PREPARED BY NICK STAIB, PLA

LK ARCHITECTURE

SEDGWICK COUNTY, KANSAS

Sedgwick County Courthouse Perimeter Security Project Manual

BID DOCUMENTS

Project Number: 22175.07

County Bid Number: 26-0098

November 2026

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SEDGWICK COUNTY COURTHOUSE PERIMETER SECURITY

November 2026

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SEDGWICK COUNTY COURTHOUSE
PERIMETER SECURITY

INVITATION FOR BIDS

PROJECT: Sedgwick County Courthouse
Perimeter Security
535 N. Main
Wichita, KS 67203

COUNTY BID NUMBER **26-0098**

PRE-BID MEETING:
A pre-bid meeting will be held on site. Bidders are to meet at Main Courthouse First Floor Lobby, 535 N. Main, Wichita, KS beginning at 10:30 a.m. CDT on Tuesday, November 10, 2026

Attendance is not mandatory; however, this will be the only time to meet directly with County staff and the architect to answer questions concerning this project. General contractors are encouraged to have their subcontractors attend this meeting to view the site conditions.
Bidders are encouraged to examine bidding documents as early as possible. In order to ensure each bidder has the most current information for bidding there is an established date and time for last questions to be asked. Bidders requiring clarification or interpretation of the Bidding Documents shall make such requests, in writing only, to Ms. Lee Barrier, Purchasing Agent, at Lee.Barrier@sedgwick.gov no later than **5:00 pm CDT Friday, November 20, 2026**

RESPONSES TO INVITATION FOR BID:
PLEASE NOTE ADDRESS CHANGE FOR PURCHASING DEPARTMENT.
Responses will be received by the Sedgwick County Purchasing Department, located at **100 N. Broadway , Suite 610 Finance Conference Room**, Wichita, Kansas 67202, until **1:45 p.m. CDT on Tuesday, December 1, 2026.** Late Bids will not be accepted and will not be considered for award recommendation.

Purchasing is now offering the option of electronic bid submission.
Should you elect to participate, please email the entire document with supplementary materials to:

Purchasing@sedgwick.gov

Again, submittals are due **NO LATER THAN 1:45 pm on Tuesday, December 1, 2026.** If there is any difficulty submitting a response electronically, please contact the Purchasing Technicians at Purchasing@sedgwick.gov for assistance. Late or incomplete responses will not be accepted and will not receive consideration for final award.

If you choose to send a hard copy of your bid, Sedgwick County will not accept submissions that arrive late due to the fault of the U.S. Postal Service, United Parcel Service, DHL, FedEx, or any other delivery/courier service.

BID RESPONSES WILL BE OPENED AT: 3:00p.m. on Tuesday, December 1, 2026.
This meeting will be held in the Finance Department, 100 N. Broadway, Suite 610, Wichita, Kansas, 67202. All interested parties are invited to attend this meeting, as bids/responses will be received, publicly opened and read aloud or you may listen in as the bids/responses are read into the record. If you would like to listen in, please dial our Meet Me line @ (316) 660-7271 at 2:00 pm.

After review and appropriate approval, a contract will be awarded to the lowest responsive, responsible and best bidder meeting specifications and appropriately licensed to do the specified work outlined in these documents.

SEDGWICK COUNTY COURTHOUSE
PERIMETER SECURITY

Plans and specifications are available in electronic form only and may be downloaded by clicking the following link, Sedgwick County Construction Projects. Company information will be collected to generate a plan holder's list which will be updated weekly and available at the Sedgwick County Courthouse Upper Floors Remodel section of the current RFP/RFQ page. Plans are available for **viewing only** in the County Clerk's office, 100 N. Broadway, Wichita, Kansas 67202.

There will be **NO** Bid Document Deposit for this set of Documents.

A RECOMMENDATION FOR CONTRACT AWARD:
will be made to the Board of Bids and Contracts at its regular meeting **at 10:00 a.m. CDT on Thursday, December 10, 2026.** generally held in the County Commission Meeting Room located at **100 N. Broadway**, Wichita, Kansas, 67202, although this date or location could change.

CONTRACT AWARD:
Board of County Commissioners will consider award on Wednesday, December 16, 2026**, although this date could change.**

PROJECT SCOPE:
Perimeter Security Installation at East side of Main Courthouse.
535 N. Main, Wichita, KS 67203

BIDDING DOCUMENTS:

1. Complete sets of Bidding Documents shall be used in preparing Bids.
2. Neither the Owner nor the Architect/Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
3. The Owner or Architect/Engineer, in making copies of the Bidding Documents available, do so only for the purpose of obtaining Bids on the work and do not confer a license or grant for any other use.
4. Bids shall include furnishing all labor, materials, equipment and performing the work for the above-described Project in strict accordance with the Bidding Documents and any Addenda.

DURING BIDDING PERIOD:
Inquiries regarding Bid Documents, Bid/Selection process or any requests for information about this specific project shall be directed in writing only to:

Ms. Lee Barrier, Purchasing Agent
100 N. Broadway, Suite 610
Wichita, Kansas 67202
Telephone: (316) 660-7150 Fax: (316) 660-1839
E-mail: Lee.Barrier**@sedgwick.gov**

All contact concerning this solicitation shall be made through the Purchasing Department.
Bidders shall not contact county employees, department heads, using agencies, evaluation committee members or elected officials with questions or any other concerns about the solicitation. Questions, clarifications and concerns shall be submitted to the Purchasing Department **in writing**. Failure to comply with these guidelines may disqualify the Bidder's response.

SEDGWICK COUNTY COURTHOUSE
PERIMETER SECURITY

OWNER'S REPRESENTATION:

Owner's Representative for the duration of the Project:

Paul Cavanaugh, Project Services Manager
271 W. 3rd Street, Suite 323
Wichita, Kansas 67202
Telephone: (316) 660-9080 Fax: (316) 383-7509
E-mail: paul.cavanaugh@sedgwick.gov

Architect's Representative:

Nick Staib, PLA, ASLA
LK Architecture
100 N. Broadway, Ste 800
Wichita, Kansas 67202
Telephone: (316) 268-0230
E-mail: nstaib@lk-architecture.com

BIDDER'S REPRESENTATION:

In order to induce the Owner to accept their Bid, in addition to and not in lieu of any other representations and warranties contained in the Bidding Documents, the Bidder represents and warrants the following to the Owner:

1. The Bidder and their subcontractors are financially solvent and possess sufficient working capital to complete the work, and perform all obligations hereunder.
2. The Bidder is able to provide the plant, tools, materials, supplies, equipment, and labor required to complete the work and perform the Bidder's obligations hereunder.
3. The Bidder will be authorized to do business in the State of Kansas, and will be properly licensed to do this work.
4. The Bid and execution of the Bidding Documents and the Bidder's performance thereunder are within the Bidder's duly authorized powers.
5. The Bidder has made an exhaustive study of the Bidding Documents; understands the terms and provisions thereof; and has sought or will timely seek any and all necessary clarifications prior to submitting the Bid; and that the Bid is made in accordance with the foregoing.
6. The Bidder has visited the Project and is completely familiar with the local and special conditions under which the work is to be performed and has correlated such knowledge with the requirements of the Bidding Documents.
7. The Bid is based upon the approved materials, systems and equipment described in the Bidding Documents without exception, including all warranties, coordination and components required to perform the work.
8. The Bidder certifies that their Bid is submitted without collusion, fraud, or misrepresentation as to other Bidders, so that all Bids for the Project result from a free, open and competitive bidding environment.
9. The Bidder possesses a high level of experience and expertise in the business administration, management, and superintendence of projects of the size, complexity and nature of this particular Project, and that the Bidder will work with the care, skill and diligence of such a contractor.
10. The Bidder acknowledges that the Owner is relying upon this Bidder's skill and experience in connection with the work being bid herein.
11. That complete sets of Bidding Documents were used in the preparation of the Bid and that neither the Owner nor the Architect is responsible for errors or misinterpretations resulting from the use of incomplete sets of such Documents.

The foregoing warranties are in addition to, and not in lieu of (A) any and all other liability imposed upon the Contractor by law with respect to the Contractor's duties, obligations and performance of the work and (B) any and all other warranties, representations and certifications made in the Bidding Documents. The Contractor's liability hereunder shall survive the Owner's final acceptance of and payment for the work. All representations and warranties set forth herein and in the Contract Documents shall survive the final completion of the work or the earlier termination of this Agreement.

Bid Guarantee:

1. Bid Security is required in the amount of at least 5% of the bid plus all additional alternates. In case of multiple prices in a bid or alternate, write for the maximum possible contract amount.
2. Bid Security can be in the form of a certified or Cashier's Check or Bid Bond acceptable to Sedgwick County. Checks are to be made payable to the Sedgwick County Clerk and drawn on a solvent Kansas bank or trust company. These checks or bonds will be retained by Sedgwick County until the purchase contract has been awarded.
3. Bid Bonds shall be written by a bonding agency approved by the United States Treasury Department and licensed to do business in the State of Kansas.
4. Bid Bonds shall be submitted on AIA Document A310, latest edition, as issued and approved by the American Institute of Architects.
5. Bid Security will be retained by the Sedgwick County Clerk until the Contract for the Project has been completed and is a guarantee that if awarded the Contract, the Bidder will enter into a contract and give bonds as required. In the event the successful Bidder fails to consummate a signed Contract, through no fault of the Owner, Bid Security shall be retained by the Owner as liquidated damages and not as a penalty.
6. Sedgwick County reserves the right to retain the Bid Security of the three (3) lowest Bidders until the successful Bidder has entered into a Contract or until 60 days after Bid opening, whichever is the shorter. All other Bid Securities will be returned as soon as practicable.

Sedgwick County is desirous of allowing as many Kansas vendors as possible the opportunity to participate, including minority owned, woman owned and small businesses, in the roles of general contractors and subcontractors. If your company does not fall into either of these categories, your efforts to contract with vendors who fall in these categories are appreciated.

General Contractor will be required to maintain a subcontractor worksheet throughout the project and will submit the worksheet to County staff at anytime requested but shall submit the worksheet at the completion of project.

END OF INVITATION FOR BIDS

SEDGWICK COUNTY COURTHOUSE
PERIMETER SECURITY

INSTRUCTIONS TO BIDDERS

PROJECT: **Sedgwick County Courthouse Perimeter Security**
535 N. Main
Wichita, KS, 67203

COUNTY BID NUMBER: **26-0098**

ARCHITECT: Nick Staib, PLA, ASLA
LK Architecture
100 N. Broadway, Ste 800
Wichita, Kansas 67202
Telephone: (316) 268-0230
E-mail: nstaib@lk-architecture.com

Bids shall be made in accordance with these Instructions to Bidders:

A. Responses to this invitation will be accepted only from General Contractors who are licensed to do business in Sedgwick County.

B. Applications will also be accepted from General Contractors who have applied to receive a reciprocal license.

C. A copy of General Contractor's Certificate of Insurance will be required to be submitted with the Bid at the time the bids are due. Insurance policy will be due from the successful contractor as part of the required documents prior to issuance of the notice to proceed.

D. Bidding Documents shall include the Invitation for Bids, Bid Form, construction drawings, proposed Contract Documents, including any Addenda issued prior to receipt of Bids, supplemental information and any additional information requested.

E. Bids must be on a lump sum basis and shall be the Contract Amount.

F. Bidder Qualifications: For the duration of the project, all Prime Bidders shall be located within Sedgwick County, Kansas or establish an office in Sedgwick County, Kansas, and may be required by the Owner to furnish information to support the Bidder's capability to fulfill the Contract if awarded the Contract. Such information does not need to be submitted with the Bid, but may be requested at the Owner's option. Such information may include, but not be limited to, the following:

1. Proof of registration with the Kansas Director of Taxation by non-resident Bidders (K.S.A. 79-1009).
2. Proof of registration with the Kansas Secretary of State by foreign corporations.
3. List of projects of similar size and type the Bidder has constructed or in which the Bidder has been engaged in a responsible capacity.
4. Evidence the Bidder maintains a permanent place of business.
5. A current financial statement.

Examination:

1. BEFORE SUBMITTING A BID, each Bidder shall examine carefully all documents pertaining to the work and visit the site to fully inform himself of the condition of the site and the conditions and limitations under which the work is to be performed.

2. SUBMISSION OF A BID will be considered presumptive evidence that the Bidder has fully informed himself of the conditions of the site, requirements of the Contract Documents, and of

pertinent national, state and local codes and ordinances, and that the Bid made allowances for all conditions, requirements and contingencies.

3. In reviewing these Documents, it is evident that certain information, if disclosed to the public, may jeopardize the security of Sedgwick County, and appropriate measures will be taken to maintain confidentiality.

4. In order to ensure each bidder has the most current information for bidding there is an established date and time for last questions to be asked. Bidders requiring clarification or interpretation of the Bidding Documents shall make such requests, in writing only, to the Purchasing Agent no later than 5:00 p.m. CDT on Thursday, November 10, 2026.

5. Samples shall be submitted by the above referenced deadline to permit evaluation and notification of Bidders.

6. Any interpretation, correction or change of the Bidding Documents will be made by written Addenda. 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.

Addenda:

1. DISCREPANCIES OR OMISSIONS in the documents will be clarified in the form of an electronic Addendum and will be posted on the County web site. Bidders finding discrepancies, omissions, or who are in doubt as to the meaning of any portion of the Contract Documents, should immediately request an interpretation from the Senior Purchasing Agent. In response, an Addendum will be issued and the contractor shall rely solely on information contained in the written Addenda about said discrepancy or omission. **Neither the Architect nor the Owner will be responsible for any other form of instructions or interpretations given to the contractor, either verbal or written.**

2. ADDENDA received by Bidders shall be acknowledged by same on their Bid Form.

Substitutions:

1. Each Bidder represents that their Bid is based upon materials and equipment described in the Bidding Documents.

2. No substitution will be considered unless written request has been submitted to the Purchasing Agent and the Architect, in duplicate, for approval by **5:00 p.m. CDT on** Thursday, November 10, 2026. Each such request shall include a complete description of the proposed substitute, drawings, cuts, performance or test data, or information necessary for a complete evaluation. If the Architect approves any proposed substitution, such approval will be set forth in an Addendum.

Preparation of Bids:

1. BIDS shall be made on unaltered Bid Forms furnished by the County, or detached from this Project Manual.

2. FILL IN all blanks on the Bid Form with ink or type. Blanks left on Bid Form may be cause for disqualification of Bidder.

3. SIGN BID FORM in longhand, with name typed below signature. Where Bidder is a Corporation, Bids must be signed with the legal name of the Corporation, followed by the legal signature of an officer authorized to bind the Corporation to a contract.

4. RECAPITULATION of work to be done shall not be included with any Bid.

5. Where so indicated by the makeup of the Bid Form, amounts shall be expressed in both words and figures, and in case of discrepancy between the two, the written amount shall govern.

Identification and Submission of Bid:

1. Contractor shall provide one (1) Original of the Bid Response Form, Bid Security and other supplemental information required to be submitted with the Bid.

2. All of the Bid Documents shall be enclosed in a sealed envelope with the notation “Bid Enclosed” on the face. The firm name and address, Bid number, Bid opening date, and Bid opening time shall be provided in the lower left-hand corner of the Envelope.

Modification and Withdrawal of Bid:

1. A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period that a Bidder’s Bid Security is held following the time and date designated for the receipt of Bids. The Bidder so agrees in submitting his Bid.

2. WITHDRAWAL BEFORE BID OPENING: A Bid may be withdrawn at any time before Bid Opening, but may not be resubmitted. If a bidder withdraws a bid, as authorized in K.S.A. 75-6905, the awarding authority may require that such bidder shall not be allowed to perform any work on the project through subcontract agreements or by any other means including re-bids.

3. AFTER BID OPENING: No Bid may be withdrawn or modified, except where the award of contract has been delayed for more than 60 days.

In the event of an Award, the lowest, responsive, responsible and best bid price meeting the specifications will be required to enter into contract required for the Project. Said Bidder shall also provide a Performance Bond for the full amount of the contract. The Performance Bond, in the amount of 100% of the Contract amount, must be submitted within 30 calendar days after award of contract. Failure to return these Documents within the required time period may cause a cancellation of the Award.

Consideration of Bids/Selection Process:

1. Bids received will be opened and read aloud publicly.

2. Owner shall have the right to determine the acceptable Bidder on the basis of the sum of the Base Bid and the Alternates accepted.

3. The Owner will award a contract to the lowest, responsive, responsible and best Bidder provided:

    a. The Bid conforms to and has been submitted according to the requirements of the Bidding Documents and includes the Certificate of Insurance including Contractor’s General Automotive Liability, Workers Compensation Insurance and Owner’s Liability Insurance.

    b. The Bid is judged to be reasonable.

    c. The Bid does not exceed the funds available.

    d. The Bid complies with the Instruction to Bidders and Mandatory Requirements.

    e. The completion time is satisfactory to the Owner.

f. Evidence of the experience, qualifications and financial responsibility of the Bidder and his Subcontractors and the time of completion are all satisfactory to the Owner.

g. The County reserves the right to reject Bidders in accordance with the Bidding Documents.

4. Bids will be screened by a Review Committee consisting of the Project Manager, Architect and the Purchasing Agent.

5. No negotiations, decisions, or actions shall be initiated by any firm as a result of any verbal discussion with the Owner or employee of the Owner before the opening of responses to the document.

6. The Owner shall have the right to waive any informality and/or irregularity in any Bid received.

7. The Owner shall have the right to reject any and all Bids.

Time for Completion and Liquidated Damages:

All Bidders are required to state on the Bid Form the time needed for all work under the general contract to be completed, which would yield their best Bid. Unless otherwise required, this time frame shall be stated in calendar days and shall represent the Contractor's commitment to complete the project on schedule.

The contractual period will begin with the issuance of Notice to Proceed and continue through completion of the project.

The Agreement will include a stipulation that liquidated damages will be assessed in the amount of $500.00 per calendar day after Completion Date that the work is not substantially complete.

Upon satisfactory completion of the Contract, a formal CERTIFICATE OF PROJECT COMPLETION will be forwarded to the Contractor by the Project Architect. The date of substantial completion of the Project will be the starting date of the warranty period.

All work shall be in accordance with all Federal and State Laws, Local Ordinances and Building Codes, and the 2010 Standards for Accessible Design.

Taxes: Materials and equipment incorporated in the work are exempt from payment of sales tax under the laws of the State of Kansas.

Project Time Line:

The following dates are provided in addition to those previously stated to help interested contractors in planning participation in the project herein. The dates listed, however, are in no way guaranteed and are subject to change without notice.

Project out for bid – Monday, November 2, 2026.
Pre-bid Meeting – Tuesday, November 10, 2026 at 10:30am CDT
Last questions received – Friday, November 20, 2026 at 5:00pm CDT
Last Addendum Issued – Wednesday , November 25, 2026 at 5:00pmCDT
Bids Due in Purchasing – Tuesday, December 1, 2026 at 1:45pm CDT
Bid Opening – Tuesday, December 1, 2026 at 3:00pm CDT
Board of Bids and Contracts – Thursday, December 10, 2026 at 10:00 a.m. CDT
Board of County Commissioners – Wednesday, December 16, 2026 at 9:00 a.m. CDT

SEDGWICK COUNTY COURTHOUSE
PERIMETER SECURITY

Notice to Proceed:

No work shall commence until the Owner issues a Notice To Proceed, and a Notice To Proceed will not be issued until all of the following are delivered to the Project Services Office, 271 W 3rd St., Suite 325, Wichita, Kansas, 67202, by the selected vendor:

1. The Contract signed by the representative with authority and ability to do so.
2. Performance and Statutory Bonds with the attached powers of attorney. Attach the receipt of the Clerk of the District Court to the Statutory Bond.
3. List of subcontractors and supplier's proof of a valid Contractor's license from the jurisdiction in which the work is being performed for both contractor and applicable sub-contractors is required.
4. Corporate Resolution of authority to sign and deliver the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary and dated before all other dated submittals.
5. Domestic (Kansas) corporations shall furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas, in the form of a Certificate signed by the Kansas Secretary of State.
6. Construction Schedule with major milestones identified.
7. Insurance Certification for Payment.

Such documents must be delivered within ten (10) days of the Owner's written notification to the successful Bidder. If they are not delivered within such time then the Bidder will be deemed to have abandoned its contract with the Owner, and the Owner will award a contract to the next lowest and best Bid.

1. The successful Bidder shall not make claim either for time or money against the Owner for labor or materials performed or delivered prior to issuance of the Notice to Proceed.
2. The County's responsibility to issue a Notice To Proceed is expressly conditioned on the Contractor's timely execution and delivery of such documents.
3. The County intends to issue a Notice To Proceed within 30 days of receipt of Bids.
4. Bidders shall also note that the Work cannot begin until after a State of Kansas Sales Tax Exemption Certificate has been provided by Sedgwick County and affixed to the Purchase Order and the Notice to Proceed.
5. Contractor must submit Insurance Policy.

END OF INSTRUCTIONS TO BIDDERS

SEDGWICK COUNTY COURTHOUSE
PERIMETER SECURITY

BID FORM

BID PROVIDED BY:

_____
(Company Name)

I have received the Bid Documents, Specifications, and Construction Documents, collectively known as the Contract Documents for Construction of the

Sedgwick County Courthouse Perimeter Security

COUNTY BID NUMBER 26-0098

as prepared by the Architect:

Nick Saib, PLA, ASLA
LK Architecture
100 N. Broadway, Ste 800
Wichita, Kansas 67202
Telephone: (316) 268-0230
E-mail: nstaib@lk-architecture.com

In submitting this Bid, I agree:

1. To hold my Bid open for 60 days after the date of this Bid.

2. To enter into and execute a Contract, if awarded on the basis of this Bid, and to proceed in accordance with the requirements of the General Conditions and Contract Form.

3. To provide all labor, materials, equipment, tools of trades and labor, accessories, appliances, warranties and guarantees, and to pay all royalties, fees, permits, licenses and applicable taxes necessary to complete the work in accordance with the proposed Contract Documents.

4. To remove and haul away from the construction site any and all debris arising from this contract and to assume sole liability for all removal, handling, and dumping of debris.

5. To comply with any and all local, state, federal or other governmental laws, rules and regulations with respect to the transportation, disposal, and dumping of debris and other excavated materials and Contractor shall secure any and all necessary permits and approvals incident to said transportation, dumping and disposal.

6. To further agree to indemnify and hold the Owner and Designer harmless from any and all claims and/or damage of any kind whatsoever as a result of the Contractor's performance of this Contract.

7. That attached to this Bid is one copy of the Certificate of Insurance including Contractor's General Automotive Liability, Workers Compensation Insurance and Owner's Liability Insurance.

8. **CALENDAR DAYS:**
   The Undersigned agrees to reach substantial completion of the Work in _____ consecutive calendar days from the date of Notice to Proceed.

   The Undersigned agrees to reach final completion of the Work in _____ consecutive calendar days from the date of Substantial Completion.

Total Calendar Days _____

SEDGWICK COUNTY COURTHOUSE
PERIMETER SECURITY

9. **BID:**

BASE BID

To complete the Base Bid Work, in the time stipulated, in accordance with the Bidding Documents for the lump sum price of:

_____

_____Dollars ($_____).

ALTERNATES:

Alternate No. 1: Remove low wall along sidewalk East of the Courthouse and install berm as indicated on the Drawings.

_____

_____Dollars ($_____).

Alternate 2: Delete limestone blocks at the North entrance as indicated on the Drawings.

_____

_____Dollars ($_____).

10. **ADDENDA:**

The Bidder acknowledges receipt of the following numbered Addenda:

None (__) #1(____) #2(____) #3 (____) #4(____) #5(____)

11. **AGREEMENTS:**

The Undersigned agrees to the following terms and conditions:

a. An incomplete Bid, or other information not requested which is written on this Bid Form, may be cause for rejection.
b. Read the Invitation for Bids and the Instructions to Bidders carefully.
c. The Owner reserves the right to reject any or all Bids and to waive all technicalities should such action be deemed to be in the best interest of the Owner.
d. This Bid may not be withdrawn for a period of 60 calendar days following the receipt and opening.
e. Failure to acknowledge receipt of any Addendum issued may be cause for Bid rejection.
f. In the event that changes to the work are required, the undersigned agrees that ten percent (**10 %**) total between General and Subcontractors of his net costs shall be added thereto for Overhead, Profit and General Requirements (including but not limited to, Insurance and Bonds).

12. **MAJOR SUBCONTRACTORS:**

The Undersigned acknowledges the following named major subcontractors are to be used for their respective division of work. Contractors shall identify by type, any disadvantaged, minority and women-owned businesses used as a subcontractor for this project.

Subcontractor:_____

Address – City, State, Zip: _____

Additional, if necessary:

13. **DECLARATIONS:**
The Undersigned hereby declares he has carefully examined the Drawings and Specifications, has visited the actual location of the work, has satisfied himself as to all conditions and understands that, in signing this Bid Form, he waives all right to plead any misunderstandings regarding same and agrees to be bound by the provisions of said Drawings and Specifications and all statements made therein.

SEDGWICK COUNTY COURTHOUSE
PERIMETER SECURITY

The Undersigned proposes to enter into Contract and to furnish and pay for the specified Bonds and other required Documents within 10 working days after notification of award of Contract.

14. **FIRM IDENTIFYING INFORMATION:**

FIRM NAME _____

CONTACT _____

SIGNATURE _____ TITLE _____

PRINT NAME _____

ADDRESS _____ CITY/STATE _____ ZIP _____

PHONE _____ FAX _____ HOURS _____

COMPANY WEBSITE ADDRESS _____ E-MAIL _____

NUMBER OF LOCATIONS _____ NUMBER OF PERSONS EMPLOYED _____

TYPE OF ORGANIZATION:

Public Corporation ___ Private Corporation ___ Sole Proprietorship ___ Partnership ___ Small Business

General Nature of Business _____

Manufacturer _____ Distributor _____ Retail _____ Dealer _____ Service _____

___Not Minority/Caucasian (00) publicly traded companies and nonprofits are in this category

Minority Owned Business:

___African American (05), ___Asian Pacific (10), ___Subcontinent Asian (15), ___Hispanic (20),

___Native American (25), ___Other (30) - Please specify _____,

___Not Minority/Caucasian – Woman Owned (50), ___African American – Woman Owned (55),

___Asian Pacific – Woman Owned (60), ___Subcontinent Asian – Woman Owned (65), ___Hispanic – Woman Owned (70), ___Native American – Woman Owned (75), ___Other – Woman Owned (80)

Insurance registered in the State of Kansas with a minimum best rating of A-VIII: ____Yes ____No

15. **SIGNATURE AND SEAL:**

DATED THIS _____ DAY OF _____, 2026.

_____
LEGAL NAME OF PERSON, FIRM OR CORPORATION

_____
MAILING ADDRESS OF ABOVE

_____
SIGNATURE

_____
TELEPHONE NUMBER FAX NUMBER

_____
E-MAIL

(Affix Corporate Seal here)

REQUEST FOR BID CONDITIONS

In submitting a response to this Request for Bid, vendors hereby understand the following:

1. Pricing offered in the bid document will be provided to other local governments and governments whom Sedgwick County regularly enters into cooperative agreements.

2. Sedgwick County reserves the right to reject any and/or all bids and responses to these and/or related documents, to accept any item(s) in the bids, to waive any irregularity in the bids, and further if determined to be non-responsive in any form, or if determined to be in the best interest of Sedgwick County.

3. Alternate bids (two or more bids submitted) will be considered for an award. Sedgwick County reserves the right to make the final determination of actual equivalency or suitability of such bids with respect to requirements outlined herein. The bids submitted, and any further information acquired through interviews, will become and is to be considered a part of the final completed contract. If there is any variance or conflict, the bid specifications will control.

4. Bidders MUST return the entire document via email with any supplementary materials to purchasing@sedgwick.gov, on or before the date and time specified.

5. Bids submitted may not be withdrawn for a period of 60 days immediately following the opening of this Request for Bid. Prices MUST be free of federal, state, and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the bid.

6. Sedgwick County interprets the term "Lowest Responsible and Best Bidder" as requiring Sedgwick County to: (a) choose between the kinds of materials, goods, wares, or services subject to the bid, and (b) determine which bid is most suitable for its intended use or purpose. Sedgwick County can consider, among other factors, such things as the availability of service(s), part(s) material(s) and/or supply(s), warranty, maintenance, freight costs, performance of product and labor cost of items upon which bids are received.

7. All requested information must be supplied. If bidders cannot respond to any part of this request, bidders should state the reason they cannot respond and note an exception. Bidders may provide supplemental information to assist Sedgwick County in analyzing its bid.

8. If the bidder refuses or fails to make deliveries of the materials within the times specified on the face of the Request for Bid or purchase order, Sedgwick County may, by written notice, terminate the contract or purchase order.

9. The bidder will certify and warrant that goods, personal property, chattels, and equipment sold and delivered are free and clear of any and all liens, or claims of liens, for materials or services arising under, and by virtue of the provisions of K.S.A. Sections 58-201, et seq., and any other lien, right, or claim of any nature or kind whatsoever.

10. The successful bidder will hold and save Sedgwick County, and its officers, agents, servants/employees harmless from liability of any patented, or unpatented invention, process, article, or appliance manufactured, or used in the performance of the contract, including its use by Sedgwick County. Vendors working on county property or on behalf of County will be required to carry minimum insurance listed in bid document.

11. All items furnished, if applicable, must be the best of their respective kinds, and will be free from defects in material and workmanship. Items will be subject to County inspection and approval at any time within 30 days after delivery. If a substitution is made, it will be the decision of a Sedgwick County representative to determine if it is of equal quality. Items furnished must be manufactured in compliance with all existing legal or governmental directives.

12. Unless specified otherwise, all items bid are to be as a minimum but not necessarily limited to: new, current model year, and untitled prior to shipping and/or installation.

13. Sedgwick County is desirous of allowing as many Kansas vendors as possible the opportunity to participate including minority men and women-owned businesses, and small businesses in the roles of providing goods and services to Sedgwick County. If your company does not fall into any of these categories, your efforts to contract with vendors who do fall into these categories are appreciated. Construction projects utilizing subcontractors requires a subcontracting worksheet. Contact Purchasing for details.

14. Contracts entered into on the basis of submitted bids are revocable if contrary to law.

15. County reserves the right to enter into agreements subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935). Agreements shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of agreements the County reserves the right to unilaterally sever, modify, or terminate agreements at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such law.

16. The Bidder agrees to comply with K.S.A. 44-1030.
    a. 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, or ancestry;
    b. 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 commission;
    c. 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 canceled, terminated or suspended, in whole or in part, by the contracting agency;
    d. 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 canceled, terminated or suspended, in whole or in part, by the contracting agency; and
    e. The contractor shall include the provisions of subsections (a) through (d) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

17. All project participants, consultants, engineers, contractors and subcontractors, must comply with all applicable Federal, State and County laws pertaining to contracts entered into by governmental agencies. All participants must comply with the Americans with Disabilities Act (ADA), including the 2008 ADA Amendments Act, and 2010 ADA Standards for Accessible Design.

18. Contractors/subcontractors performing new construction, maintenance, alterations, or additions to Sedgwick County buildings or facilities must comply with building guidelines/codes, and the 2010 ADA Standards for Accessible Design. Any violation of the provisions of the ADA or 504, or specification deficiencies, should be reported to the county's ADA coordinator. Failure to notify the county's ADA coordinator for remedy may be considered a breach of contract and may be grounds for cancellation, termination for suspension, in whole or in any part of the contract. All construction plans will have the county's ADA coordinator approval prior to beginning any work.

19. Contractors/vendors providing services to the public on behalf of Sedgwick County will agree that all personnel in their employment that have direct contact with the public will attend ADA Awareness and Sensitivity training provided by Sedgwick County or the Independent Living Resource Center. Training should be coordinated through the county's ADA coordinator, (316) 660-7052 and evidence of training shall be provided to the county's ADA coordinator. Any violations of the provisions of ADA or section 504, will be deemed a breach of contract and be subject to termination of contract.

20. The successful bidder may have access to private or confidential data maintained by the County to the extent necessary to carry out its responsibilities of the contract. Contractor shall be responsible for compliance with the privacy provision of the Health Insurance Portability and Accountability Act (HIPAA) and shall comply with all other HIPAA provisions and regulations applicable. If the successful bidder is a business associate as that term is defined under HIPAA, the contract shall include the County's standard business associate addendum. A copy of that standard addendum is available on request.

21. The bidder responding to this bid solicitation proposes to furnish all materials, labor, supplies, equipment and incidentals necessary to provide the equipment/materials/services described herein in accordance with the Notification of Solicitation (if applicable), Request for Information (if applicable), Request for Bid, Addenda, Contract, Bonds, Insurance, Plans, Specifications, any Instructions, Mandatory Requirements and Conditions.

22. Unless specified elsewhere in the document, all prices quoted must be F.O.B. Destination, Freight Prepaid and Allowed, which will include all delivery, handling, and any other charges related to delivery including surcharges.

23. It will be understood that the bidder's sureties and insurers, as applicable, are subject to the approval of the County.

24. Prior to a vendor being awarded a contract, Domestic (Kansas) corporations shall 1) furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas, in the form of a Certificate signed by the Kansas Secretary of State; and 2) a copy of the Corporation Resolution evidencing the authority to sign the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary.

25. Sedgwick County will not award to any vendor that is currently listed in the exclusion records of the SAM (System for Award Management) website maintained by the General Services Administration (GSA) or to any vendor presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

26. Sedgwick County reserves the right to conduct background checks at any time on new or existing vendors. Background checks will be used to evaluate eligibility to be engaged in a work capacity by Sedgwick County, and will not be used to discriminate on the basis of race, sex, age, color, religion, national origin, disability, genetic, sexual orientation or veteran status.

27. Upon award, the bidder agrees to execute and deliver to the County a contract in accordance with the contract documents (if applicable) within ten days of notice of the award to the bidder. The bidder agrees that the surety/deposit given concurrently herewith will become the property of the County in the event the bidder fails to execute and deliver such contract within the specified time. In the further event of such failure, the bidder will be liable for the County's actual damages that exceed the amount of the surety.

28. It will be understood that time is of the essence in the bidder's performance. The bidder agrees that the County's damages would be difficult or impossible to predict in the event of a default in the performance hereof; and it is therefore agreed that if the bidder defaults in the performance of the contract documents, the bidder will be liable for payment of the sums stipulated in the contract documents as liquidated damages, and not as a penalty.

29. The bidder hereby certifies that he or she has carefully examined all of the documents for the project, has carefully and thoroughly reviewed this Request for Bid, has inspected the location of the project (if applicable), and understands the nature and scope of the work to be done; and that this bid is based upon the terms, specifications, requirements, and conditions of the Request for Bid documents. The bidder further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.

30. It will be understood that any bid and any and/or all referencing information submitted in response to this Request for Bid will become the property of Sedgwick County, and will not be returned. As a governmental entity, Sedgwick County is subject to making records available for disclosure after Board of County Commission approval of the recommendation.

31. Sedgwick County will not be responsible for any expenses incurred by any vendor in the development of a response to this Request for Bid including any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to Sedgwick County and/or its representatives. Further, Sedgwick County will reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended vendor even if the Board of County Commissioners has formally accepted a recommendation.

32. By submission of a response, the bidder agrees that at the time of submittal, he or she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of bidder's services, or (2) benefit from an award resulting in a "Conflict of Interest". A "Conflict of Interest" will include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the Sedgwick County Board of County Commissioners. Bidders will identify any interests, and the individuals involved, on separate paper with the response and will understand that the County, at the discretion of the Purchasing Director in consultation with the County Counselor, may reject their bid/quotation. The bidder certifies that this bid is submitted without collusion, fraud or misrepresentation as to other bidders, so that all bids for the project will result from free, open and competitive bidding among all vendors.

33. No gifts or gratuities of any kind shall be offered to any County employee at any time.

34. Sedgwick County will issue a purchase order/contract for the acquisition of products/services specified as a result of an award made in reference to this document. Contract documents will be subject to any regulations governed by the laws of the State of Kansas and any local resolutions specifically applicable to the purchase.

35. Any dispute arising out of the contract documents or their interpretation will be litigated only within the courts of the State of Kansas. No prepayment of any kind will be made prior to shipment. Payment will be made upon verification of delivery, compliance with specifications, assurance that the product/service performs as specified and warranted, and receipt of correct invoicing.

36. Sedgwick County will accept responses transmitted via email to purchasing@sedgwick.gov unless stated to the contrary within this document. Bids must be received prior to the time and dates listed to be considered responsive. Sedgwick County will not accept late responses and will return them to the sender. Further, Sedgwick County will NOT: (1) guarantee security of the document received; (2) be held responsible for Bids which are NOT legible (and may choose to reject such responses); and, (3) guarantee that the receiving facsimile machine will accept transmission or that phone lines are functioning and available for transmission. Submitting a bid response via email does NOT relieve the bidder of: (1) responsibilities stated in the document (such as attendance at a mandatory pre-bid conference); (2) providing non-paper informational items which must be returned with the response (diskettes, large drawings, photographs, models, etc.); and, (3) providing original copies of bid sureties (bonds, certificates of insurance, etc.).

SEDGWICK COUNTY COURTHOUSE
PERIMETER SECURITY

BONDS

PERFORMANCE AND LABOR AND MATERIAL BONDS:

PERFORMANCE AND LABOR AND MATERIAL BONDS shall be furnished to the Owner by the Contractor, in an amount equal to 100 percent of the Contract Sum as security for the faithful performance of the contractor and payment of all persons performing labor and furnishing materials in connection with the contract. Said payment bond shall also be executed as a statutory bond and filed in the office of the Clerk of the District Court of the County in which the Project is located. Contractor shall provide the Owner with a certified copy of said statutory bond as so filed.

BONDS FURNISHED shall be written by a SURETY approved by the U.S. Treasury Dept. and licensed to do business in the State of Kansas. No Work shall be commenced until bonds are in force.

FORM OF BOND shall be Statutory Payment Bond – State of Kansas.

POWER OF ATTORNEY for the surety company agent must accompany each bond issued, and must be certified to include the date of the bonds.

PROVIDE TRIPLICATE COPIES of the bond forms and power of attorney.

COST of the bonds shall be included in the bid and paid for by the Contractor.

END OF SECTION

SEDGWICK COUNTY COURTHOUSE
PERIMETER SECURITY

BOND TO THE STATE OF KANSAS
STATUTORY PAYMENT BOND
(K.S.A. 60-1111, as amended)

WITNESSETH: That _____("Principal"), and _____("Surety"), are hereby jointly and severally held and firmly bound unto the STATE OF KANSAS in the sum of _____dollars ($_____) lawful money of the United States of America, for the use and benefit of all persons entitled thereto and for the payment of which we hereby bind ourselves, our successors, assigns, heirs, executors and administrators.

THE CONDITION OF THE OBLIGATION IS SUCH, THAT,

WHEREAS, the Principal has entered into an Agreement with Sedgwick County, Kansas dated _____, 2026, for improvements described as the

Sedgwick County Courthouse
Perimeter Security
535 N. Main
Wichita, KS 67203
Bid No. 26-0098

(the "Work") according to the Contract Documents, which are incorporated herein by reference.

NOW, THEREFORE, if the Principal and its subcontractors shall pay all indebtedness incurred for supplies, materials or labor furnished, used or consumed in connection with the Work including gasoline, lubricating oils, fuel oils, grease, coal and similar items used or consumed directly in furtherance of the Work, then this obligation is to be null and void; otherwise to remain in full force and effect.

The Surety covenants and agrees that no change, extension of time, alteration or addition to the Contract Documents or to the Work shall in any way reduce, nullify, or affect the Surety's obligations on this bond; and the Surety hereby waives notice on any such change, extension of time, alteration or additional to said Contract Documents or Work.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed and delivered this _____day of _____, 2026.

Principal _____

Title _____

Surety _____

Title _____

SEDGWICK COUNTY COURTHOUSE
PERIMETER SECURITY

PERFORMANCE BOND

WITNESSETH THAT, _____("Principal") and _____("Surety") ARE HELD AND FIRMLY BOUND UNTO THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS, (the "County"), for the use and benefit of claimants herein below identified in the amount of:

_____dollars ($_____).

and in the amount of any change orders issued for the Work, for which payment Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT,

> WHEREAS, Principal has by agreement dated _____, 2026 entered into a contract with the County for the construction described as **Sedgwick County Courthouse Perimeter Security** in accordance with the Contract Documents.

NOW, THEREFORE, if the Principal shall well and truly perform all the covenants, conditions, and obligations of the Contract Documents and any Addenda and Change Orders and shall hold the County and all interested property owners harmless against all claims, loss, damage, demands, or causes of actions which they may sustain or suffer by reason of any breach of said Contract Documents or of negligence of the Principal or of improper execution of the Work or use of inferior materials by the Principal; and if said Principal shall maintain the improvements as provided for in said Contract Documents and shall make good all defects in material and workmanship for a period of one year, or for such other period as provided for in the Contract Documents; then, this obligation shall be void: Otherwise to remain in full force and effect.

FURTHERMORE, the Surety convents and agrees that no price change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Work to be performed thereunder shall in any way affect Surety's obligation on this bond; and Surety hereby waives notice of any such change, extension of time, alteration or addition to said Contract Documents.

IN WITNESS WHEREOF, the Principal and Surety have duly executed these presents all as of the day and year first above written.

Principal _____

Title _____

Surety _____

Title _____

SEDGWICK COUNTY COURTHOUSE
PERIMETER SECURITY

CERTIFIED COPY OF A RESOLUTION
OF THE BOARD OF DIRECTORS
OF _____
A KANSAS CORPORATION

The undersigned, being the duly elected qualified and acting Secretary of _____, a Kansas corporation (the "Corporation"), hereby certifies as follows:

At a special meeting of the board of directors of the Corporation, held _____, 2026, when meeting was duly and properly called according to the by-laws of the Corporation and at which a quorum of said board was present, the following resolution was passed and adopted:

"WHEREAS, the Corporation desires to contract with Sedgwick County, Kansas (the "County") for the construction of certain public improvements, and,

"WHEREAS, the Corporation desires to authorize certain officers of the Corporation to execute and deliver to the County all agreements and documents related thereto.

"NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF _____, a Kansas corporation, that _____(name),_____(title), of the Corporation, be and is hereby authorized to execute and deliver to the County all contracts and documents incidental thereto, including but not limited to statutory bonds, construction bonds, insurance agreements and policies, plans and specifications, and any further documents required thereby, relating or pertaining to the following described project:

Sedgwick County Courthouse
Perimeter Security
535 N. Main
Wichita, KS 67203
Bid No. 26-0073

"BE IT FURTHER RESOLVED BY THE BOARD OF DIRECTORS OF THE CORPORATION that the authority conferred hereby upon such officer is continuing unless notice in writing be given by the Corporation to the County."

DATED this _____day of _____, 2026.

_____
Secretary

(SEAL)

SEDGWICK COUNTY COURTHOUSE
PERIMETER SECURITY

EXHIBIT A

Liability insurance coverage indicated below must be considered as primary and not as excess insurance. If required, Contractor's professional liability/errors and omissions insurance shall (i) have a policy retroactive date prior to the date any professional services are provided for this project, and (ii) be maintained for a minimum of 3 years past completion of the project. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured including both ongoing and completed operations, except for professional liability, workers' compensation and employer's liability. **Certificate shall be provided prior to award of contract.** Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A-VIII and licensed to do business in the State of Kansas **(must be acknowledged on the bid/proposal response form).**

NOTE: If any insurance is subject to a deductible or self-insured retention, written disclosure must be included in your proposal response and also be noted on the certificate of insurance.

It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements.

Workers' Compensation:	
Applicable coverage per State Statutes	
Employer's Liability Insurance:	$500,000.00
Commercial General Liability Insurance (on form CG 00 01 04 13 or it's equivalent):	
Each Occurrence	$1,000,000.00
General Aggregate, per project	$2,000,000.00
Personal Injury	$1,000,000.00
Products and Completed Operations Aggregate	$2,000,000.00
Automobile Liability:	
Combined single limit	$500,000.00
Umbrella Liability: Following form for both the general liability and automobile **_X__Required/_____Not Required** Each Claim Aggregate	 $1,000,000.00 $1,000,000.00
Professional Liability/ Errors & Omissions Insurance: **_____Required/__X__Not Required** Each Claim Aggregate	 $1,000,000.00 $1,000,000.00
Pollution Liability Insurance: **_X__Required/_____Not Required** Each Claim Aggregate	 $1,000,000.00 $1,000,000.00

Special Risks or Circumstances:

Entity reserves the right to modify, by written contract, these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

CONTRACTOR IS PROVIDING CONSTRUCTION SERVICES:

In addition to the above coverages, Contractor shall also provide the following:

Builder's Risk Insurance:	In the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising the total value for the entire Project on a replacement cost basis without optional deductibles. Entity, Contractor, and all Subcontractors shall be included as named insureds.

PROJECT SUBCONTRACTING WORK SHEET

Project Name: Sedgwick County ~~Perimeter Security~~ ~~Check here if you are not using subcontractors~~ _____

Bid #	**26-0098**
General Contractor	
Created by	

General Contractors shall provide the name, description, DBE classification (type) Minority Certification #, date of work and dollar value for each subcontractor (including lower-tier subcontractors) used to complete the referenced project. Contractors may be required to provide back up documentation to verify information. Each column requires input.

DBE classification type: African American (1); Asian (2); Hispanic (3); Native American (4); other minority (5); Women Owned Business (6). Additional general classifications: Small Business Owner (7); Does not meet any classification (0).

	Subcontractor Name and Address	Type	Jurisdiction Name & Minority Certification # (if vendor has one)	Description of Services	Date of Work	Dollar Value of work
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

Form shall be submitted to Purchasing at the completion of project.

FORM OF CONTRACT

AIA Document A104-2017 with Supplement “Standard Abbreviated Form of Agreement Between Owner and Contractor”.

DRAFT

AIA® Document A104™ – 2017

Standard Abbreviated Form of Agreement Between Owner and Contractor

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

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

Sedgwick County Board of County Commissioners
525 N. Main
Wichita, Kansas 67203

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

« »« »
« »
« »
« »

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

«Sedgwick County Courthouse »
«Perimeter Security RFB 26-0098 »
«525 N. Main, Wichita, KS 67203 »

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

«Nick Staib »
«LK Architecture »
«100 N. Broadway, Ste 800 »
«Wichita, KS 67203 »
«nstaib@lk-architecture.com »

The Owner and Contractor agree as follows.

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

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

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as set forth in the footer of this document.

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21 CLAIMS AND DISPUTES

EXHIBIT A DETERMINATION OF THE COST OF THE WORK

DRAFT

ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents listed in Article 6 of this Agreement or reasonably inferable by the Contractor from the Contract Documents as necessary to produce the results intended by the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[« »] The date of this Agreement.

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

[« »] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

« »

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

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

§ 2.3 Substantial Completion

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

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

[« »] By the following date: « »

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

Portion of Work	Substantial Completion Date

§ 2.3.3 All times stated in the Contract Documents, including, without limitation, those for the commencement, prosecution, interim milestones, and completion of the Work, and for the delivery and installation of materials and equipment, are of the essence in this Agreement.

§ 2.3.4 The date of substantial completion of the Work or a designated portion thereof is the date, certified by the Architect, when construction is sufficiently complete in accordance with the Contract Documents that the Owner may, if it so elects, occupy and use the Work or designated portion thereof for the purposes for which it was intended.

§ 2.3.5 If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time and as otherwise required by the Contract Documents, the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the following daily amounts commencing upon the first day following expiration of the Contract Time and continuing until the Date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the Owner will incur as a result of delayed completion of the Work: _____.

§ 2.3.6 The Owner may deduct liquidated damages as described in the above paragraph from any unpaid amounts then or thereafter due the Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the Owner at the demand of the Owner, together with interest from the date of the demand at a rate equal to the lower of the Treasury bill rate or the highest lawful rate of interest payable by the Contractor.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's proper performance of the Contract and the completion of the Work. The Contract Sum shall be one of the following:
(Check the appropriate box.)

[« »] Stipulated Sum, in accordance with Section 3.2 below

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[« »] Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

[« »] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be « » ($ « »), subject to additions and deductions as provided in the Contract Documents.

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

« »

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

Item	Units and Limitations	Price per Unit ($0.00)

§ 3.2.3 Allowances, if any, included in the stipulated sum:
(Identify each allowance.)

Item	Price

§ 3.3 Cost of the Work Plus Contractor's Fee
§ 3.3.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.3.2 The Contractor's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

« »

§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price
§ 3.4.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.4.2 The Contractor's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

« »

§ 3.4.3 Guaranteed Maximum Price
§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed « » ($ « »), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.
(Insert specific provisions if the Contractor is to participate in any savings.)

« »

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

« »

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

Item	Units and Limitations	Price per Unit ($0.00)

§ 3.4.3.4 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price

§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

« »

§ 3.4.3.6 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.4.3.7 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.

« »

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

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

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month and the payment shall be less the specified retainage.

« »

§ 4.1.3 Provided that an Application for Payments is received by the Architect not later than the twenty-fifth (25th) day of a month, the Owner shall make payment to the Contractor not later than the third Friday of the next month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect received the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

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§ 4.1.3.1 Notwithstanding anything to the contrary in this Contract, payment of amounts due a Contractor from an Owner, except retainage, shall be made within 30 days after the Owner receives a timely, properly completed, undisputed request for payment according to terms of the contract, unless extenuating circumstances exist which would preclude approval of payment within 30 days. If such extenuating circumstances exist, than payment shall be made within 45 days after the Owner receives such payment request.

§ 4.1.3.2 If the Owner fails to pay Contractor within the time period set in Paragraph 4.1.3.1, the Owner shall pay interest computed at the rate of eighteen percent (18%) per annum on the undisputed amount to the Contractor beginning on the day following the end of the time period set forth in Paragraph 4.1.3.1.

§ 4.1.4 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)

« »

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

« » % « »

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

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; and

.3 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.

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

« »

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution
For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[« »] Arbitration pursuant to Section 21.6 of this Agreement

[« »] Litigation in a court of competent jurisdiction

[« »] Other *(Specify)*

« »

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

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ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 6.1.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203–2013 incorporated into this Agreement.)

« »

§ 6.1.3 The Supplementary and other Conditions of the Contract are those modified and contained in the Project Manual dated _____.

Document	Title	Date	Pages

§ 6.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

« »

Section	Title	Date	Pages

§ 6.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

« »

Number	Title	Date

§ 6.1.6 The Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

§ 6.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 Other Exhibits:
(Check all boxes that apply.)

[« »] Exhibit A, Determination of the Cost of the Work.

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

« »

[« »] The Sustainability Plan:

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Title	Date	Pages

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

Document	Title	Date	Pages

.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents.)

« »

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In the event of inconsistencies within or between parts of the Contracts Documents, or between the Contract Documents and applicable standards, codes, resolutions, and ordinances, the Contract shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement, either or both in accordance with the Architect's interpretation. The terms and conditions of this Paragraph 7.1, however, shall not relieve the Contractor of any obligations set forth in Paragraphs 9.1 and 9.6.

§ 7.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 7.3 The Work

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

§ 7.4 Instruments of Service

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

§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service

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

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely

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and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 7.6 Digital Data Use and Transmission

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

§ 7.7 Building Information Models Use and Reliance

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

§ 7.8 Severability

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

§ 7.9 Notice

§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering Notice in electronic format such as name, title and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

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

§ 7.10 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 8 OWNER

§ 8.1 Information and Services Required of the Owner

§ 8.1.1 Prior to commencement of the Work, at the written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such

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evidence. If commencement of the Work is delayed under this Section 8.1.1, the Contract Time shall be extended appropriately.

§ 8.1.2 The Owner shall furnish all necessary surveys and a legal description of the site.

§ 8.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 Owner's Right to Stop the Work

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

§ 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

§ 8.4 Extent of Owner's Rights

§ 8.4.1 The rights stated in this Article 8 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (i) granted in the Contract Documents, (ii) in law, or (iii) in equity.

§ 8.4.2 In no event shall Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for the safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Document.

ARTICLE 9 CONTRACTOR

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. Prior to execution of the Agreement, the Contractor and each Subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailing climactic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools, and equipment, and (v) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in Paragraph 16.2, the Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the contract Sum or Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of this Paragraph 9.1.1.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing

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

§ 9.1.2.1 The exactness of grades, elevations, dimensions, or locations given on any Drawings issued by the Architect, or the work installed by other contractors, is not guaranteed by the Architect or the owner.

§ 9.1.2.2 The Contractor shall, therefore, satisfy itself to the accuracy of all grades, elevations, dimensions, and locations. In all cases of interconnection of its Work with existing or other work, it shall verify at the site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, dimensions, or locations shall be promptly rectified by the Contractor without any additional cost to the Owner.

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

§ 9.2 Supervision and Construction Procedures

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

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

§ 9.3 Labor and Materials

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

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

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

§ 9.3.4 The Contractor shall deliver, handle, store, and install materials in accordance with manufacturers' instructions.

§ 9.4 Warranty

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

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and shall commence in accordance with Section 15.6.3. The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such a manner so as to preserve any and all such manufacturer's warranties.

§ 9.5 Taxes

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

§ 9.5.1 Materials

§ 9.5.1.1 Materials and equipment incorporated into this Project are exempt from the payment of sales tax under the laws of the State of Kansas.

§ 9.5.1.2 The owner will provide the contractor with a proper exemption certificate number when the notice to proceed is issued. Should the Owner fail to provide an exemption certification the Contractor shall notify the Architect in writing prior to placing any orders. The contractor shall be reimbursed for sales tax amounts for which he becomes liable until such exemption is provided.

§ 9.5.1.3 Upon issuance of a proper exemption certification number to the Contractor, the Contractor shall assume full responsibility for his own assessed penalties relating to the Contractor's improper use of the exemption certificate. Contractor shall comply with statutes of the State of Kansas related to sales tax exemption.

§ 9.5.1.4 The Contractor shall be responsible for furnishing the Owner a copy of all invoices bearing the exemption certification number pertaining to materials that are incorporated in this project.

§ 9.5.1.5 Contractor shall retain, for a period of not less than five years, all his and his subcontractor's invoices claiming sales tax exemption, properly identified with tax exemption number as required by State of Kansas.

§ 9.5.1.6 Upon completion of the Project, the Contractor shall execute and issue, to the Owner, a certificate of compliance on the form provided by the State Department of Revenue.

§ 9.6 Permits, Fees, Notices, and Compliance with Laws

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

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules, regulations and lawful orders of public authorities applicable to performance of the Work. The Contractor shall promptly notify the Architect and Owner if the Drawings and Specifications are observed by the Contractor to be at variance therewith. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, without such notice to the Architect and Owner, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.7 Allowances

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

§ 9.8 Contractor's Construction Schedules

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work

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and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

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

§ 9.9 Submittals

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.9.3 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

§ 9.10 Use of Site

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

§ 9.10.1 Only materials and equipment that are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage, and all other adversity is solely the responsibility of the Contractor. The Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials, and equipment likely to cause hazardous conditions.

§ 9.10.2 The Contractor and any such entity for whom the Contractor is responsible shall not erect any sign on the Project site without the prior written consent of the Owner, which may be withheld in the sole discretion of the Owner.

§ 9.10.3 Without limitation of any other provision of the Contract Documents, Contractor shall use best efforts to minimize any interference with the occupancy or beneficial use of (i) any areas and building adjacent to the site of the Work, and (ii) the Building, in the event of partial occupancy. Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including, without limitation, lavatories, toilets, entrances, and parking areas other than those designated by the Owner.

§ 9.10.3.1 Without limitation of any other provision of the Contract Documents, the Contractor shall use its best efforts to comply with all resolutions, rules and regulations promulgated by the Owner in connection with the use

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and occupancy of the Project site and the Building, as amended for time to time. The Contractor shall immediately notify the Owner in writing if during the performance of the Work, the Contractor finds compliance with any portion of such resolutions, rules and regulations to be impracticable, setting forth the problems of such compliance and suggesting alternatives through which the same result intended by such portions of the resolutions, rules and regulations can be achieved. The Owner may, in the Owner's sole discretion, adopt such suggestions, develop new alternatives, or require compliance with the existing requirements of the resolutions, rules and regulations. In the even Owner requires compliance with subsequently adopted resolutions, rules and regulations, any resulting change in the Work shall be adjusted as provided in Article 13 of the Contract.

§ 9.10.4 The Contractor shall comply with all insurance requirements and collective bargaining agreements applicable to use and occupancy of the Project site and the Building.

§ 9.11 Cutting and Patching

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

§ 9.12 Cleaning Up

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

§ 9.13 Access to Work

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

§ 9.14 Royalties, Patents and Copyrights

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

§ 9.15 Indemnification

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) (including loss of use resulting therefrom), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 9.15.3 The Contractor's indemnity obligations under this Paragraph 9.15 shall also specifically include, without limitation, all fines, penalties, damages, liability, costs, and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in connection with, any (i) violation of or failure to comply with any law, statute, resolution, ordinance, rule, regulation, code, or requirement of a public authority that bears upon the performance of the Work by the Contractor, a Subcontractor, or any person or entity for whom either is responsible, (ii) means, methods, procedures, techniques, or sequences of execution or performance of the Work, and (iii) failure to secure

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and pay for permits, fees, approvals, licenses, and inspections, as required under the Contract Documents, or any violation of any permit of other approval of a public authority applicable to the Work by the Contractor, a Subcontractor, or any person or entity for whom either is responsible.

§ 9.15.4 The Contractor shall indemnify and hold harmless all of the Indemnitees from and against any costs and expenses (including reasonable attorneys' fees) incurred by any of the Indemnitees in enforcing any of the Contractor's defense, indemnity, and hold harmless obligations under this Contract.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

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

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

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

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

§ 10.6 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.7 The Architect will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.8 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

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

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

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§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

§ 12.4 The Contractor shall, as part of the Work, provide for the coordination of work to be performed by each separate contractor engaged by the Owner, if any, with the work to be performed by the Contractor or its Subcontractors of any tier. The Contractor shall use its best efforts to cooperate with the Owner and all separate contractors, their subcontractors, and any other entity involved in the performance of the Work. In order to cause the Work and any work to be performed by separate contractors to be completed in an expeditious manner, the Contractor agrees that it will ensure that such separate contractors have a reasonable opportunity to complete their work as and when required.

§ 12.5 If any part of the Work depends on the proper performance of the work of a separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Owner any apparent discrepancies or defects in such other work that render it unsuitable and prevent the Contractor from proceeding expeditiously with the Work.

§ 12.6 If the Contractor wrongfully causes damage to the Work or the property of the Owner, the Contractor shall promptly remedy such damage. If the Contractor wrongfully causes damage to the work or property of any separate contractor, the Contractor shall promptly attempt to settle any resulting dispute or claim with such other contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon

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issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed. No adjustment in the Contract Time or Contract Sum shall be permitted, however, in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or that reasonably should have been disclosed by the Contractor's (i) prior inspections, tests, reviews, and preconstruction services for the Project, or (ii) inspections, tests, reviews, and preconstruction services that the Contractor had the opportunity to make or should have performed in connection with the Project.

§ 13.5 Except as permitted in Paragraph 12.1, a change in the Contract Sum or the Contract Time shall be accomplished only by a Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

§ 13.6 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

ARTICLE 14 TIME

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

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

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

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other

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causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

§ 15.2 Control Estimate

§ 15.2.1 Where the Contract Sum is the Cost of the Work, plus the Contractor's Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee.

§ 15.2.2 The Control Estimate shall include:

- **.1** the documents enumerated in Article 6, including all Modifications thereto;
- **.2** a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;
- **.3** a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;
- **.4** a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment the Owner's occupancy requirements, and the date of Substantial Completion; and
- **.5** a list of any contingency amounts included in the Control Estimate for further development of design and construction.

§ 15.2.3 When the Control Estimate is acceptable to the Owner and Architect, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

§ 15.2.4 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 15.2.5 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.

§ 15.3 Applications for Payment

§ 15.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the

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Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 15.3.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 15.3.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.3.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 15.3.5 Partial payments will be made monthly on proper application. Certification will be issued for ninety percent (90%) of the amount requested by the Contractor and approved by the Architect to be properly due until at least fifty percent (50%) of the Contract amount has been paid. Thereafter, the accumulated retainage will remain at five percent (5%) of the Contract amount (including additions, if any) except that should the Contractor at any time fail to keep current with the approved progress schedule, certification of ninety percent (90%) shall automatically again become effective and shall apply so long as the Contract progress lags behind such progress schedule.

§ 15.4 Certificates for Payment

§ 15.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

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

§ 15.4.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

.1 defective Work not remedied;

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.2 third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;

.3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a Separate Contractor;

.6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or

.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 15.4.4 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

§ 15.5 Progress Payments

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

§ 15.5.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

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

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

§ 15.6 Substantial Completion

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

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

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

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

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§ 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties, guarantees, operational and parts manuals required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final certificate of Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

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

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

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

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

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

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15. When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all coverings and protect the Work, as necessary, from injury by any cause. The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries, or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner and the Architect.

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§ 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 Contractor's Insurance

§ 17.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

« »

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

- **.1** damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- **.2** personal and advertising injury;
- **.3** damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- **.4** bodily injury or property damage arising out of completed operations; and
- **.5** the Contractor's indemnity obligations under Section 9.15.

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

§ 17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 17.1.5 Workers' Compensation at statutory limits.

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

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

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

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§ 17.1.9 Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate.

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Contractor.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

§ 17.1.13 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 17.1.14 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits

§ 17.2 Owner's Insurance

§ 17.2.2 Property Insurance

§ 17.2.2.1 The Contractor shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, builder's risk insurance with a deductible not to exceed $1000.00 and sufficient to cover the total value of the entire Project on a replacement cost basis. The Contractor's builder's risk insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The builder's risk insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ 17.2.2.2 Unless the parties agree otherwise, upon Substantial Completion, the Contractor shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with builder's risk insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.

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§ 17.2.2.3 If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the Contractor shall be responsible for all loss not covered because of such deductibles or retentions.

§ 17.2.2.4 If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Contractor shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, builder's risk insurance with a deductible not to exceed $1000.00, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Contractor shall be responsible for all co-insurance penalties.

§ 17.2.2.5 Prior to commencement of the Work, the Contractor shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Owner's request, provide a copy of the insurance policy or policies required by this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ 17.2.2.6 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Owner: (1) the Owner, upon receipt of notice from the Contractor, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Contractor or the Owner and (2) the Contract Time and Contract Sum shall be equitably adjusted. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide required insurance.

§ 17.2.2.7 Waiver of Subrogation

§ 17.2.2.7.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 17.2.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 17.2.3 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

§ 17.3 Performance Bond and Payment Bond

§ 17.3.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract.

§ 17.3.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

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ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work. If prior to the date of Substantial Completion (for the purposes of this Agreement, a project is substantially complete when the Owner can legally take occupancy and use the facility for its intended purpose), the Contractor, a Subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work, including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor. The Owner shall, prior to making any written claim, provide the Contractor with an opportunity to make the corrections.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 18.5 Upon completion of any Work under or pursuant to this Article 18, the one (1) year correction period in connection with the Work requiring correction shall be renewed and recommence. The obligations under Article 18 shall cover any repairs and replacement to any part of the Work or other property caused by the defective Work.

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 19.2 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.6.

§ 19.3 Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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§ 19.4 The Owner's representative:
(Name, address, email address and other information)

« »
« »
« »
« »
« »
« »

§ 19.5 The Contractor's representative:
(Name, address, email address and other information)

« »
« »
« »
« »
« »
« »

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

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 Termination by the Contractor

If the Architect fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- **.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

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§ 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts.

§ 20.3.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 20.3.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall;

§ 20.3.2.1 cease operations as directed by the Owner in the notice;

§ 20.3.2.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work;

§ 20.3.2.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 20.3.3 Upon such termination, the Contractor shall recover as its sole remedy payment for Work properly performed in connection with the terminated portion of the Work prior to the effective date of termination and for items properly and timely fabricated off the Project site, delivered, and stored in accordance with the Owner's instructions. The Contractor hereby waives and forfeits all other claims for payment and damages, including, without limitation, anticipated profits. Owner shall be credited for (i) payments previously made to the Contractor for the terminated portion of the work, (ii) claims that the Owner has against the Contractor under the Contract, and (iii) the value of the materials, supplies, equipment, or other items that are to be disposed of by the Contractor that are part of the Contract Sum.

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision if the claimant recognizes the claim prior to the date of final payment. The Contractor and Owner shall not be obligated to resolve any claim, dispute or other matters related to the contract by mediation or arbitration. Any reference in the contract documents to mediation or arbitration is deemed void.

§ 21.2 Notice of Claims

§ 21.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Architect within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 21.2.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.

§ 21.3 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3.

§ 21.10 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

ARTICLE 22 Other Conditions or Provisions

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§ 22.1 Contractor shall observe the provisions of the Kansas Acts Against Discrimination and shall not discriminate against any person in the performance of work under the present agreement because of race, religion, color, sex, disability, national origin or ancestry.

§ 22.2 In all solicitation or advertisements for employees, Contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.

§ 22.3 If Contractor fails to comply with the manner in which Contractor reports to the Kansas Human Rights Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Contractor shall be deemed to have breached the present contract and it may be canceled, terminated, or suspended in whole or in part, by Sedgwick County (Owner).

§ 22.4 If Contractor is found guilty of a violation of the Kansas Acts Against Discrimination under a decision of order of the Kansas Human Rights Commission which has become final, Contractor shall be deemed to have breached the present agreement and it may be canceled, terminated or suspended, in whole or in part, by Sedgwick County (Owner).

§ 22.5 Contractor shall include the provisions of the above paragraphs 22.1 through 22.4, inclusively, in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

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

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
~~« PETER F, MEITZNER, Chairman – Commissioner, First District »~~	« »« »
(Printed name and title)	*(Printed name and title)*

Approved as to Form:

~~Jason M. Janoski~~
Assistant County Counselor

Attest:

Kelly B. Arnold
County Clerk

DRAFT

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SECTION 024119
SELECTIVE DEMOLITION

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:
   1. Demolition and removal of selected site elements.

1.02 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

1.03 PREINSTALLATION MEETINGS

A. Predemolition Conference: Conduct conference at Project site.

1.04 INFORMATIONAL SUBMITTALS

A. Schedule of selective demolition activities with starting and ending dates for each activity.

B. Predemolition photographs or video.

1.05 FIELD CONDITIONS

A. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

B. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

C. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
   1. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.

D. Storage or sale of removed items or materials on-site is not 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.

1.06 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties.

PART 2 PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ASSE A10.6 and NFPA 241.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

3.02 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

3.03 PROTECTION

A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

C. Remove temporary barricades and protections where hazards no longer exist.

3.04 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. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
3. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
4. Dispose of demolished items and materials promptly. Comply with requirements in Section 017419 "Construction Waste Management and Disposal."

B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

C. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.
2. Protect items from damage during transport and storage.
3. 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.

D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.05 CLEANING

A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction and recycle or dispose of them.

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
3. Coordinate first subparagraph below with use of elevators, stairs, or building entries permitted by building manager.
4. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

B. Burning: Do not burn demolished materials.

C. 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.

END OF SECTION 024119

SECTION 311500

SLOPE PROTECTION AND EROSION CONTROL

PART 1 GENERAL

A. This work shall consist of control measures to provide protection to slopes from water erosion and to control water pollution to the lines, grades and dimensions as shown on the plans or ordered by the Landscape Architect.

B. Temporary pollution control provisions as required by the Special Conditions, if any, shall be coordinated with the permanent control to the extent practical to assure economical effective and continuous erosion control through the construction and post construction period. The erosion control shall remain effective and be warranted by the CONTRACTOR for a period of one (1) year following substantial completion of the project at no additional cost to the OWNER.

C. In the event of conflict between these requirements and pollution control laws, rules, or regulations of other Federal, State or local agencies, the more restrictive laws, rules or regulations shall apply.

PART 2 MATERIALS

A. Slope protection materials shall include mulching, jute mesh, soil retention blanket, and erosion control paper. If not specifically noted on the plans, CONTRACTOR shall have the option to install any one of the following:

B. Mulching:

1. Hay Mulch - Hay mulch shall normally be used. The hay shall not contain an excessive quantity of noxious weed seed. The mulch shall be sharp grade prairie hay, sedan grass hay or broom sedge or any other type of native hay or grass. Straw length shall be 8 inches minimum; 50% shall be 10 inches in length or longer.
2. Applying Hay Mulch - Hay mulch shall be the required mulching material, unless specified otherwise on the Plans or directed by the ENGINEER. After seeding operations are complete the mulch shall be spaced uniformly by hand, manure spreader, or other suitable equipment. The mulch shall be anchored in the soil by a V-type wheel land packer, a disk harrow set to cut slightly, or other suitable equipment which will secure the mulch firmly into the ground 2 inches or more to form a soil-binding mulch and prevent loss or bunching by wind. Spacing between disks shall not exceed 8 inches. Hay mulch shall be applied at a rate of 2 tons per acre.

C. Jute Mesh

1. Jute Mesh for erosion control shall be new and shall be smoulder resistant. It shall be of uniform open plain weave, single jute yarn. The yarn shall be loosely twisted construction and shall be reasonably uniform in diameter.
2. The Jute Mesh shall be polyjute, style 465 GT as manufactured Synthetic Industries, or approved equal.
3. The staples to hold the jute mesh shall be "U" shaped with legs 6 inches long and a 1 inch crown of No. 11 ga. commercial quality ungalvanized steel wire.
4. Installation of Jute Mesh
   a. The area for jute mesh shall be shaped to a smooth uniform surface and shall be a firm, well prepared seed bed. The jute mesh shall be placed immediately after the seeding and fertilizing operations have been completed.
   b. After the soil has been properly shaped, seeded, and fertilized, the jute mesh shall be placed in complete contact with the soil in all areas. The mesh shall not be stretched. Where more than one strip is required to cover the area, the strips shall be capped and stapled. The edges of the mesh shall not be buried but stapled. Staples shall be driven vertically into the soil and spaced 3 feet to 4 feet apart in three rows for each strip, with one row along each edge and one

row spaced alternately in the middle. All anchor slots, junction slots, and terminal folds shall have the staples spaced not more than 9 inches apart across their width.

D. Soil Retention Blanket

1. Soil retention blanket shall consist of a machine produced mat of wood excelsior fibers. Approximately 80 percent of the fibers shall have a length of six or more inches. The wood from which the fibers are cut shall be properly cured to achieve adequately curled and barbed fibers. The excelsior fibers shall be fabricated to produce a blanket of uniform thickness with the fibers equally distributed over the entire surface of the blanket. The blanket shall be covered with a light plastic netting not less than 1/2" X 2" mesh. The netting shall be entwined with the excelsior mat.
2. The Soil Retention Blanket shall be "Curlex Blankets" as manufactured by American Excelsion Company, or approved equal.
3. The staples to hold the soil retention blanket shall be "U" shaped with legs 6 inches long with a 1 inch crown of No. 11 ga. commercial quality ungalvanized steel wire.
4. Installation of Soil Retention Blanket
   a. The area for soil retention blanket shall be shaped to a smooth uniform surface and shall be a firm well prepared seed bed. The retention blanket shall be placed immediately after the seeding and fertilizing operations have been completed. The blanket shall normally be unrolled vertically to the slope. In ditches, the soil retention blankets should be unrolled in the direction of the flow of water. Where more than one strip is required to cover the given area, they shall be capped and stapled. The edges of the blanket shall not be buried but stapled. Staples shall be driven vertically into the soil and spaced 3 feet to 4 feet apart in three rows for each strip with one row along each edge and one row spaced alternately in the middle. All anchor slots, junction slots, and terminal folds shall have the staples, spaced nor more than 9 inches apart across their width.

E. Erosion Control Paper

1. Erosion Control Paper shall consist of a knitted construction of yarn with uniform openings approximately 1/2 inch square interwoven with strips of biodegradable paper, lasting 4 to 6 months after installation. The fabric shall be furnished in rolls with suitable protection for outdoor storage at the construction site.
2. The staples to hold the erosion control paper shall be "U" shaped with legs 6 inches long and a 1 inch crown of No. 11 ga. commercial quality ungalvanized steel wire.
3. Installation of Erosion Control Paper
   a. The area to be used for erosion control paper shall be shaped to a smooth uniform surface and shall be a firm well prepared seedbed. The paper shall be placed immediately after the seeding and fertilizing operations are complete. The material should have close ground contact during installation. The material should not be tightly stretched, but draped loosely over the ground. The paper shall be unrolled in the direction of flow of the water. The upstream end of material used for ditch protections shall be buried in a narrow trough approximately 4 inches deep with the trough tamped firmly closed. All joints will be capped a minimum of 4 inch with the upstream and up slope layer on top.
   b. The paper shall be anchored to the ground by staples at approximately 9 inch intervals along the ends and overcap end of each strip of paper and at 3 foot intervals elsewhere over the entire area of paper. Approximately 2.5 staples are required per square yard of erosion control paper. Apply staples working from the bottom of the slope to the top.

END OF SECTION 311500

SECTION 312000
EARTH MOVING

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:
1. Excavating and filling for rough grading the Site.
2. Preparing subgrades for slabs-on-grade, walks, pavements, turf and grasses, and plants.
3. Subbase course for concrete walks and pavements.
4. Subbase course and base course for asphalt paving.

1.02 DEFINITIONS

A. Backfill: Soil material used to fill an excavation.
1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
2. Final Backfill: Backfill placed over initial backfill to fill a trench.

B. Base Course: Aggregate layer placed between the subbase course and hot-mix asphalt paving.

C. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.

D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.

E. Drainage Course: Aggregate layer supporting the slab-on-grade that also minimizes upward capillary flow of pore water.

F. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Architect. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Architect. Unauthorized excavation, as well as remedial work directed by Architect, shall be without additional compensation.

G. Fill: Soil materials used to raise existing grades.

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

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

J. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.

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

1.03 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct preexcavation conference at Project site.

1.04 INFORMATIONAL SUBMITTALS

A. Material test reports.

1.05 FIELD CONDITIONS

A. Utility Locator Service: Notify utility locator service for area where Project is located before beginning earth-moving operations.

B. Do not commence earth-moving operations until plant-protection measures are in place.

PART 2 PRODUCTS

2.01 SOIL MATERIALS

A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.

B. Satisfactory Soils: See Soils Report.
   1. Liquid Limit:
   2. Plasticity Index:

C. Unsatisfactory Soils: See Soils Report.
   1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.

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

E. Base Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 294/D 2940M 0; with at least 95 percent passing a 1-1/2-inch sieve and not more than 8 percent passing a No. 200 sieve.

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

G. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940/D 2940M; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.

H. Drainage Course: Narrowly graded mixture of washed crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch sieve and zero to 5 percent passing a No. 8 sieve.

2.02 ACCESSORIES

A. Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility; colored to comply with local practice or requirements of authorities having jurisdiction.

B. Detectable Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored to comply with local practice or requirements of authorities having jurisdiction.

PART 3 EXECUTION

3.01 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth-moving operations.

B. Protect and maintain erosion and sedimentation controls during earth-moving operations.

C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

3.02 EXCAVATION, GENERAL

A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
   1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.

3.03 EXCAVATION FOR STRUCTURES

A. Excavate soil department as indicated in soils report. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
   1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.
   2. Excavation for Underground Tanks, Basins, and Mechanical or Electrical Utility Structures: Excavate to elevations and dimensions indicated within a tolerance of plus or minus 1 inch. Do not disturb bottom of excavations intended as bearing surfaces unless unsuitable soils are encountered as described in soils report.

B. Excavations at Edges of Tree- and Plant-Protection Zones:
   1. Excavate by hand or with an air spade to indicated lines, cross sections, elevations, and subgrades. If excavating by hand, use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
   2. Cut and protect roots.

3.04 EXCAVATION FOR WALKS AND PAVEMENTS

A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

3.05 EXCAVATION FOR UTILITY TRENCHES

A. Excavate trenches to indicated gradients, lines, depths, and elevations.

B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit unless otherwise indicated.
   1. Clearance: 12 inches each side of pipe or conduit.

C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.
   1. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.

D. Trenches in Tree- and Plant-Protection Zones:
   1. Hand-excavate to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
   2. Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities.
   3. Cut and protect roots.

3.06 SUBGRADE INSPECTION

A. Proof-roll subgrade below the building slabs and pavements with a pneumatic-tired dump truck to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.

B. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect, without additional compensation.

3.07 UNAUTHORIZED EXCAVATION

A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2500 psi (17.2 MPa), may be used when approved by Architect.
   1. Fill unauthorized excavations under other construction, pipe, or conduit as directed by Architect.

3.08 STORAGE OF SOIL MATERIALS

A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
   1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.09 UTILITY TRENCH BACKFILL

A. Place backfill on subgrades free of mud, frost, snow, or ice.

B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.

C. Trenches under Footings: Backfill trenches excavated under footings and within 18 inches of bottom of footings with satisfactory soil; fill with concrete to elevation of bottom of footings.

D. Trenches under Roadways: Provide 4-inch- thick, concrete-base slab support for piping or conduit less than 30 inches below surface of roadways. After installing and testing, completely encase piping or conduit in a minimum of 4 inches of concrete before backfilling or placing roadway subbase course.

E. Initial Backfill: Place and compact initial backfill of subbase material or satisfactory soil, free of particles larger than 1 inch in any dimension, to a height of 12 inches over the pipe or conduit.
   1. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.

F. Final Backfill: Place and compact final backfill of satisfactory soil to final subgrade elevation.

G. Warning Tape: Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

3.10 SOIL FILL

A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.

B. Place and compact fill material in layers to required elevations as follows:
   1. Under grass and planted areas, use satisfactory soil material.
   2. Under walks and pavements, use satisfactory soil material.
   3. Under steps and ramps, use engineered fill.
   4. Under building slabs, use engineered fill.
   5. Under footings and foundations, use engineered fill.

3.11 SOIL MOISTURE CONTROL

A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
   1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
   2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.12 COMPACTION OF SOIL BACKFILLS AND FILLS

A. Revise depth of layers in first paragraph below to suit Project.

B. Refer to Soils Report and compact per recommendations. If none mentioned, compact per below.

C. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment and not more than 4 inches in loose depth for material compacted by hand-operated tampers.

D. Place backfill and fill soil materials evenly on all sides of structures to required elevations and uniformly along the full length of each structure.

E. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 698:
   1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill soil material at 95 percent.
   2. Under walkways, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at [**92**] percent.
   3. Under turf or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at [**85**] percent.
   4. For utility trenches, compact each layer of initial and final backfill soil material at [**85**] percent.

3.13 GRADING

A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.

B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to elevations required to achieve indicated finish elevations, within the following subgrade tolerances:
   1. Turf or Unpaved Areas: Plus or minus 1 inch.
   2. Walks: Plus or minus 1 inch.
   3. Pavements: Plus or minus 1/2 inch.

C. Grading inside Building Lines: Finish subgrade to a tolerance of 1/2 inch when tested with a 10-foot (3-m) straightedge.

3.14 SUBBASE AND BASE COURSES UNDER PAVEMENTS AND WALKS

A. Place subbase course and base course on subgrades free of mud, frost, snow, or ice.

B. On prepared subgrade, place subbase course and base course under pavements and walks as follows:
   1. Shape subbase course and base course to required crown elevations and cross-slope grades.
   2. Place subbase course and base course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
   3. Compact subbase course and base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 698.

3.15 DRAINAGE COURSE UNDER CONCRETE SLABS-ON-GRADE

A. Place drainage course on subgrades free of mud, frost, snow, or ice.

B. On prepared subgrade, place and compact drainage course under cast-in-place concrete slabs-on-grade as follows:
   1. Place drainage course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
   2. Compact each layer of drainage course to required cross sections and thicknesses to not less than 95 percent of maximum dry unit weight according to ASTM D 698.

3.16 PROTECTION

A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.

C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.

1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.17 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION 312000

SECTION 328400
PLANTING IRRIGATION

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:
1. Piping.
2. Manual valves.
3. Automatic control valves.
4. Automatic drain valves.
5. Sprinklers.
6. Quick couplers.
7. Controllers.
8. Boxes for automatic control valves.

1.02 PERFORMANCE REQUIREMENTS

A. Irrigation zone control shall be automatic operation with controller and automatic control valves.

B. Retain one of first two paragraphs below. Retain first paragraph if complete system design and calculations are in the Contract Documents.

C. Location of Sprinklers and Specialties: Design location is approximate. Make minor adjustments necessary to avoid plantings and obstructions such as signs and light standards. Maintain 100 percent irrigation coverage of areas indicated.

D. Retain first paragraph below if Contractor is required to assume responsibility for design.

E. Delegated Design: Design 100 percent coverage irrigation system, using performance requirements and design criteria indicated.

F. Retain applicable soil conditions in subparagraph below.

G. Retain paragraph below with one of last two paragraphs above.

H. Minimum Working Pressures: The following are minimum pressure requirements for piping, valves, and specialties unless otherwise indicated:
1. Irrigation Main Piping: 200 psig (1380 kPa).
2. Circuit Piping: 150 psig (1035 kPa).

1.03 ACTION SUBMITTALS

A. Product Data: For each type of product indicated. Include rated capacities, operating characteristics, and furnished specialties and accessories.

B. Wiring Diagrams: For power, signal, and control wiring.

C. Delegated-Design Submittal: For irrigation systems indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.04 INFORMATIONAL SUBMITTALS

A. Zoning Chart: Show each irrigation zone and its control valve.

B. Controller Timing Schedule: Indicate timing settings for each automatic controller zone.

C. Field quality-control reports.

1.05 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

1.06 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

PART 2 PRODUCTS

2.01 PIPES, TUBES, AND FITTINGS

A. Comply with requirements in the piping schedule for applications of pipe, tube, and fitting materials, and for joining methods for specific services, service locations, and pipe sizes.

B. Galvanized-Steel Pipe: ASTM A 53/A 53M, Standard Weight, Type E, Grade B.
1. Nipples in first subparagraph below are available in NPS 1/8 to NPS 12 (DN 6 to DN 300).
2. Galvanized-Steel Pipe Nipples: ASTM A 733, made of ASTM A 53/A 53M or ASTM A 106/A 106M, Standard Weight, seamless-steel pipe with threaded ends.
3. Fittings in first subparagraph below are available in NPS 1/4 to NPS 12 (DN 8 to DN 300).
4. Galvanized, Gray-Iron Threaded Fittings: ASME B16.4, Class 125, standard pattern.
5. Unions in first subparagraph below are available in NPS 1/8 to NPS 4 (DN 6 to DN 100).
6. Malleable-Iron Unions: ASME B16.39, Class 150, hexagonal-stock body with ball-and-socket, metal-to-metal, bronze seating surface, and female threaded ends.
7. Flanges in subparagraph below are available in NPS 1 to NPS 96 (DN 25 to DN 2400).
8. Cast-Iron Flanges: ASME B16.1, Class 125.

C. Ductile-Iron Pipe with Push-on Joint: AWWA C151, with push-on-joint bell and spigot ends.
1. Push-on-Joint, Ductile-Iron Fittings: AWWA C110, ductile- or gray-iron standard pattern or AWWA C153, ductile-iron compact pattern.
    a. Gaskets: AWWA C111, rubber.

D. Soft Copper Tube: ASTM B 88, Type L (ASTM B 88M, Type B), water tube, annealed temper.
1. Copper Pressure Fittings: ASME B16.18, cast-copper-alloy or ASME B16.22, wrought-copper solder-joint fittings. Furnish wrought-copper fittings if indicated.
2. Bronze Flanges: ASME B16.24, Class 150, with solder-joint end.
3. Copper Unions: MSS SP-123, cast-copper-alloy, hexagonal-stock body, with ball-and-socket, metal-to-metal seating surfaces and solder-joint or threaded ends.

E. Hard Copper Tube: ASTM B 88, Type L, water tube, drawn temper.
1. Copper Pressure Fittings: ASME B16.18, cast-copper-alloy or ASME B16.22, wrought-copper solder-joint fittings. Furnish wrought-copper fittings if indicated.
2. Bronze Flanges: ASME B16.24, Class 150, with solder-joint end.
3. Copper Unions: MSS SP-123, cast-copper-alloy, hexagonal-stock body, with ball-and-socket, metal-to-metal seating surfaces and solder-joint or threaded ends.

F. PVC Pipe: ASTM D 1785, PVC 1120 compound, Schedule 40.
1. PVC Socket Fittings: ASTM D 2466, Schedule 40.
2. PVC Threaded Fittings: ASTM D 2464, Schedule 80.
3. PVC Socket Unions: Construction similar to MSS SP-107, except both headpiece and tailpiece shall be PVC with socket ends.

G. PVC Pipe, Pressure Rated: ASTM D 2241, PVC 1120 compound, SDR 21.
1. PVC Socket Fittings: ASTM D 2467, Schedule 80.
2. PVC Socket Unions: Construction similar to MSS SP-107, except both headpiece and tailpiece shall be PVC with socket or threaded ends.

2.02 PIPING JOINING MATERIALS

A. Pipe-Flange Gasket Materials: AWWA C110, rubber, flat face, 1/8 inch thick unless otherwise indicated; full-face or ring type unless otherwise indicated.

B. Metal, Pipe-Flange Bolts and Nuts: ASME B18.2.1, carbon steel unless otherwise indicated.

C. Brazing Filler Metals: AWS A5.8/A5.8M, BCuP Series, copper-phosphorus alloys for general-duty brazing unless otherwise indicated.

D. Solder Filler Metals: ASTM B 32, lead-free alloys. Include water-flushable flux according to ASTM B 813.

E. Solvent Cements for Joining PVC Piping: ASTM D 2564. Include primer according to ASTM F 656.

F. Plastic, Pipe-Flange Gasket, Bolts, and Nuts: Type and material recommended by piping system manufacturer unless otherwise indicated.

2.03 MANUAL VALVES

A. Curb Valves:
1. Description:
   a. Standard: AWWA C800.
   b. NPS 1 (DN 25) and Smaller Pressure Rating: **100 psig (690 kPa) minimum.**
   c. NPS 1-1/4 to NPS 2 (DN 32 to DN 50) Pressure Rating: **80 psig (550 kPa) minimum**
   d. Body Material: Brass or bronze with ball or ground-key plug.
   e. End Connections: Matching piping.
   f. Stem: With wide-tee head.

B. Curb-Valve Casing:
1. Standard: Similar to AWWA M44 for cast-iron valve casings.
2. Top Section: Telescoping, of length required for depth of burial of curb valve.
3. Barrel: Approximately 3-inch diameter.
4. Plug: With lettering "WATER."
5. Bottom Section: With base of size to fit over valve.
6. Base Support: Concrete collar.

C. Shutoff Rods for Curb-Valve Casings: Furnish one steel, tee-handle shutoff rod(s) with one pointed end, stem of length to operate deepest buried valve, and slotted end matching curb valve for Project.

D. Brass Ball Valves:
1. Description:
   a. Standard: MSS SP-110.
   b. SWP Rating: 150 psig (1035 kPa).
   c. CWP Rating: 600 psig (4140 kPa).
   d. Body Design: Two piece.
   e. Body Material: Forged brass.
   f. Ends: Threaded or solder joint if indicated.
   g. Seats: PTFE or TFE.
   h. Stem: Brass.
   i. Ball: Chrome-plated brass.
   j. Port: Full.

E. Bronze Ball Valves:
1. Description:
   a. Standard: MSS SP-110.
   b. SWP Rating: 150 psig (1035 kPa).
   c. CWP Rating: 600 psig (4140 kPa).
   d. Body Design: Two piece.
   e. Body Material: Bronze.
   f. Ends: Threaded or solder joint if indicated.
   g. Seats: PTFE or TFE.
   h. Stem: Bronze.
   i. Ball: Chrome-plated brass.
   j. Port: Full.

F. Iron Ball Valves:
1. Description:
   a. Standard: MSS SP-72.
   b. CWP Rating: 200 psig (1380 kPa).
   c. Body Design: Split body.
   d. Body Material: ASTM A 126, gray iron.

e. Ends: Flanged.
f. Seats: PTFE or TFE.
g. Stem: Stainless steel.
h. Ball: Stainless steel.
i. Port: Full.

G. Plastic Ball Valves:
1. Description:
a. Standard: MSS SP-122.
b. Pressure Rating: 125 psig (860 kPa) minimum.
c. Body Material: PVC.
d. Type: Union.
e. End Connections: Socket or threaded.
f. Port: Full.

H. Iron Gate Valves, Resilient Seated:
1. Description:
a. Standard: AWWA C509.
b. Pressure Rating: **200 psig (1380 kPa)** minimum.
c. Body Material: Ductile or gray iron with bronze trim.
d. End Connections: Mechanical joint or push-on joint.
e. Interior Coating: Comply with AWWA C550.
f. Body Design: Non-rising stem.
g. Operator: Stem nut.
h. Disc: Solid wedge with resilient coating.

I. Iron Gate Valve Casings:
1. Standard: AWWA M44 for cast-iron valve casings.
2. Top Section: Adjustable extension of length required for depth of burial of valve.
3. Barrel: Approximately 5-inch diameter.
4. Plug: With lettering "WATER."
5. Bottom Section: With base of size to fit over valve.
6. Base Support: Concrete collar.

J. Operating Wrenches for Iron Gate Valve Casings: Furnish one steel, tee-handle operating wrench(es) with one pointed end, stem of length to operate deepest buried valve, and socket matching valve operating nut for Project.

2.04 AUTOMATIC CONTROL VALVES

A. Bronze, Automatic Control Valves:
1. Description: Cast-bronze body, normally closed, diaphragm type with manual-flow adjustment, and operated by 24-V ac solenoid.

B. Plastic, Automatic Control Valves:
1. Description: Molded-plastic body, normally closed, diaphragm type with manual-flow adjustment, and operated by 24-V ac solenoid.

2.05 AUTOMATIC DRAIN VALVES

A. Description: Spring-loaded-ball type of corrosion-resistant construction and designed to open for drainage if line pressure drops below 2-1/2 to 3 psig (17 to 20 kPa).

2.06 SPRINKLERS

A. General Requirements: Designed for uniform coverage over entire spray area indicated at available water pressure.

B. Plastic, Pop-up, Gear-Drive Rotary Sprinklers:
1. Description:
a. Body Material: ABS.

b. Nozzle: ABS.
c. Retraction Spring: Stainless steel.
d. Internal Parts: Corrosion resistant.

C. Plastic, Surface, Pop-up Spray Sprinklers:
1. Description:
a. Body Material and Flange: ABS.
b. Pattern: Fixed, with flow adjustment.

D. Plastic Shrub Sprinklers:
1. Description:
a. Body Material: ABS or other plastic.
b. Pattern: Fixed, with flow adjustment.
c. Nozzle: Shrub spray, stream spray, or bubbles.

2.07 QUICK COUPLERS

A. Description: Factory-fabricated, bronze or brass, two-piece assembly. Include coupler water-seal valve; removable upper body with spring-loaded or weighted, rubber-covered cap; hose swivel with ASME B1.20.7, 3/4-11.5NH threads for garden hose on outlet; and operating key.
1. Locking-Top Option: Vandal-resistant locking feature. Include one.

2.08 CONTROLLERS

A. Description:
1. Controller Stations for Automatic Control Valves: Each station is variable from approximately 5 to 60 minutes. Include switch for manual or automatic operation of each station.
2. Exterior Control Enclosures: NEMA 250, Type 4, weatherproof, with locking cover and two matching keys; include provision for grounding.
a. Body Material: Molded plastic.
b. Mounting: Surface type for wall.
3. Control Transformer: 24-V secondary, with primary fuse.
4. Timing Device: Adjustable, 24-hour, 14-day clock, with automatic operations to skip operation any day in timer period, to operate every other day, or to operate two or more times daily.
a. Manual or Semiautomatic Operation: Allows this mode without disturbing preset automatic operation.
b. Nickel-Cadmium Battery and Trickle Charger: Automatically powers timing device during power outages.
c. Surge Protection: Metal-oxide-varistor type on each station and primary power.
5. Moisture Sensor: Adjustable from one to seven days, to shut off water flow during rain.
6. Wiring: UL 493, Type UF multiconductor, with solid-copper conductors; insulated cable; suitable for direct burial.
a. Feeder-Circuit Cables: No. 12 AWG minimum, between building and controllers.
b. Low-Voltage, Branch-Circuit Cables: No. 14 AWG minimum, between controllers and automatic control valves; color-coded different from feeder-circuit-cable jacket color; with jackets of different colors for multiple-cable installation in same trench.
c. Splicing Materials: Manufacturer's packaged kit consisting of insulating, spring-type connector or crimped joint and epoxy resin moisture seal; suitable for direct burial.
7. Concrete Base: Reinforced precast concrete not less than 36 by 24 by 4 inches thick, and 6 inches greater in each direction than overall dimensions of controller. Include opening for wiring.

2.09 BOXES FOR AUTOMATIC CONTROL VALVES

A. Plastic Boxes:
1. Description: Box and cover, with open bottom and openings for piping; designed for installing flush with grade.
a. Size: As required for valves and service.
b. Shape: Round, Square, or Rectangular.

c. Sidewall Material: PE, ABS, or FRP.
d. Cover Material: PE, ABS, or FRP.
1) Lettering: "VALVE BOX."

B. Drainage Backfill: Cleaned gravel or crushed stone, graded from 3/4 inch (19 mm) minimum to 3 inches (75 mm) maximum.

PART 3 EXECUTION

3.01 EARTHWORK

A. Excavating, trenching, and backfilling are specified in Section 312000 "Earth Moving."

B. Drain Pockets: Excavate to sizes indicated. Backfill with cleaned gravel or crushed stone, graded from 3/4 to 3 inches (19 to 75 mm)to 12 inches (300 mm) below grade. Cover gravel or crushed stone with sheet of asphalt-saturated felt and backfill remainder with excavated material.

C. Provide minimum cover over top of underground piping according to the following:
1. Irrigation Main Piping: Minimum depth of 30 inches below.
2. Circuit Piping: 12 inches (300 mm).
3. Drain Piping: 12 inches (300 mm).
4. Sleeves: 24 inches (600 mm).

3.02 PIPING INSTALLATION

A. Location and Arrangement: Drawings indicate location and arrangement of piping systems. Install piping as indicated unless deviations are approved on Coordination Drawings.

B. Install piping at minimum uniform slope of 0.5 percent down toward drain valves.

C. Install piping free of sags and bends.

D. Install groups of pipes parallel to each other, spaced to permit valve servicing.

E. Install fittings for changes in direction and branch connections.

F. Install unions adjacent to valves and to final connections to other components with NPS 2 (DN 50) or smaller pipe connection.

G. Install flanges adjacent to valves and to final connections to other components with NPS 2-1/2 (DN 65) or larger pipe connection.

H. Install underground thermoplastic piping according to ASTM D 2774.

I. Install expansion loops in control-valve boxes for plastic piping.

J. Lay piping on solid subbase, uniformly sloped without humps or depressions.

K. Install ductile-iron piping according to AWWA C600.

L. Install PVC piping in dry weather when temperature is above 40 deg F (5 deg C). Allow joints to cure at least 24 hours at temperatures above 40 deg F (5 deg C) before testing.

3.03 JOINT CONSTRUCTION

A. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.

B. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.

C. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:
1. Apply appropriate tape or thread compound to external pipe threads unless dry seal threading is specified.
2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.

D. Flanged Joints: Select rubber gasket material, size, type, and thickness for service application. Install gasket concentrically positioned. Use suitable lubricants on bolt threads.

E. Ductile-Iron Piping Gasketed Joints: Comply with AWWA C600 and AWWA M41.

F. Copper-Tubing Brazed Joints: Construct joints according to CDA's "Copper Tube Handbook," using copper-phosphorus brazing filler metal.

G. Copper-Tubing Soldered Joints: Apply ASTM B 813 water-flushable flux to tube end unless otherwise indicated. Construct joints according to ASTM B 828 or CDA's "Copper Tube Handbook," using lead-free solder alloy (0.20 percent maximum lead content) complying with ASTM B 32.

H. PE Piping Fastener Joints: Join with insert fittings and bands or fasteners according to piping manufacturer's written instructions.

I. PVC Piping Solvent-Cemented Joints: Clean and dry joining surfaces. Join pipe and fittings according to the following:
   1. Comply with ASTM F 402 for safe-handling practice of cleaners, primers, and solvent cements.
   2. PVC Pressure Piping: Join schedule number, ASTM D 1785, PVC pipe and PVC socket fittings according to ASTM D 2672. Join other-than-schedule-number PVC pipe and socket fittings according to ASTM D 2855.
   3. PVC Non-pressure Piping: Join according to ASTM D 2855.

3.04 VALVE INSTALLATION

A. Underground Curb Valves: Install in curb-valve casings with tops flush with grade.

B. Underground Iron Gate Valves, Resilient Seat: Comply with AWWA C600 and AWWA M44. Install in valve casing with top flush with grade.
   1. Install valves and PVC pipe with restrained, gasketed joints.

C. Aboveground Valves: Install as components of connected piping system.

D. Throttling Valves: Install in underground piping in boxes for automatic control valves.

E. Drain Valves: Install in underground piping in boxes for automatic control valves.

3.05 SPRINKLER INSTALLATION

A. Install sprinklers after hydrostatic test is completed.

B. Install sprinklers at manufacturer's recommended heights.

C. Locate part-circle sprinklers to maintain a minimum distance of 4 inches from walls and 2 inches from other boundaries unless otherwise indicated.

3.06 AUTOMATIC IRRIGATION-CONTROL SYSTEM INSTALLATION

A. Install control cable in same trench as irrigation piping and at least 2 inches below or beside piping. Provide conductors of size not smaller than recommended by controller manufacturer. Install cable in separate sleeve under paved areas.

3.07 IDENTIFICATION

A. Identify system components.

B. Equipment Nameplates and Signs: Install engraved plastic-laminate equipment nameplates and signs on each automatic controller.
   1. Text: In addition to identifying unit, distinguish between multiple units, inform operator of operational requirements, indicate safety and emergency precautions, and warn of hazards and improper operations.

3.08 FIELD QUALITY CONTROL

A. Perform tests and inspections.

B. Tests and Inspections:
   1. Leak Test: After installation, charge system and test for leaks. Repair leaks and retest until no leaks exist.
   2. Operational Test: After electrical circuitry has been energized, operate controllers and automatic control valves to confirm proper system operation.

3. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

C. Any irrigation product will be considered defective if it does not pass tests and inspections.

D. Prepare test and inspection reports.

3.09 ADJUSTING

A. Adjust settings of controllers.

B. Adjust automatic control valves to provide flow rate at rated operating pressure required for each sprinkler circuit.

C. Adjust sprinklers and devices, except those intended to be mounted above ground, so they will be flush with, or not more than 1/2 inch (13 mm) above, finish grade.

3.10 PIPING SCHEDULE

A. Install components having pressure rating equal to or greater than system operating pressure.

B. Piping in control-valve boxes and aboveground may be joined with flanges or unions instead of joints indicated.

C. Underground irrigation main piping, shall be one of the following:
1. Schedule 40, PVC pipe and socket fittings, and solvent-cemented joints.

D. Circuit piping, shall be one of the following:
1. Schedule 40, PVC pipe and socket fittings; and solvent-cemented joints.

E. Underground Branches and Offsets at Sprinklers and Devices: Schedule 80, PVC pipe; threaded PVC fittings; and threaded joints.
1. Option: Plastic swing-joint assemblies, with offsets for flexible joints, manufactured for this application.

F. Risers to Aboveground Sprinklers and Specialties: Schedule 80, PVC pipe and socket fittings; and solvent-cemented joints.

G. Drain piping shall be one of the following:
1. Schedule 40, PVC pipe and socket fittings; and solvent-cemented joints.

3.11 VALVE SCHEDULE

A. Underground, Shutoff-Duty Valves: Use the following:
1. NPS 2 (DN 50) and Smaller: Curb valve, curb-valve casing, and shutoff rod.
2. NPS 3 (DN 80) and Larger: Iron gate valve, resilient seated; iron gate valve casing; and operating wrench(es).

B. Aboveground, Shutoff-Duty Valves:
1. NPS 2 (DN 50) and Smaller: Plastic ball valve.
2. NPS 2-1/2 (DN 65) and Larger: Iron ball valve.

C. Throttling-Duty Valves:
1. NPS 2 (DN 50) and Smaller: Plastic automatic control valve.
2. NPS 2 (DN 50) and Smaller: Plastic ball valve.
3. NPS 2-1/2 and NPS 3 (DN 65 and DN 80): Plastic automatic control valve.
4. NPS 2-1/2 and NPS 3 (DN 65 and DN 80): Iron ball valve.

D. Drain Valves:
1. NPS 1/2 and NPS 3/4 (DN 15 and DN 20): Automatic drain valve.
2. NPS 1/2 and NPS 3/4 (DN 15 and DN 20): Plastic ball valve.
3. NPS 1 to NPS 2 (DN 25 to DN 50): Plastic ball valve.

END OF SECTION 328400

SECTION 329200
TURF AND GRASSES

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:
   1. Seeding.
   2. Sodding.

1.02 DEFINITIONS

A. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. This includes insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. It also includes substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.

B. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth. See drawing designations for planting soils.

1.03 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.04 INFORMATIONAL SUBMITTALS

A. Certification of grass seed.
   1. Certification of each seed mixture for turfgrass sod.

B. Product certificates.

1.05 QUALITY ASSURANCE

A. Installer Qualifications: A qualified landscape Installer whose work has resulted in successful turf establishment.
   1. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.
   2. Before retaining "Personnel Certifications" Subparagraph below, verify availability of qualified individuals in Project area.
   3. Personnel Certifications: Installer's field supervisor shall have certification in one of the following categories from the Professional Landcare Network:
      a. Landscape Industry Certified Technician - Exterior.
      b. Landscape Industry Certified Lawncare Manager.
      c. Landscape Industry Certified Lawncare Technician.
   4. Pesticide Applicator: State licensed, commercial.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Seed and Other Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of compliance with state and Federal laws, as applicable.

B. Sod: Harvest, deliver, store, and handle sod according to requirements in "Specifications for Turfgrass Sod Materials" and "Specifications for Turfgrass Sod Transplanting and Installation" sections in TPI's "Guideline Specifications to Turfgrass Sodding." Deliver sod within 24 hours of harvesting and in time for planting promptly. Protect sod from breakage and drying.

PART 2 PRODUCTS

2.01 SEED

A. Grass Seed: Fresh, clean, dry, new-crop seed complying with AOSA's "Rules for Testing Seeds" for purity and germination tolerances.

B. Seed Species:

1. Quality: Seed of grass species as listed below for solar exposure, with not less than 85 percent germination, not less than 95 percent pure seed, and not more than 0.5 percent weed seed:
2. Species as listed on plans.

2.02 TURFGRASS SOD

A. Turfgrass Sod: Number 1 Quality/Premium, including limitations on thatch, weeds, diseases, nematodes, and insects, complying with "Specifications for Turfgrass Sod Materials" in TPI's "Guideline Specifications to Turfgrass Sodding." Furnish viable sod of uniform density, color, and texture that is strongly rooted and capable of vigorous growth and development when planted.

B. Turfgrass Species: Sod of grass species as listed on plans.

2.03 FERTILIZERS

A. Commercial Fertilizer: Milorganite Fertilizer. Apply at suggested rate.

2.04 MULCHES

A. Sphagnum Peat Mulch: Partially decomposed sphagnum peat moss, finely divided or of granular texture, and with a pH range of 3.4 to 4.8.

B. Compost Mulch: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 1-inch (25-mm) sieve; soluble salt content of 2 to 5 decisiemens/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:

2.05 PESTICIDES

A. General: Pesticide, registered and approved by the EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.

PART 3 EXECUTION

3.01 TURF AREA PREPARATION

A. General: Prepare planting area for soil placement and mix planting soil.

B. Reduce elevation of planting soil to allow for soil thickness of sod.

C. Moisten prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

D. Before planting, obtain Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

3.02 SEEDING

A. Sow seed with spreader or seeding machine. Do not broadcast or drop seed when wind velocity exceeds 5 mph (8 km/h).
1. Evenly distribute seed by sowing equal quantities in two directions at right angles to each other.
2. Do not use wet seed or seed that is moldy or otherwise damaged.
3. Do not seed against existing trees. Limit extent of seed to outside edge of planting saucer.

B. Sow seed at a total rate of as specified on plans.

C. Rake seed lightly into top 1/8 inch of soil, roll lightly, and water with fine spray.

D. Protect seeded areas with slopes not exceeding 1:6 by spreading prairie hay mulch. Spread uniformly at a minimum rate of 2 tons/acre to form a continuous blanket 1-1/2 inches in loose thickness over seeded areas.
1. Anchor straw mulch by crimping into soil with suitable mechanical equipment.

3.03 SODDING

A. Lay sod within 24 hours of harvesting. Do not lay sod if dormant or if ground is frozen or muddy.

B. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod; do not stretch or overlap. Stagger sod strips or pads to offset joints in adjacent courses. Avoid damage to soil or sod during installation. Tamp and roll lightly to ensure contact with soil, eliminate air pockets, and form a smooth surface. Work sifted soil or fine sand into minor cracks between pieces of sod; remove excess to avoid smothering sod and adjacent grass.
   1. Lay sod across slopes exceeding 1:3.
   2. Anchor sod on slopes exceeding 1:6 with wood pegs or steel staples spaced as recommended by sod manufacturer but not less than two anchors per sod strip to prevent slippage.

C. Saturate sod with fine water spray within two hours of planting. During first week after planting, water daily or more frequently as necessary to maintain moist soil to a minimum depth of 1-1/2 inches below sod.

3.04 TURF MAINTENANCE

A. General: Maintain and establish turf by watering, fertilizing, weeding, mowing, trimming, replanting, and performing other operations as required to establish healthy, viable turf. Roll, regrade, and replant bare or eroded areas and remulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.

B. Mow turf as soon as top growth is tall enough to cut. Repeat mowing to maintain specified height without cutting more than one-third of grass height. Remove no more than one-third of grass-leaf growth in initial or subsequent mowings.

3.05 SATISFACTORY TURF

A. Turf installations shall meet the following criteria as determined by Architect:
   1. Satisfactory Seeded Turf: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 95 percent and bare spots not exceeding 5 by 5 inches.
   2. Satisfactory Sodded Turf: At end of maintenance period, a healthy, well-rooted, even-colored, viable turf has been established, free of weeds, open joints, bare areas, and surface irregularities.

B. Use specified materials to reestablish turf that does not comply with requirements, and continue maintenance until turf is satisfactory.

END OF SECTION 329200