 Section "Cutting and Patching".

3.07 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on site.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.08 SELECTIVE DEMOLITION SCHEDULE

- A. Existing Construction to be Removed:
 1. (Architect to provide list of applicable items.)
- B. Existing Items to be Removed and Salvaged:
 2. (Architect to provide list of applicable items.)
- C. Existing Items to Remain:
 3. (Architect to provide list of applicable items.)

END OF SECTION

**SECTION 01740
WARRANTIES AND BONDS**

PART 1 - GENERAL

1.01 SECTION INCLUDES:

- A. Related Documents
- B. Summary
- C. Definitions
- D. Warranty Requirements
- E. Submittals

1.02 RELATED DOCUMENTS

- A. Drawings and general provisions of the contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to this section.

1.03 SUMMARY

- A. This section specifies general administrative and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturers' standard warranties on products and special warranties.
 - 1. Refer to the general conditions of the contract for construction of terms of Contractor's warranty of workmanship and materials.
 - 2. General closeout requirements are included in Division-1, Section "Project Closeout".
 - 3. Specific requirements for warranties for the work and products and installations that are specified to be warranted, are included in the individual sections of Divisions-2 through 16.
 - 4. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.
- B. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the work that incorporated the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

1.04 DEFINITIONS

- A. Standard product warranties are reprinted written warranties published by individual manufacturers for particular product and are specifically endorsed by the manufacturer to the Owner.
- B. Special warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

1.05 WARRANTY REQUIREMENTS

- A. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted work.
- B. Reinstatement of Warranty: When Work covered by a warranty has failed and has been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- C. Replacement Cost: Upon determination that work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective work regardless of whether the Owner has benefited from use of the work through a portion of its anticipated useful service life.
- D. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.
- E. The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

1.06 SUBMITTAL

- A. Submit written warranties to the Architect prior to the date certified for Substantial Completion. If the Architect's certificate of substantial completion designates a commencement date for warranties other than the date of Substantial Completion of the Work, or a designated portion of the Work, submit written warranties upon request of the Architect.
 - 1. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Architect within fifteen (15) days of completion of that designated portion of the Work.
 - 2. In all other instances, warranty periods will not begin prior to Substantial Completion, regardless of equipment use prior to dates of Substantial Completion.
- B. When a special warranty is required to be executed by the Contractor, or the Contractor and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner through the Architect for approval prior to final execution.
 - 1. Refer to individual sections of Divisions-2 through 16 for specific content requirements, and particular requirements of submittal of special warranties.
- C. Form of Submittal: At final completion, compile two copies of each required warranty and bond properly executed by the Contractor, or the Contractor, subcontractor, supplier or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the project manual.

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- D. Bind warranties and bonds in heavy-duty, commercial quality, durable three-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8½" x 11" paper.
1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address and telephone number of the installer.
 2. Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS", the project title or name, and the name of the Contractor.
 3. When operating and maintenance manuals are required for warranted constitution, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

PART 2 – PRODUCTS (NOT APPLICABLE)

PART 3 – EXECUTION (NOT APPLICABLE)

END OF SECTION

**SECTION 32 2200
INFILL ARTIFICIAL TURF**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Work included in this Section includes design, procurement, and installation of a new synthetic playing field system as shown on the drawings.
- B. Synthetic Turf work includes, but is not limited to, the following:
 - 1. A complete installation of turf including sewing seams, attachment to perimeter nailer, markings, installation of infill materials, etc.
 - 2. Coordination/protection of existing curbs, nailers, sidewalks, sprinkler heads, fences, nets, Goal Anchor Boxes, etc.
 - 3. A resilient infill system, consisting of a mixture of sand and rubber granules.
 - 4. The primary method of attaching turf together will be by sewing. Gluing shall be limited to areas in which sewing is impossible.
 - 5. Maintenance manual.
 - 6. Written 8-year warranty supported by a 3rd party insured warranty policy from an A-Rated domestic insurance carrier. Warranty shall be full replacement for lifetime of warranty. (No pro-rated warranties)
 - 7. Striping and seaming shop drawing: Striping plan; layouts as shown on the diagrams included in this section.
 - 8. Training of field maintenance personnel in proper care maintenance procedures.
- C. Evaluation: Owner and the Design team will evaluate the following items when determining the successful bidder: Price, Product, Company History, References, Site Visits, Warranty and Insurance and Track Record. The evaluation criteria is outlined in the front end documents.
- D. Facility Understanding
 - 1. The Soccer Complex is HEAVILY used and subsequently groomed more often than a "typical" facility. Turf proposers shall bear this in mind when submitting proposals.

1.3 SYSTEM DESCRIPTION

- A. General: The existing synthetic playing field system is comprised of subgrade drainage system and synthetic turf with infill material of sand and ground rubber. This project consists of removing the existing turf and infill, and replacing with a new turf and new/re-used infill.
 - 1. Components include, but are not limited to:
 - a. Protection of concrete curb.
 - b. Protection of existing soccer goal anchor boxes.
 - c. Grading Requirements:
 - 1) Finish grading of surface gravel prior to turf installation.
 - d. Repair of perimeter nailer.
 - e. Complete installation of turf including sewing seams, attachment to perimeter nailer, installation of infill materials, etc.

1.4 PROJECT CONDITIONS

- A. Site Information: Existing design drawings are based on previous design drawings and limited field measurements. Architect/Owner cannot guarantee subsurface conditions.
- B. Use of Explosives: Use of explosives is not permitted.
- C. Protection of Persons and Property: Barricade open excavations occurring as part of this Work and post with warning lights.
 - 1. Operate warning lights as recommended by authorities having jurisdiction.
 - 2. Protect structures, utilities and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- D. Existing Benchmarks: Carefully preserve and maintain existing benchmarks, vertical/horizontal control, monuments, property line pipes and pins, and other reference points. If disturbed or destroyed, restore or replace at no additional cost to the Owner.
- E. Field Measurements: Each bidder is encouraged to visit the site of the Work to verify the existing conditions. No adjustments will be made to the Contract Sum for variations in the existing conditions.
- F. Environmental Limitations: Do not delivery surfacing material if either ambient air temperature or material temperature is below 32 degrees F.
 - 1. Do not proceed with installation until weather conditions are satisfactory according to the manufacturer's recommendations.

1.5 SUBMITTALS

- A. **Submittals required with Bid** (One (1) sample from each manufacturer is required. Multiple submittals from each bidder is not necessary)
 - 1. The following information from independent testing laboratory:

Property	Test	Value/Description
Fiber Denier (Mono)	ASTM 1907	
Fiber Denier (Slit Film)	ASTM 1907	
Structure (Monofilament & Slit Film)		
Yarn Thickness		
Face Weight	ASTM D5848 or FIFA/ISO 8543	
Tuft Gauge		
Pile Height	ASTM D5848 or FIFA/ISO 8543	
Primary Backing Material		
Secondary Backing		
Total Weight	ASTM D5848 or FIFA/ISO 8543	
Drainage Through Turf	ASTM F1551	
Primary Backing Dimensional Stability		

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Backing tear Strength		
Lead Content (below 100 ppm max.)		
Infill Rubber type		
Infill Rubber size		
Infill Sand Type		
Infill Sand Shape		
Infill Sand Size		
Infill Mix sand/rubber %		
Amount of fiber above infill		
Artificial Weathering (3,000 hrs UVA) Turf Color Change	FIFA/EN ISO 20105-A02	
Artificial Weathering (3,000 hrs UVA) Pile Yarn tensile Strength	FIFA/EN 13864	
Artificial Weathering (3,000 hrs UVA) Infill Color Change	FIFA/EN ISO 20105-A02	
Wear Tolerance (100,000 wear cycles) provide photo.		

Property	Test	Value New	Value after Lisport (20,200) & UV (3000 hrs)
Tuft bind Pull-out, without infill material.	ASTM 1335 or ISO 4919		
Impact attenuation	ASTM 1936		
Shock Absorption	FIFA 04 & 09		
Vertical Deformation (foot stability)	FIFA 05 & 09		
Rotational Resistance (traction)	FIFA 06 & 09		
Linear Friction – Slide	FIFA 07		
Skin Abrasion (dry & wet)	FIFA 08		
Vertical Ball Rebound	FIFA 01 & 09		
Angled Ball Behavior	FIFA 02		
Water Permeability	ASTM F1551		

2. Boxed sample of turf with infill.
3. Synthetic Turf Rag Sample: 12 inches by 12 inches, Grass colors, and striping colors.
4. Third party insurance policy
5. Turf manufacture's non-pro-rated 8 year warranty.
6. Contractor Qualifications.
7. Installer Qualifications.
8. Turf Manufacturer's Qualifications, including but not limited to fiber source, tufting, coating, etc.
9. Vendor relationship with turf/fiber producer (as applicable)

10. Turf and Infill Removal Strategy (narrative).
 11. Schedule/Project Approach (narrative).
 12. Turf Manufacturer current/recent lawsuits disclosure narrative.
 13. Turf Manufacturer Ownership Stability narrative.
 14. Product Data: For each product specified. Include details of construction relative to materials, dimension of individual components.
 15. Maintenance Manual.
 16. CLIENT REFERENCES. Provide a list of facility operators that have a working knowledge of the proposed product in terms of installation and maintenance.
- B. Samples: Provide samples of the following components (after award of bid):
1. Striping: 6 inch minimum.
 2. Sewn Seams: 6 inches minimum.
 3. Drainage Aggregate Mixture: 1 quart of each size.
 4. Infill Material: 1 quart each.
- C. Quality Assurance Information:
1. Turf Installer Certificates: Signed by manufacturer certifying that installers comply with specified requirements.
 - a. Provide a list of a minimum of ten existing installations, completed over the past five years, including contact information, including telephone number, for the owner's representative for each project.
- D. Product Test Reports: Based on evaluation of tests performed by manufacturer and witnessed by a qualified independent testing agency, indicate compliance of surfacing material with requirements based on comprehensive testing of current systems.
- E. Shop Drawings: Show detail of installation, including plans, sections, and interfaces with existing construction.
1. Provide details of all edge conditions for playing surface.
 2. Provide dimensioned seaming plan.
 3. Provide striping plan. Plan to comply with drawings.
- F. Maintenance Instructions: Submit to the Owner three copies of manufacturer's printed instructions for maintenance of installed work, including methods and frequency recommended for maintaining optimum condition under anticipated use conditions. Include precautions against all materials and methods that may be detrimental to finishes and performance.
1. The turf installer/supplier shall provide on-site maintenance training for the Owner's maintenance personnel on how to maintain the field properly for the amount of time as required to fully demonstrate proper field maintenance.
- G. Grade Verification: Turf installer will string line finished gravel with Owner and Landscape Architect prior to turf installation. Visual inspection and infill depth verification will be conducted by Owner and Landscape Architect after turf installation.
- H. Prior to the beginning of installation, the manufacturer/installer of the synthetic turf shall inspect the aggregate surface course and supply a Certificate of Acceptance for the purpose of obtaining manufacturer's warranty for the finished synthetic playing surface.
- I. Environmental: Provide third party material testing confirming that turf and infill rubber meets or exceeds Federal requirements for consumer products safety.

1.6 WARRANTY

- A. General Warranty: The special warranty specified in this Article shall not deprive the Owner or other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the Contract Documents.
- B. Turf Warranty: Submit written warranty/warranties, executed by the manufacturer and installer agreeing to repair or replace components of synthetic surfacing that fail in materials or

workmanship within the specified warranty period. Failures include, but are not limited to, the following:

1. Premature wear and tear.
2. Seam failure, including delamination, raveling, and separation.
3. Degradation of fiber or backing resulting in excessive “shedding” and/or discoloration to the extent that the playing surface is no longer serviceable to maintain, playable, and safe for all levels of participants. Acceptable levels to be remaining and the end of the warranty period are as follows:
 - a. Tensile strength: 80% of original strength
 - b. Color Fastness: 85% of original color.
 - c. Tuft Bind: 7.2 lbs.
 - d. Percolation: 15”/Hr.
4. G_{max} exceeding 165 (as determined by an independent testing agent), in any single location.

C. Warranty Period: 8 years from date of Substantial Completion.

1. Conditions: Contractor shall perform yearly inspections including G_{max} testing throughout the warranty period.
2. Warranty will be non pro-rated. Failure in any location on the field at any time during the warranty period shall be cause for the entire field to be replaced or an amount to be determined by the Owner.

1.7 QUALITY ASSURANCE

A. Manufacturer Qualifications: A firm that complies with the following requirements and is experienced in manufacturing synthetic playing surface materials similar to those indicated for this Project and with a record of successful in-service performance.

1. Assumes responsibility for engineering synthetic playing surface components to comply with performance requirements. This responsibility includes preparation of Shop Drawings and comprehensive analysis by a qualified professional engineer.
2. Has provided synthetic playing surface components for at least 30 athletic fields at the high school level or higher.
3. Has sufficient production capacity to produce required materials without delaying the Work.
4. Turf has been produced by same manufacturer since inception of turf line.
5. Monofilament fiber yarns must be produced from C6 or C8 Ethylene Copolymers.

B. Installer Qualifications: Engage an experienced installer to perform work of this Section who, in the past 5 years, has installed at least 30 synthetic playing field systems similar to that required for this Project and who is acceptable to manufacturer.

1. Installer shall provide a 24-hour call back for warranty work and 48-hours for site visit and/or commencement of warranty repairs.

C. Re-Used infill Materials: If the infill extracted from fields is planned to be re-used, a sample of each 500 tons of material shall be tested for particle size compatibility with new infill. If alternative infill (EPDM) is used, harvested rubber from the existing turf shall not be used in the new turf.

D. Pre-Installation Conference: Conduct conference at the job site for coordination of schedule, access, procedures and security with the Owner, Architect, Contractor and other related subcontractors.

- 1.8 TURF AND INFILL REMOVAL STRATEGY:** Provide a description in narrative for that addresses how the infill may or may not be extracted, plans for re-use/disposal, method of turf removal and strategy to re-use/re-cycle/dispose of the turf components.
- 1.9 VENDOR RELATIONSHIP WITH TURF PRODUCER:** Describe in narrative form, the relationship of the turf vendor with the turf manufacturer, including but not limited to length of relationship, source of fiber, extent of out-sourcing of fiber purchase, tufting, coating, etc.
- 1.10 SCHEDULE:** Two schedules (one base bid and one alternate bid) are provided in this section that offer different phasing of work. The base bid requires demolition and installation of each phase (6 fields) to occur within a +/- 2 month time frame. Alternate schedule/pricing will be evaluated by the Owner for operational schedules that may be affected due to the alternative schedules proposed.
1. Contractor shall submit a narrative explanation describing safeguards and guarantees that the schedules proposed can be met. Discussion should include but not limited to safeguards utilizing rental equipment if equipment breaks down, assurances that the turf will be produced, tested and shipped on a timely basis, etc.

PART 2 - PRODUCTS

2.1 TURF

- A. Turf (Field Green) Product Requirements:
1. Structure: 46 oz. Slit Film/Three dimensional monofilament, blend turf fiber.
 2. Monofilament Fiber Denier: 7,200-10,800 dtex min/max.
 3. Slit Film Fiber Denier: 5,000-8,000 min/max.
 4. Two ends per needle tufting. No A/B patterns. (A/B patterns are allowed if tuft gauge is 1/4 inch)
 5. Yarn Thickness: Minimum 210 microns. (monofilament)
 6. Yarn Thickness: Minimum 100 microns. (slit film)
 7. Yarn Tensile Strength: 135 N minimum.
 8. Tuft Gauge: 1/4-inch minimum, 1/2" maximum.
 9. Pile Height: 2-1/4 inches.
 10. Primary Backing: Two part composite, comprised of both woven and non-woven components.
 11. Primary Backing Weight: 8 oz/square yard minimum.
 12. Primary Backing Dimensional Stability: 47.10 N/square meter.
 13. Secondary Backing Coating: polyurethane, or proprietary drain through.
 14. Secondary Backing Coating Weight: 22 oz/square yard minimum.
 15. Backing Tear Strength: Grab Tear Strength (X-Y) >250-400 lb.
 16. Drainage through Turf: Holes (4" O.C. min.)
 17. Minimum of 20" per hour with infill in place.
 18. Tuft Bind Pull-out without infill: 10 lbs. or 30N
 19. Lead Content: below 100 ppm.

2.2 SYSTEM COMPONENTS

- A. Fiber: Base Bid: Monofilament polyethylene fibers, and Slit Film fibers with proprietary (per manufacturer) blade shape for improved dimensional memory that resists matting, tufted into a permeable multiple-layered primary backing with a secondary backing.
1. Surfacing material shall have qualities including, but not limited to, the following:
 - a. Resistance to insect, vermin, rot, mildew, fungus growth.
 - b. Non-toxic components.
 - c. Traction with conventional athletic shoes, without cleats.
 - d. Stabilized to resist the effects of ultraviolet degradation.

- B. Carpet rolls shall be 15' wide rolls.
 - 1. Rolls shall be long enough to go from sideline to sideline without splicing.
 - 2. Lines shall be 5" wide and tufted into each roll.

- C. Infill materials shall be approved by the manufacturer.
 - 1. Sand (10%):
 - a. Siliceous (95%) washed and dried.
 - b. Round grain shape.
 - c. Size: 0.5-1.8 mm.
 - 2. Rubber (90%):
 - a. Provide 100 percent ambient SBR ground rubber pellets.
 - b. No evidence of metal fragments.
 - c. Size: 0.5-2.0 mm. (1% less than 0.5 mm).
 - 3. Fine Tuning material:
 - a. Provide additional sand and/or rubber to achieve playing characteristics suitable to Owner and Field Architect.
 - 4. **RE-USE OF RUBBER INFILL:**
 - a. Testing: Re-use the existing rubber that is removed from the existing playing field will be allowed to be re-used pending testing from a qualified testing lab to conduct a Hardness Test, and particle size analysis. Results of the report shall be submitted to the Owner with an interpretation form the lab concerning longevity of the rubber.
 - b. Cleaning: Existing rubber to be re-used shall be clean of all fiber, dust and debris.
 - c. Amount of rubber: Contractor will be allowed to use no more than 2 lbs./SF of re-used rubber in new field. The balance of the rubber shall be new.
 - 1) If the alternate for new EPDM rubber is accepted, no existing rubber will be allowed to be re-used in the new field.
 - d. Alternate Pricing: Provide an alternate deduct for each pound of rubber that is re-used in the new fields.

- D. Seams:
 - 1. All seams between rolls of turf are to be sewn. Thread for sewing seams of turf shall be as recommended by the synthetic turf manufacturer.
 - 2. Adhesive shall be Nordot Outdoor Adhesive as appropriate for backing and temperature or approved equal.

2.3 SPECIAL MAINTENANCE EQUIPMENT

- A. General: Owner currently owns and regularly uses a Redexim "Verti-Top" grooming equipment. Provide statement that warranty for turf supplied for this project will remain in force with the use of this equipment.

2.4 FIELD MARKINGS

- A. General: Field markings shall be as indicated on the Drawings.
- B. Markings, including perimeter lines shall be tufted into the playing surface using polypropylene fibers.
 - 1. Colors:
 - a. Stadium Field:
 - 1) Soccer – White
 - 2. Width: 5 inches.

2.5 QUALITY CONTROL IN MANUFACTURING

- A. A certified coating inspector employed by the turf manufacturer shall be on site at all times to ensure that the coating is applied properly.
- B. The manufacturer shall own and operate its own manufacturing plant in North America.
- C. The manufacturer shall have full-time certified in-house inspectors at their manufacturing plant that are experts with industry standards.
- D. The manufacturer's full-time in-house certified inspectors shall perform pre-tufting fiber testing on tensile strength, elongation, tenacity, denier, shrinkage, and twist i.e., turns per inch, upon receipt of fiber spools from fiber manufacturer.
- E. Primary backing shall be inspected by the manufacturer's full-time certified in-house inspectors before tufting begins.
- F. The manufacturer's full-time in-house certified inspectors shall verify "pick count" yarn density in relation to the backing, to ensure the accurate amount of face yarn per square inch.
- G. The manufacturer's full-time, in-house, certified inspectors shall perform turf inspections at all levels of production including during the tufting process and at the final stages before the turf is loaded onto the truck for delivery.
- H. The manufacturer shall have its own, in-house laboratory where samples of turf are retained and analyzed, based on standard industry tests, performed by full-time, in-house, certified inspectors.

2.6 SUSTAINABILITY STRATEGY (with bid)

- A. Provide a description of construction methods designed to minimize waste during the construction process.
- B. Provide a description of recycle/re-use strategy for the turf that is removed. Include a description of all cost responsibilities by turf company/contractor/owner. (A preference will be given to strategies that minimize products going to land-fills.)
- C. Provide a description of the recycle/re-use strategy for the end of the life cycle of the turf being installed. (A preference will be given to 100% recyclable turf)

PART 3 - EXECUTION

3.1 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, relative to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
- B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.
 - 1. Establish benchmarks and control points to set lines and levels as necessary to locate each element of Project.
 - 2. Establish dimensions within tolerance indicated. Do not scale Drawings to obtain required dimensions.
 - 3. Inform installers of lines and levels to which they must comply.
 - 4. Check the location and level of every major element as the Work progresses.
 - 5. Notify Architect when deviations from required lines and level exceed allowable tolerance.
 - 6. Close site surveys with an error closure equal to or less than the standard established by authorities having jurisdiction.
- C. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and

duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

3.2 SYNTHETIC TURF INSTALLATION

- A. Examine substrates, areas, and conditions where playing surface will be installed, with Installer present, for compliance with requirements for conditions affecting performance of installed playing surface.
 - 1. Verify that substrates for placing playing surface are dry, clean and well-compacted.
 - 2. Verify that installation of grounds, anchors, recessed frames and covers, electrical and mechanical units of work, and similar items located under playing surface has been completed before installing drainage tile.
 - 3. Verify that irregularities in substrates will not adversely affect installed playing surface.
 - 4. Verify ambient temperatures are in compliance with manufacturer's recommendations for installation.
- B. Do not proceed with installation until unsatisfactory conditions have been corrected.
- C. Over subgrade and filter fabric, install synthetic turf in accordance with manufacturer's written instructions. Seams shall be sewn with thread specifically made for the turf materials according to manufacturer's recommendations for installation. Glued seams are unacceptable.
- D. Fasten synthetic turf to 1-1/2-inch nailer around perimeter of field with corrosion-resistant mechanical anchors (staples), per manufacturer's recommendations.
- E. Designs, markings, layouts, and materials shall conform to all currently applicable National Collegiate Athletic Association rules, and/or other rules or standards that may apply to this type of synthetic grass installation. Designs, markings and layouts shall first be approved by the Architect or Owner in the form of final shop drawings. All markings will be installation full compliance with final shop drawings.
- F. Carpet rolls shall be installed directly over the properly prepared aggregate base. Extreme care shall be taken to avoid disturbing the aggregate base, both in regard to compaction and planarity.
 - 1. Repair and properly compact any disturbed areas of the aggregate base as recommended by manufacturer
 - 2. Full width rolls shall be laid out across the field.
 - 3. Turf shall be of sufficient length to permit full cross-field installation from sideline to sideline.
 - 4. No head or cross seams will be allowed in the main playing area between the sidelines.
 - 5. Each roll shall be attached to the next roll utilizing standard state-of-the- art sewing procedures.
 - 6. When all of the rolls of the playing surface have been installed, the sideline areas shall be installed at right angles to the playing Field.
 - 7. Artificial turf panel seams shall be sewn. Seams secured by other means including gluing are unacceptable.
 - 8. Minimum gluing will only be permitted to repair problem areas, corner completions, or as required by the specifications.
 - 9. All seams shall be sewn using top or butt stitches and polyester thread or, in the case of seams that are impossible to sew, adhered using seaming tape and high grade adhesive (per the manufacturer's standard procedures).
 - 10. Seams shall be flat, tight, and permanent with no separation or fraying.

3.3 FIELD QUALITY CONTROL

- A. Testing Agency: Contractor shall engage a qualified independent testing agency to perform field quality-control testing.
- B. Testing agency shall inspect and test the following:
 - 1. Surface performance requirements.
 - 2. Surface impact and shock absorbency according to ASTM F 1936 and ASTM F 355.

- C. Proceed with subsequent work only after test results for previously completed work comply with requirements.

3.4 TURF QUALITY CONTROL TESTING

- A. Prior to delivery of turf rolls to site, remove 1 square foot sample from every one of ten rolls, document roll that sample came from and where roll is placed in the field and send to an independent testing laboratory to test for physical properties of turf fiber and fabric (weights, lengths, thickness, material type, turf pull out).
- B. Submit results to Architect prior to shipping materials to site. Shipping prior to test result verification is at the turf manufacturer's risk. In no event shall turf be installed on field prior to verification of test results.

C. WARRANTY MAINTENANCE

- D. As a condition of the warranty, Contractor shall review the condition of the playing surface on a yearly basis, with G_{max} testing annually through the warranty period. Contractor shall also evaluate Owner's maintenance protocols and make any recommendations in writing.
- E. Testing Agency: Contractor shall engage a qualified independent testing and inspecting agency to perform tests and inspections throughout the duration of the warranty, and to prepare test reports, to ensure satisfactory performance.

3.5 G-MAX TESTING:

- A. At Substantial Completion, hire an independent testing agency to perform G-Max test (ASTM 355, 1936 method) to verify that the shock attenuation properties of the field meet the requirements set forth in this specification. Submit three copies to the Owner.
- B. At the time of Substantial Completion, no readings shall exceed 135. The maximum G-Max shall not exceed 165 through the life of the warranty.
- C. The Owner reserves the right to have the field tested at its own cost at anytime. If at anytime the G-Max reaches unacceptable levels, it is the responsibility of the turf contractor to bring the field back into the required ranges at no cost to the Owner.

3.6 MAINTENANCE INSTRUCTIONS AND TRAINING

- A. Submit three copies of manufacturer's printed instructions for maintenance of installed work, including methods and frequency recommended for maintaining optimum condition under anticipated use conditions. Include precautions against all materials and methods that may be detrimental to finishes and performance.
- B. Turf installer/supplier shall provide on-site maintenance training for the Owner's maintenance personnel on how to maintain the field properly.

3.7 RECORD DRAWINGS: Provide as-constructed drawings illustrating locations and depths of all drainage pipe, conduit, etc.

3.8 MATERIAL LEAVE BEHIND:

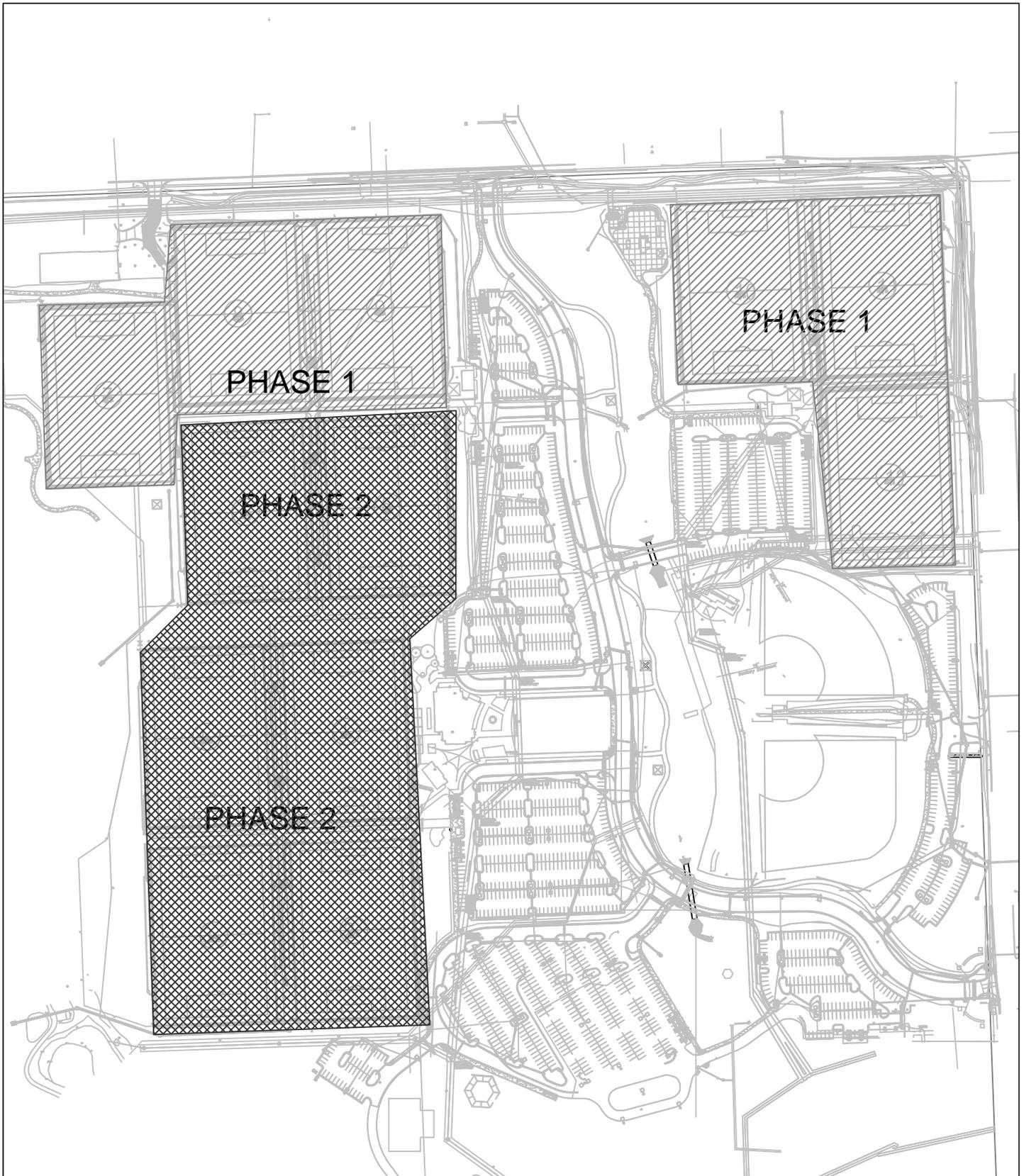
- A. One super sack of crumb rubber.
- B. 2 tons of infill sand.
- C. 50 LF each striping color.
- D. 15' x 60' piece of each color of green turf.
- E. 100 LF seam tape.
- F. 1 pail of adhesive.

3.9 CLEANING AND PROTECTING

- A. Cleaning: Upon completion of installation, clean all playing surfaces so they are free of foreign matter.

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- B. Provide final protection and maintain conditions in a manner acceptable to manufacturer and installer that ensure playing surface is without damage or deterioration at the time of Substantial Completion.
- C. **END OF SECTION 32 2200**



OVERLAND PARK SOCCER COMPLEX

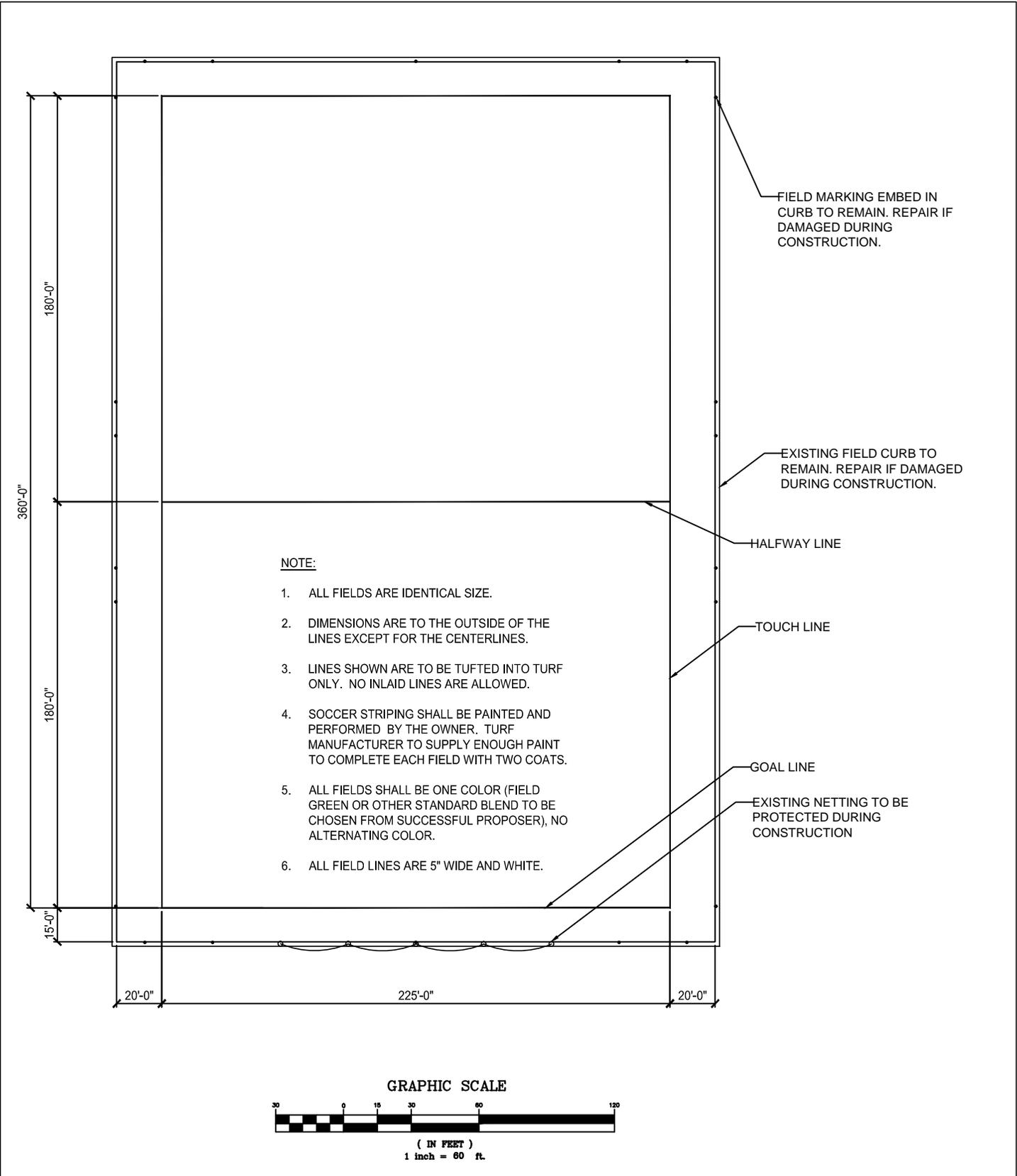
PHASING PLAN

VSR DESIGN

DRAWING NO.:

SP2.0

DATE: 10.08.16



OVERLAND PARK SOCCER COMPLEX

FIELD STRIPING PLAN

VSR DESIGN

DRAWING NO.:

SP1.0

DATE: 10.06.16