

**PROJECT #2027
Office Renovation
Woodman Elementary School
WICHITA, KANSAS**

FEBRUARY 2020

**UNIFIED SCHOOL DISTRICT #259
SEDGWICK COUNTY
WICHITA, KANSAS**

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THE WICHITA PUBLIC SCHOOLS DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, ANCESTRY, NATIONAL ORIGIN, RELIGION, SEX, DISABILITY, AGE, VETERAN STATUS, OR ANY OTHER LEGALLY PROTECTED CLASSIFICATION. PERSONS HAVING INQUIRIES MAY CONTACT THE SCHOOL DISTRICT'S TITLE IX DIRECTOR/ADA/SECTION 504 COORDINATOR FOR ADULTS AT (316) 973-4420, OR SECTION 504 COORDINATOR FOR STUDENTS AT (316) 973-4650, 903 S. EDGEMOOR WICHITA, KS 67218.

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SECTION 00020
INVITATION TO BID

Bid #20-42-0027

Notice is given hereby that the
BOARD OF EDUCATION
UNIFIED SCHOOL DISTRICT NO. 259
WICHITA, KANSAS

will accept proposals for

OFFICE RENOVATION
WOODMAN ELEMENTARY SCHOOL

According to Drawings and Specifications prepared.

Bid Opening: February 20, 2020 3:00 p.m.

Sealed bids will be received on E-Bid by the Owner at the USD 259 Service Center, 3850 North Hydraulic, Wichita, KS 67219, on or before the date and time specified above or as directed by an authorized USD 259 addendum. The time of receipt shall be determined by the time clock stamp on E-Bid. Bids received after that time will not be accepted. Bids will be opened and read aloud at the Alvin E. Morris Administrative Center, Purchasing Conference Room 203A, 903 S Edgemoor, Wichita, KS 67218. Interested parties are invited to attend.

Proposed Contract Documents are available to be examined at: **Owner's Office, School Service Center, 3850 North Hydraulic, Wichita, KS 67219.**

Bid security in the amount of 5% of the base bid will be required to accompany bids. These will need to be scanned into the E-Bid System prior to bid closing. The original bid bond must be received by Director of Design and Construction at 3850 N Hydraulic Wichita, KS 67219 before contract will be signed and sent to successful bidder. Proposal bonds/bid or cashiers/certified checks will be acceptable. Personal checks or business checks will NOT be accepted.

The Prime Contractor can submit a bid for this project. For purposes herein the Prime Contractor means: the district Pre-Approved General Contractor. See specifications INSTRUCTIONS TO BIDDERS – Section 00100, SUBCONTRACTORS 1.16 for subcontractor pre-approval requirements.

All bid specification and drawing questions must be submitted by email, by the date and time specified on E-Bid, enabling the Project Representative to provide a well-researched answer to all bidding parties and issue a response by addendum.

The owner reserves the right to reject any or all proposals and to waive irregularity in the bidding process.

USD 259 desires to allow as many vendors as possible the opportunity to participate, including DBE (Disadvantaged Business Enterprise), MBE (Minority Business Enterprise) and WBE (Women's Business Enterprise) businesses, in the roles of providing goods and services to the District. If your company is not a DBE, MBE or WBE, your efforts to contract with vendors who are DBE's, MBE's or WBE's, will be appreciated.

Any visitor entering any USD 259 school – who will have the opportunity to interact with students during bell hours – will be required to sign in using this system. *Bell hours are 10 minutes before and 10 minutes after the period of a normal school day (ex: 7:50 a.m. to 3:20 p.m. for an 8 a.m. start school).*

Visitors who will be required to use this system include:

- *Parents, guardians and other visitors who will volunteer in or observe classrooms or student activity areas.*
- *Parents, guardians or other appropriate visitors who eat lunch with their student, who may be at school for a birthday celebration or classroom activity, or who may drive for a field trip.*
- *Vendors and other community partners who have access to our building's hallways to execute their work duties.*

Driver's license or government-issued ID card will be used to check you in to the building. Name and birthdate will be instantly captured, and within seconds, you will receive a date-specific visitors ID badge to wear in school. Visitor IDs will be scanned against national sexual offender data bases to ensure the safety and security of our school environment. This will occur in a matter of seconds. Should a non-authorized visitor attempt to enter a school, both school leaders and our district's safety personnel will be alerted.

Each time a visitor checks in, a custom ID badge will be provided.

WHENEVER vendors are at a District site, they must have a photo ID badge with their company name, and sign in at the office immediately upon arrival if the office is open.

SECTION 00100
INSTRUCTIONS TO BIDDERS

1.01 THE WORK:

OFFICE RENOVATION

- WOODMAN ELEMENTARY SCHOOL

1.02 SECURING DOCUMENTS

- A. Copies of the proposed Contract Documents may be obtained from: USD# 259 via E-Bid at <https://259ebid.ionwave.net/Login.aspx>

1.03 BID

- A. In order to receive consideration, make proposals in strict accordance with the following.
1. Make proposals using the E-Bid System with all items filled out. Unauthorized conditions, limitations, or provisions listed on the proposal will be cause for rejection of the bid. If authorized explanations are made for any reason, explain with a signed statement from the bidder.
 2. No telegraphic/faxed proposal will be considered. No proposals received after the time fixed for receiving them will be considered. Late proposals will not be accepted by the E-Bid System. It is the sole responsibility of the bidder to see that his proposal or modification is received on time.

1.04 BID BONDS

- A. Bid security in the amount stated in the invitation to bid must accompany each bid as a scanned document. The successful bidder's security will be retained until he has signed the Contract and has furnished the required Bonds and Certificates of Insurance.
- B. The Owner reserves the right to retain the security of all bidders until the successful bidder enters into the Contract or until 30 days after bid opening, whichever is sooner. Other bid security will be returned as soon as practicable. If any bidder refuses to enter into a Contract, the Owner may retain his bid security as liquidated damages but not as a penalty.

1.05 EXAMINATION OF DOCUMENTS AND SITES OF WORK

- A. Before submitting a proposal, each bidder shall examine carefully all Contract Documents and must visit the sites of the Work. There will be a **mandatory pre-bid conference/walk-through on February 11, 2020 at 7:30 a.m. Meet a Woodman Elementary School, 2500 S. Hiram St, Wichita, KS 67217. If the pre-bid is not attended, a bid will not be accepted.** Each bidder shall fully inform himself prior to bidding as to existing conditions and limitations under which the work is to be performed, and shall include in his bid a sum to cover the cost of items necessary to perform the Work as set forth in the Contract Documents. All project dimensions and quantities must be field verified by the bidder. No allowance will be made to a bidder because of lack of such examination or knowledge. The submission of a proposal will be considered as conclusive evidence that the bidder has made such examination.
- B. All bid specification and drawing questions must be submitted by email, by the date and time specified on E-Bid, enabling the Project Representative to provide a well-researched answer to all bidding parties and issue a response by addendum.

1.06 QUALITY ASSURANCE

- A. All designs, clearances, workmanship and material, unless specifically accepted, shall be in accordance with all codes having legal jurisdiction.
- B. Any and all applicable standards and/or referenced regulatory requirements for this project shall comply with the latest federal, state, county, and local rules and regulations.
- C. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- D. Should any work indicated be substandard to any ordinances, laws, codes, rules or regulations bearing on work, the Contractor shall execute work accordingly, without increased cost to the Owner, but not until he has referred such variances for Owner approval.

1.07 PROOF OF COMPETENCY OF BIDDER

- A. The bidder will be required to complete and file with the Owner a contractor's qualification form AIA #A305 prior to requesting permission to bid the project. A bidder may be required to furnish further evidence satisfactory to the Owner that he and his proposed subcontractors have sufficient means and experience in the types of work called for, to assure completion of the contract in a satisfactory manner.

1.08 WITHDRAWAL OF BIDS

- A. Bidder may withdraw his proposal, using the E-Bid System at any time prior to the scheduled that the bid is to close.
- B. No bidder may withdraw his proposal for a period of ninety calendar days after the date set for opening thereof, and bids shall be subject to acceptance by the owner during this period.

1.09 AWARD OR REJECTION OF BIDS

- A. The Contract, if awarded, will be awarded to the responsible bidder who has proposed the lowest total base bid, subject to the Owner's right to reject any or all bids and to waive informality and irregularity in the bids and in the bidding. The Owner reserves the right to award a contract to one or more responsible bidders if more than one contract is deemed advantageous to the District. If more than one bidder is selected, each bidder will be awarded a contract for their bid for that site.

1.10 EXECUTION OF AGREEMENT

- A. The form of agreement which the successful bidder will be required to execute is included in the Project Manual.
- B. The bidder to whom the Contract is awarded shall, within five calendar days after notice of award and receipt of Agreement forms from the Owner, sign and deliver required copies to the Owner.
- C. At or prior to delivery of the signed Agreement, the bidder to whom the Contract is awarded shall deliver to the Owner those Certificates of Insurance required by the Contract Documents, Certification Regarding Debarment and Suspension statement and such Bonds as are required by the Owner.
- D. Bonds and certificates of Insurance shall be approved by the Owner before the successful bidder may proceed with the Work. Delay in providing Bonds or certificates of Insurance in a form satisfactory to the Owner shall not extend contract completion time.

- E. In scheduling, allow at least ten working days for obtaining signatures from owner on contracts.
- F. The successful bidder must have on file with the owner a Taxpayer Identification Number Form (substitute W-9 form). A copy of this form is included on E-Bid. This form is not required at the bid opening but should be completed and returned to Purchasing Department, 903 S. Edgemoor, Wichita, KS 67218.
- G. Upon receipt of the signed Agreement, contractor shall provide list of sub-contractors complete with contact name, address and phone number, their ethnicity and indicating whether they are MBE (Minority Business Enterprise) or WBE (Woman's Business Enterprise), etc. and the cost for their portion of the work. A form for that purpose is on E-Bid.
- H. Failure to sign and submit Certification Regarding Debarment and Suspension statement with the bid (on E-Bid) may be cause for rejection of bid.

1.11 CONSTRUCTION TIME AND LIQUIDATED DAMAGES

- A. The agreement will include a stipulation that the work will be completed on or before August 1, 2020 following receipt of the Owner's Notice to Proceed.

NIGHTS AND WEEKEND WORK WILL BE ALLOWED BUT NOT REQUIRED.

- B. Time is of the essence of this Agreement and Owner will suffer financial loss if the Work is not completed within the time specified in A above plus any extensions granted in accordance with 4.3.7 of District Modified AIA Document A201-2007. The amount of actual damages the Owner will incur from a delay of completion of the Work is not easily and readily determinable. Accordingly, instead of requiring proof, Contractor shall pay to Owner liquidated damages for delay (but not as a penalty) the sum of Five Hundred Dollars (\$500.00) per calendar day, after the agreed Substantial Completion Date that the Work is not certified by the Owner as being substantially complete.

1.12 EQUAL EMPLOYMENT OPPORTUNITY

- A. Each Bidder is required to submit with his proposal, (unless he has on file with the Owner his firm's Equal Employment Opportunities Plan), a written statement as to what affirmative action has been or will be taken which will result in Equal Employment Opportunity. The statement should not be limited to minority races but should include economically disadvantaged.
- B. The successful bidder hereby agrees that as the Contractor, he shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the contract because of race, religion, color, sex, national origin, ancestry or handicap.

- C. In all solicitations or advertisements for employees, he shall include the phrase "equal opportunity employer," or a similar phrase to be approved by the Kansas Commission on Civil Rights.
- D. If the Contractor fails to comply with the manner in which he reports to the Kansas Commission on Civil Rights in accordance with the provisions of the Kansas Act Against Discrimination, he shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the Board of Education.
- E. If the Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Kansas Commission of Civil Rights which has become final, he shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the Board of Education.
- F. The contractor shall include all the above provisions in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

1.13 PLAN REVIEW AND PERMIT FEE

- A. Plan Review and Permit fees, shall be included in the base bid and are the responsibility of the Contractor.
- B. The contractor shall secure an additional set of approved prints from the approving authority and forward to the Owner when approval has been granted.

1.14 MATERIAL SUBSTITUTIONS

- A. Bidders, manufacturers, supply companies, etc., who desire to propose a product or material or equipment that is equal to or exceeds that specified, shall submit to the Owner at 3850 N. Hydraulic, Wichita, KS 67219 complete information and data verifying that the material meets or exceeds the Owner's specifications 5 business days prior to the letting date to allow time for a fair evaluation of the request for substitution, as well as time to notify all bidders of the decision concerning that product. **NO SUBSTITUTIONS WITHOUT APPROVAL PRIOR TO BIDDING.**
- B. Submit three paper copies (e-mails are acceptable) of each request for consideration. Identify product or fabrication or installation method to be replaced. Include specification page number and Section number and title and Drawing numbers and titles.
 - 1. Submit the substitution request form: CSI Form 13.1A
 - 2. Documentation: Show compliance with requirements for substitutions and the following:
 - a. A detailed comparison (possible spreadsheet) of the specified product and the proposed substitution. Examples could be weight, size, durability, visual effect, sustainable design characteristics and/or warranties.

- b. Product Data, including drawings, descriptions of products, fabrication and installation procedures and certified test results attesting to the proposed product equivalence. BURDEN OF PROOF IS ON PROPOSER.
 - c. Samples (when requested).
 - d. List of similar installations for completed projects with project names and addresses and names and addresses of owners.
 - e. Identify and explain all interface ramifications of the proposed substitution.
3. Owner's Action: If necessary, Owner will request additional information or documentation for evaluation. Owner will notify Contractor of acceptance or rejection of proposed substitution.

1.15 FORMS INCLUDED ON E-BID

- A. Samples of forms to be used in the course of this contract are included on E-Bid for clarification purposes only. It is the responsibility of the contractor to use AIA forms in conformance with copyright laws.

1.16 SUBCONTRACTORS

- A. If major subcontractors are required on the project, the proposed subcontractors shall be listed on the bid form on E-Bid in the area provided. Only Subcontractors that have been approved by the owner prior to the bid letting shall be proposed. Proposing Subcontractors not approved by owner may be cause for rejection of bid. Proposed Subcontractors shall not be changed after the awarding of the contract. The Approved Contractors List can be found on our website at <http://www.usd259.org> on the Design and Constructions Department page.
- B. The following Contractors require Approval:
 - a. General Contractors
 - b. Asbestos Contractors
 - c. Mechanical Contractors
 - d. Electrical Contractors
 - e. Data Communication/Leviton
 - f. Turf Field System Contractors
 - g. Tennis Court Installation Contractors
 - h. Swimming Pool Installation Contractors
 - i. Track Installation Contractors
 - j. Davis-Bacon General Contractors

SECTION 00700
AIA GENERAL CONDITIONS

DISTRICT MODIFIED AIA DOCUMENT A 201 "GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION", 2007 EDITION, HEREINAFTER REFERRED TO AS "AIA GENERAL CONDITIONS", IS HEREBY MADE A PART OF THIS SPECIFICATION, AS IF HERETO ATTACHED OR HEREIN REPEATED. THE CONTRACTOR SHALL CONSULT THIS DOCUMENT AND BECOME INTIMATELY FAMILIAR WITH ITS CONTENTS BEFORE SUBMITTING HIS BID. COPIES ARE AVAILABLE AND ATTACHED IN THE E-BID SYSTEM. THE AIA ADDITIONS AND DELETIONS REPORT IS AVAILABLE UPON REQUEST.

SECTION 00800
SUPPLEMENTARY CONDITIONS

PART 1 GENERAL

1.01 GENERAL CONDITIONS

- A. The General Conditions of the Contract for Construction No. A-201, latest edition, as published by the American Institute of Architects, except as the same may be modified herewith, is hereby made a part of the Contract Documents.

1.02 WARRANTY

- A. One-year warranty is required on this project.
- B. Costs of repair or replacement shall not accrue to the owner including repair or replacement of other work disturbed by or because of repair or replacement.
- C. Guarantees which are standard guarantees provided by a manufacturer for this product shall be received by the contractor filled out completely and filed with the company for the owner. Certificates or registration stubs shall be included with the as built drawings submitted for the owner upon completion of the work.
- D. When written guarantee is required the document shall include the following information:
 - 1.
 - a. Name and address of project and owner
 - b. Article, and material or system covered,
 - c. Name and address of installing contractor,
 - d. Name and address of prime contractor,
 - e. Signature of individual authorized to sign contracts for the company issuing the guarantee.
 - 2. The following terms (minimum) shall be incorporated: One year or as specified from "date of substantial completion". The article, material or system is free from defective materials or workmanship.

1.03 TAXES IN LIEU OF GENERAL CONDITION

- A. Materials and equipment incorporated into this project are exempt from the payment of sales tax under the laws of the State of Kansas, and such sales tax shall not be included in the proposal of the Bidder. Excise tax or hidden tax shall be paid by the Contractor and be included in the proposal of the Bidder.
- B. The Owner will provide the Contractor with an exemption number within ten days of the contract date. Should the Owner fail to provide an exemption certificate to the contractor, the Contractor shall immediately notify the Owner in writing.

- C. Upon issuance of a proper exemption certificate to the Contractor, the contractor shall assume full responsibility for his own proper use of the certificate, and shall pay all the cost of any legally assessed penalties relating to the Contractor's improper use of the exemption certificate. The contractor shall comply with all statutes of the State of Kansas related to sales tax exemption.
- D. A State of Kansas project completion certificate shall be presented to the owner upon completion of the job.

1.04 SAFETY OF PERSONS AND PROPERTY

- A. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:
 - 1. All employees on the Work and all other persons who may be affected thereby.
 - 2. All the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site.
- B. The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property, to protect them from damage, injury or loss. He shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

1.05 INSURANCE

If at any time during the term of this contract or any extension thereof, any required policies of insurance should expire, or are canceled, it will be the responsibility of the contractor to furnish USD 259 a Certificate of Insurance indicating renewal or an acceptable replacement of the expiring policy prior to the expiration or cancellation date so that there will be no lapse in any coverage. USD 259 shall be named as an additional insured. The following minimum coverage is generally required of vendors providing services:

Contractor shall provide the following minimum insurance coverage.

The requirements set forth below are based on insurance provisions and requirements set for in Article 11 of District Modified AIA Document A201, General conditions of the contract for Construction, and the completion of these instructions is presumed to be based thereon.

A. CONTRACTOR’S LIABILITY INSURANCE

Concerning the insurance described in Paragraph 11.1 of District Modified AIA Document A201, 2007 Edition, specify the following limits:

1. Worker’s Compensation and Employers Liability: Statutory

Bodily Injury by Accident	\$100,000 Each Accident
Bodily Injury by Disease	\$500,000 Policy Limit
Bodily Injury by Disease	\$100,000 Each Employee

Officers who will be on the job site SHALL be included.

2. Commercial General Liability (including Premises-Operations; Products and Completed Operations, XCU cannot be excluded)

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

The General Liability policy shall include a General Aggregate. Such General Aggregate shall be not less than \$2,000,000. Policy shall be endorsed to have a per project aggregate.

3. Umbrella Excess Liability:

Each Occurrence Limit	\$2,000,000
Aggregate	\$2,000,000

4. Automobile Liability (owned, non-owned, hired):

Bodily Injury:	
\$ Each Person	\$ 250,000
\$ Each Accident	\$ 500,000
Property Damage:	
\$ Each Occurrence	\$ 250,000
or	\$1,000,000 combined single limit

B. PROPERTY INSURANCE

Concerning the insurance described in Paragraphs 11.2 and 11.4 of AIA Document A201, 2007 Edition, Owner will purchase the insurance in the amounts deemed to be in the public interest that is described in Paragraphs 11.2 and 11.4 of AIA Document A201, 2007 Edition.

EXCEPTION: On contracts under \$500,000, the contractor shall provide Builder's Risk coverage. Should the contractor seek payment for material stored off site, an Installation Floater will be required.

C. PROFESSIONAL LIABILITY INSURANCE

The insurance requirements have been specified at 3.12.10 of the General Conditions (AIA A201).

D. BONDS

(a) A Performance Bond, Payment Bond and Statutory Bond as described in Paragraph 11.5 of AIA Document A201, 2007 Edition, and in the Additional Documents as that term is defined in Paragraph 1.1.1 of AIA Document A201, 2007 Edition, shall be provided in the following amounts:

Performance Bond	100% of Contract Sum
Payment Bond	100% of Contract Sum
Statutory Bond	100% of Contract Sum

(b) The Performance and Payment Bond shall be in the form set forth in AIA Document A312 as attached hereto as Attachment "A", and the Statutory Bond shall be in the form attached hereto as Attachment "B".

1. DEDUCTIBLE

Deductibles shall not exceed \$5,000. Deductibles are the responsibility of the Contractor.

Liability Insurance coverage shall be considered as Primary and not as excess insurance. The Carrier(s) shall provide thirty (30) days written notice to USD 259 by Registered Mail prior to any modification, cancellation, non-renewal or other change in coverage. The policies must be effective prior to the commencement of work and must remain in force until termination of work under this contract. In the event of interruption of coverage for any reason, all work under the contract shall cease and shall not resume until coverage has been restored.

1.06 PERFORMANCE AND PAYMENT BONDS

- A. On Contracts exceeding \$100,000, the Contractor shall pay premium for and furnish an AIA Payment and Performance Bond and a Kansas Statutory (Labor and Material Payment) Bond, in full amount of the Contract Sum to cover faithful performance of the Contract and payment of all obligations arising thereunder, within ten calendar days after award of the contract. Furnish bonds and with sureties approved by the Owner and authorized to transact business in Kansas. Furnish evidence showing a Kansas Statutory Bond has been filed with the clerk of the District Court in the County in which the project is to be constructed. Provide two (2) original copies of each of the required bonds to the staff Owner or the Project Representative.

1.07 OWNER'S PROJECT REPRESENTATIVE

- A. The Owner as referred to in this specification and as defined in 4.1 of the general conditions means the Owner or the Owners authorized representative. This person is identified by the Owner on the cover sheet of this document. Communications/requests from any other USD #259 personnel shall be discussed with the Owner or the Owners designated representative for a final decision.

1.08 SEXUAL HARASSMENT

- A. The contractor shall comply with all City, State and Federal laws, rules, regulations and ordinances pertaining to sexual harassment in regard to USD 259 employees, USD 259 pupils or other individuals on USD 259 property.
- B. If an employee of a contractor or subcontractor is suspected of sexual harassment on USD 259 property, the individual will be reported to the contracting entity. In addition, the suspected individual will be reported to the contracting entity. In addition, the suspected individual/s may not be allowed to continue to work at the site.
- C. Failure on the part of the contracting entity to insure employee/sub-contractor compliance with the applicable regulations may result in:
 - 1. Revocation of current contracts.
 - 2. Elimination of the contractor from the approved bidders list.

- D. Sexual harassment may include, but is not limited to:
1. Sexually oriented communication, including sexually oriented verbal “kidding” or harassment or abuse.
 2. Subtle pressure or requests for sexual activity.
 3. Unwelcome attempts to change a professional relationship into a personal, social-sexual relationship.
 4. Creating a hostile work or learning environment, including the use of innuendoes or overt or implied threats.
 5. Unnecessary touching of individual, e.g., patting, pinching, hugging, repeated brushing against another person’s body.
 6. Requesting or demanding sexual favors accompanied by implied or overt threats concerning an individual’s employment.
 7. Requesting or demanding sexual favors accompanied by an implied or overt promise of preferential treatment with regard to an individual’s employment.
 8. Sexual assault or battery as defined by law.

1.09 IMMIGRATION AND NATIONALITY ACT

- A. Unified School District 259 actively supports the Immigration & Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The contractor shall establish appropriate procedures and controls so no services or products in response to this Request for Bid/Proposal will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

1.10 HAZARDOUS MATERIALS

- A. Asbestos-containing building materials (ACBM) are present in nearly all of the buildings throughout the District. The contractor can determine the locations of ACBM from the Asbestos Management Plans located in each of the school buildings or by calling the Environmental Services Department at 973-2006 for assistance.

1.11 CLAIMS FOR ADDITIONAL TIME

- A. Prior to start of the work, the manufacturer's recommended weather conditions shall be presented to the Owner. Any actual conditions that do not allow work per the manufacturer's recommendations shall be presented to the Owner on a daily basis. If adverse weather conditions are the basis for a claim for additional time, such claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonable anticipated and had an adverse effect on the scheduled construction.
- B. Typically it is not advised to continue work during rain or snow. Thus, actual average number of rain days each month are as follows and these days are to be included in all schedules:
January (10), February (5), March (4), April (5), May (8), June (8), July (6), August (5), September (6), October (5), November (3), December (8).
- C. Only bad weather days beyond these provisions will be allowed as a basis for a request for additional time on a contract.
- D. Bad weather days must be approved by the Owner on a daily basis.
- E. Bad weather days not approved by the Owner will not be the basis for an extension of contract time.

SECTION 01010
GENERAL REQUIREMENTS

SUMMARY OF WORK

1.01 SCHEDULE

- A. A written schedule shall be prepared and submitted to the Project Representative for approval.

1.02 ACCESS TO BUILDING

- A. The Contractor shall cooperate with the administration at the site of the work and the Project Representative. The Contractor shall sign in if required by the building administration or shall use other means as required for communicating their presence at the site.
- B. The contractor shall cooperate with the administration on working hours. If extended work hours are needed to complete the work, the contractor shall notify the Project Representative 48 hours in advance of the need for access to the building.

1.03 NO TOBACCO

- A. There is absolutely no tobacco use on any USD 259 property.

1.04 BEHAVIOR STANDARDS

- A. The contractor and employees shall exercise discretion in language, behavior, etc. when working on school properties.

1.05 IDENTIFICATION

- A. **Contractor must wear a photo ID while working at school sites.**

1.06 KEYS

- A. Keys to U.S.D. #259 property will be loaned to persons not employed by U.S.D. #259 under the conditions as listed below. Keys will be loaned as a supplemental condition of the contract for construction. The keys will be issued to the General contractor only. The General Contractor will be totally responsible for proper use of the key and for maintaining security at the building site.
- B. When borrowing a key(s), and by signing below, we agree that;
 1. Keys are the property of U.S.D. #259.
 2. Keys will **NOT** be duplicated when loaned.
 3. Additional keys will **NOT** be borrowed from site personnel.
 4. All keys will be returned at one time upon completion of the project.

5. Final payment will be made only after return of all keys and/or payment of all fines related to key use.
6. Lost keys will be reported immediately to the project representative.
7. The project representative will at all times know the location of and be responsible for all key(s) loaned to the contractor.
8. Persons entering the building with loaned keys will:
 - a. Contact security dispatch (973-2100) immediately prior to entering the building. Give security your name, your company name, your cell phone number and your proposed schedule for occupying the building.
 - b. Disengage the alarm upon entering the building.
 - c. Keep the entrances monitored or locked when using the building.
 - d. Verify windows and doors are closed and securely locked when leaving the building.
 - e. Re-activate the alarm when leaving the building.
 - f. Contact security dispatch immediately upon departure of the building.
9. If keys are lost the following charges will be incurred:
 - a. High School Keys \$1,200.00 per site
 - b. Middle School Keys \$800.00 per site
 - c. Elementary School Keys \$500.00 per site
10. If it is feasible at a site for the contractor to have access at only one exterior door and the District can install a contractor cylinder, the charge for a lost "contractor key" shall be \$100.00.
11. If the contractor fails to notify security prior to building entry, it will trigger a false alarm and U.S.D. #259 security and/or Wichita Police will be contacted and dispatched. The contractor will be charged for false alarms at a rate of \$50 for the first alarm, and \$75 each alarm thereafter.
12. Any failure on the part of the contractor to abide by any or all of these procedures and/or repeated loss of keys or false alarms may be cause for the loss of the privilege of a loaned key.

1.07 RESTROOM ACCOMODATIONS

- A. Restroom accommodations for contractor employees must be provided by Contractor in a separate structure.

SECTION 01152
APPLICATION FOR PAYMENT

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work included: Comply with procedures described in this Section when applying for progress payment and final payment under the Contract.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. The Contract Sum and the schedule for payments are described in the form of Agreement.
 - 3. Payments upon Substantial Completion and Completion of the Work are described in the General Conditions.

1.02 QUALITY ASSURANCE

- A. Provide a schedule of values as required to be submitted under Paragraph 9.2 of the General Conditions to the Owner for approval.
- B. Base requests for payment on the portions of the work completed as described on the schedule of values.
- C. A retainage of 5% of completed and stored will be withheld from each payment until final payment.

1.03 SUBMITTALS

- A. Informal submittal: (Unless otherwise directed by the Owner:)
 - 1. Make an informal submittal of request for payment to the Owner by filling in, with erasable pencil, pertinent portions of an AIA G702 and AIA G703 Certificate for Payment.
 - 2. Make this preliminary submittal to the Owner between 15th/20th of the month.
 - 3. Revise the informal submittal of request for payment as agreed.

- B. Formal submittal: (Unless otherwise directed by the Owner)
1. Make formal submittal of request for payment by filling in the agreed data, by typewriter or neat lettering in ink, on an AIA G702 and G703 Application for Payment.
 2. Submit two original copies of the application and Certificate for Payment, to the Owner on or before the 20th of each month.
 3. Sign and notarize both original copies of the application and Certificate for payment.
 4. The Owner, when submittal is approved, will sign the application and Certificate for Payment, and will distribute.
 - a. One copy to Accounts Payable.
 - b. One copy to the Owner's file.

SECTION 01153
CHANGE ORDER PROCEDURE

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work included: Make such changes in the work, in the Contract Sum, in the Contract Time of completion, or any combination thereof, as are described in written Change Orders signed by the Owner and issued after execution of the Contract, in accordance with the provisions of this Section.

1.02 QUALITY ASSURANCE

- A. Include within the contractor's quality assurance program such measures as are needed to assure familiarity of the contractor's staff and employees with these procedures for processing Change Order data.

1.03 SUBMITTALS

- A. Make submittals directly to the Project Representative at the address shown on the Project Directory in the Project Manual.

1.04 PRODUCT HANDLING

- A. Maintain a Register of Change Orders, accurately reflecting current status of all pertinent data.
- B. Make the Register available to the Project Representative for review at his request.

1.05 PROCESSING CHANGES INITIATED BY THE OWNER

- A. Should the Owner contemplate making a change in the Work, the Project Representative will request a price from the contractor for the change in work. The contractor shall promptly advise the Project Representative as to credit or cost proposed for the described change and if additional time is needed in the contract. This is not an authorization to proceed with the change.
- B. If the Contractor has been directed by the Project Representative to promptly advise him as to credit or cost proposed for the described change, the contractor shall:
 - 1. Analyze the described change and its impact on costs and time;
 - 2. Secure the required information as given in "C" and forward it to the Project Representative for review;
 - 3. Meet with the Project Representative if required to explain costs and, when appropriate, determine other acceptable ways to achieve the desired objective;

4. Alert pertinent personnel and subcontractors as to the impending change and, to the maximum extent possible, avoid such work as would increase the Owner's cost for making the change, advising the Owner in writing when such avoidance no longer is practicable.
- C. Make reply to the Project Representative in response to each request.
 1. State proposed change in the Contract Sum, if any (including overhead and profit markups, bonds and insurances).
 2. State proposed change in the Contract Time of completion, if any.
 3. Clearly describe other changes in the Work required by the proposed change, or desirable therewith, if any.
 4. Include full backup data such as subcontractor's letter of proposal or similar information.
 5. Submit this response in single copy using the USD 259 Change Order Request Form.
- D. If the project representative directs the contractor to proceed with the change at the cost presented by the contractor, the project representative will inform the contractor and will issue a change order as soon as practicable.
- E. If the Contractor has been directed by the project representative to make the described change in the Work at no change in the Contract Sum and no change in the Contract Time of completion, but the Contractor wishes to make a claim for one or both of such changes, the Contractor shall proceed with the change and shall notify the project representative as provided for under Paragraph 4.3 (1987) of the General conditions.

1.06 CHANGES INITIATED BY THE CONTRACTOR

- A. Should the Contractor discover a discrepancy among the Contract Documents, as concealed condition as described in Paragraph 4.3.6 of the General Conditions, or other cause for suggesting a change in the Work, a change in the contract Sum, or a change in the contract Time of completion, he shall notify the Owner as required by pertinent provisions of the Contract Documents using the USD 259 Change Order Request Form.
- B. Upon agreement by the project representative that there is reasonable cause to consider the Contractor's proposed change, the project representative will issue a change order in accordance with the provisions described in Article 1.05 above.

1.07 PROCESSING CHANGE ORDERS

- A. Change Orders will be dated and will be numbered in sequence.
- B. The Change Order will describe the change or changes.
- C. The Owner will issue two copies of each Change Order to the Contractor.
 - 1. The Contractor promptly shall sign all copies and return one copy to the Project Representative and shall retain one copy for his files.

SECTION 01340
SUBMITTALS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work included: Make submittals required by the Contract Documents, and revise and resubmit as necessary to establish compliance with the specified requirements.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.

1.02 QUALITY ASSURANCE

- A. Coordination of submittals:
 - 1. Prior to each submittal, contractor shall carefully review and coordinate all aspects of each item being submitted.
 - 2. Verify that each item and the submittal for it conform in all respects with the specified requirements.
 - 3. By affixing the Contractor's signature to each submittal, certify that this coordination has been performed.
 - 4. Unapproved submittals shall be returned to contractor.
- B. "Or equal":
 - 1. Where the phrase "or equal" or "or equal as approved by the Owner," occurs in the Contract Documents, do not assume that the materials, equipment, or methods will be approved as equal unless the item has been specifically so approved by the Owner.
 - 2. All substitution approvals must be made PRIOR TO BIDDING as addressed in Section 00100 INSTRUCTIONS TO BIDDERS, ¶1.13 MATERIAL SUBSTITUTIONS.
 - 3. The decision of the Owner shall be final.

1.03 SUBMITTALS

- A. Make submittals of Shop Drawings, samples, substitution requests, and other items in accordance with the provisions of this Section.

PART 2 - PRODUCTS

2.01 SHOP DRAWINGS

- A. Scale and measurements: Make Shop Drawings accurately to a scale sufficiently large to show all pertinent aspects of the item and its method of connection to the Work.

- B. Types of prints required:
 - 1. Submit shop Drawings in the form of blueline or blackline prints of each sheet.
 - 2. Blueprints will not be acceptable.
- C. Review comments of the Owner will be shown on the prints when returned to the Contractor. The Contractor may make and distribute such copies as are required for his purposes.
- D. One set of approved shop drawings shall be maintained at the site at all times. Shop drawings without approved stamp shall not be used in the field.

2.02 MANUFACTURERS' LITERATURE

- A. Where contents of submitted literature from manufacturers includes data not pertinent to the submittal, clearly show which portions of the contents is being submitted for review.
- B. Submit the number of copies which are required to be returned, plus two copies which will be retained by the Owner.

2.03 SAMPLES

- A. Provide Sample or Samples identical to the precise article proposed to be provided. Identify as described under "identification of submittals" below:
- B. Number of Samples required:
 - 1. Unless otherwise specified, submit Samples including the quantity which is required to be returned, plus two which will be retained by the Owner.
 - 2. By pre-arrangement in specific cases, a single Sample may be submitted for review and, when approved, be installed in the Work at a location agreed upon by the Owner.

PART 3 - EXECUTION

3.01 IDENTIFICATION OF SUBMITTALS

- A. Consecutively number all submittals.
 - 1. When material is resubmitted for any reason, transmit under a new letter of transmittal and with a new transmittal number.
- B. Accompany each submittal with a letter of transmittal showing all information required for identification and checking.
- C. Maintain an accurate submittal log for the duration of the Work, showing current status of all submittals at all times. Make the submittal log available to the Owner for his review upon request.

3.02 TIMING OF SUBMITTALS

- A. Make submittals far enough in advance of scheduled dates for installation to provide time required for reviews, for securing necessary approvals, for possible revisions and resubmittals, and for placing orders and securing delivery.
- B. In scheduling, allow at least ten working days for review by the Project Representative following his receipt of the submittal.

3.03 PROJECT REPRESENTATIVE'S REVIEW

- A. Review by the Project Representative does not relieve the Contractor from responsibility for errors which may exist in the submitted data.
- B. Revisions:
 - 1. Make revision required by the Project Representative.
 - 2. If the Contractor considers any required revision to be a change, he shall so notify the Project Representative as provided for in Section 3.2 of the District Modified AIA General Conditions.
 - 3. Make only those revisions directed or approved by the Owner.

3.04 VERIFICATION OF SPECIFIED ITEMS

- A. When items are provided exactly as specified, samples or literature submittal requirements may be waived by owner. However, if submittals of samples or literature are waived, a letter must be provided by the contractor indicating that the items have been provided exactly as specified in the contract documents. Items should be called out by Section number, product name and a brief description.

SECTION 01500
TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Temporary Utilities: Electricity, lighting, telephone service, water, and sanitary facilities.
- B. Temporary Controls: protection of the Work.
- C. Construction Facilities: progress cleaning, and temporary buildings.

1.02 TEMPORARY ELECTRICITY

- A. Connect to existing power service. Power consumption shall not disrupt Owner's need for continuous service.

1.03 TEMPORARY LIGHTING

- A. Permanent building lighting may be utilized during construction.

1.04 TELEPHONE SERVICE

- A. Permanent building telephone may be utilized at construction site during work hours for local calls only.

1.05 TEMPORARY WATER SERVICE

- A. Connect to existing water source and provide temporary water meter for construction operations. Water use shall not disrupt Owners need for continuous service. Contractor shall be responsible for all construction related water consumption costs.

1.06 TEMPORARY SANITARY FACILITIES

- A. Existing Permanent facilities may not be used during construction operations. Contractor shall provide for temporary sanitary facilities.

1.07 PROTECTION OF INSTALLED & EXISTING WORK

- A. Protect installed & existing work and provide special protection as required in individual specification Sections.
- B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to minimize damage.

- C. Provide protective coverings at walls, projections, jambs, sills, soffits, etc. as required.
- D. Protect finished floors, stairs, and other surfaces from traffic as required.
- E. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, protect roofing materials as required.
- F. Prohibit traffic from landscaped areas.

1.08 PROTECTION OF UNDERGROUND UTILITIES

- A. Contractor is responsible for notifying KS-ONE CALL prior to ALL digs.
- B. Any damage to marked utilities shall be the responsibility of the contractor and shall make any repairs at no cost to the owner.
- C. If contractor during course of construction encounters any utilities, contact the Owner immediately.

1.09 SECURITY

- A. Provide security and facilities to protect Work, and existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.
- B. Coordinate with Owner's security program.

1.10 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Upon completion of the work, the construction area shall be thoroughly cleaned and the areas of work left in a neat and presentable manner.
- C. Areas not a part of the construction area, but areas provided by owner for contractors use shall be left neat and presentable following contractors use.

SECTION 01700
CONTRACT CLOSEOUT

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Closeout Procedures.
- B. Final Cleaning & Adjustments

1.02 CLOSEOUT PROCEDURES

- A. It is the contractor's responsibility to inform the owner when the work is complete in accordance with Contract Documents and ready for Project Representative's inspection by scheduling a final walk thru.
- B. If an occupancy permit is required, secure it prior to calling for final walk-thru. Present a signed inspection card to project representative for owner's files.
- C. Following completion of all punch items identified by project representative, the contractor shall inform the project representative that the work has been inspected and is complete in accordance with the contract documents and shall submit final Application for Payment.
- D. Provide closeout submittals to project representative that are required by governing or other authorities, including AIA Document G706A and State of Kansas Project Completion Certificate.

1.03 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.
- B. Clean equipment and fixtures to a sanitary condition.
- C. Remove waste and surplus materials, rubbish, and construction facilities from the site.

1.04 ADJUSTING

- A. Adjust operating Products and equipment to ensure smooth and unhindered operation.

1.05 PROJECT RECORD DOCUMENTS

- A. Maintain one set of the following record documents;
 - 1. Contract Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other Modifications to the Contract.
 - 5. Reviewed shop drawings, product data, and samples.
- B. Store Record Documents separate from documents used for construction.
- C. Record information concurrent with construction progress.
- D. Specifications: Legibly mark and record at each Product section description of actual Products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and Modifications.
- E. Record Documents and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Field changes of dimension and detail
 - 2. Details not on original Contract Drawings.
- F. Submit documents to Owner with claim for final Application for Payment.

1.06 OPERATION AND MAINTENANCE DATA

- A. Submit two sets prior to final inspection, bound in 8-1/2 x 11-inch text pages (Digital Copies are acceptable.)
- B. Prepare binder covers with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project.
- C. Internally subdivide the binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.
- D. Contents: Prepare a Table of Contents for each volume, with each Product or system description identified, typed.

- E. Part 1: Directory, listing names, addresses, and telephone numbers of Owner, Contractor, Subcontractors, and major equipment suppliers.
- F. Part 2: Operation and maintenance instructions arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
 - 1. Significant design criteria.
 - 2. List of equipment.
 - 3. Parts list for each component.
 - 4. Operating instructions.
 - 5. Maintenance instructions for equipment and systems.
 - 6. Maintenance instructions for special finishes, including recommended cleaning methods and materials and special precautions identifying detrimental agents.
- G. Part 3: Project documents and certificates including the following:
 - 1. Shop drawings and product data.
 - 2. Air and water balance reports.
 - 3. Certificates.
 - 4. Photocopies of warranties.
- H. Submit one copy of completed volumes in final form 15 days prior to final inspection. This copy will be returned (after final inspection), with Owner comments. Revise content of documents as required prior to final submittal.
- I. Submit final revised volumes within ten days after final inspection.

1.07 WARRANTIES

- A. Provide duplicate notarized copies.
- B. Execute and assemble documents from Subcontractors, suppliers, and manufacturers.
- C. Provide Table of Contents and assemble in three ring binder with durable plastic cover.
- D. Submit prior to final Application for Payment.
- E. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

SECTION 02200
SITE PREPARATION

PART 1 - GENERAL

1.01 DESCRIPTION

WORK INCLUDED:

- A. Dispose of removed elements off site. Trash dumpster at school site is not for contractor's use. Also refer to Section 02340 DEMOLITION.

1.02 EXISTING CONDITIONS

- A. Conduct demolition to minimize interference with adjacent building areas. Maintain protected egress and access at all times.

PART 2 – EXECUTION

2.01 PREPARATION

- A. Protect existing items which are not indicated to be altered.

SECTION 02340
DEMOLITION

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Remove all waste materials, including all unacceptable and excess demolished materials, trash and debris and legally dispose of it off the Owner's property. Do not allow demolished materials to accumulate on-site.

1.02 PROJECT CONDITIONS

- A. Existing Utilities: do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Project Representative and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Project Representative not less than two days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Project Representative's written permission.
 - 3. Maintain and replace existing floor electronics and power.
- B. Removal of Debris
 - 1. Promptly remove cleared debris from the site.
 - 2. Burning of debris on-site is not permitted.
 - 3. Obtain permission from applicable regulatory authority for disposal of debris at waste disposal site.
 - 4. Costs of all removals shall be included in the contractor's bid price.
 - 5. **Owner's dumpsters on-site are not to be used by Contractor.**

1.03 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged.
- B. Remove and Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse. Include fasteners or brackets needed for reattachment elsewhere.

1.04 MATERIALS OWNERSHIP

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

PART 2 – EXECUTION

2.01 PREPARATION AND EXECUTION

- A. Contractor shall be required to provide notice to Kansas One Call at 687-2470 a minimum of (3) working days prior to any digging or underground activity.
- B. Contractor to protect all existing items which are not shown to be altered.
- C. Demolish in an orderly and careful manner. Protect adjacent areas against damage, debris and/or dust. Promptly repair any and all areas or items damaged. All repairs must match all existing materials and finishes.
- D. Maintain exits from existing buildings, and ensure safe passage of people around selective demolition area. The Contractor shall take all necessary precautions to protect the general public during the construction and demolition process. This may include the use of fences and signage.
- E. Traffic affected by demolition on this project shall be handled in accordance with the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD).
- F. Use methods required to complete the work within the limitations of governing regulations.
- G. Explosives shall not be used.
- H. Conduct demolition operations to prevent injury to people and damage to adjacent building and facilities to remain.

2.02 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Upon completion of work, leave areas of work in clean condition.
- B. Patch areas of removed materials to match adjacent areas.
- C. Clean adjacent areas and improvements of dust, dirt, and debris caused by building demolition operations. Return adjacent areas to condition existing before demolition operations began, including but not limited to light fixtures, walls, ceilings, sound panels, exposed structure and bleachers, etc.
 - 1. Clean roadways of debris caused by debris transport.
- D. Contractor shall protect all “dust sensitive” electronics and/or other items which might be damaged by the removal and re-installation work. If items are not protected properly and damage occurs, USD 259 may, at its discretion, require replacement.

- E. If painting is necessary for repair, Benjamin Moore High Speed Semi-Gloss color matched to existing adjacent walls shall be applied corner to corner and ceiling to floor in affected areas. Spot or touch-up painting is not permitted.

2.03 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and legally dispose of them in an EPA-approved landfill acceptable to authorities having jurisdiction.
 - 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.
- B. Do not burn demolished materials.

2.04 REPAIRS

- A. Contractor shall promptly repair any damage to adjacent areas caused by demolition/construction operations and return items to original or better condition to the Owner's satisfaction at no additional cost to the Owner.
- B. All finish grades shall be within ¼" of adjacent elevations.
- C. TOP SOIL – Topsoil shall be free of rock or gravel larger than ½" in any dimension, debris, waste, vegetation matter and other deleterious matter
- D. SEEDING -The contractor shall be required to restore all areas disturbed by construction activities. Sodding is not required. Permanent seeding shall be done using Bermuda seed of the same variety as the grass found at the rate of 3 lbs./1000 sq. ft., placed ¼" below the surface of the dirt, and when temperatures are at 65° F and rising. Straw mulch shall be placed after seeding to retain moisture and prevent erosion. Temporary seeding using annual rye grass shall be required if the seeding must be done outside the seeding season for Bermuda grass. Sprigging the Bermuda may be done within the appropriate sprigging season, with written permission of the USD 259 Project Representative. Temporary seeding, permanent seeding, or Bermuda sprigging shall be considered subsidiary to the project and not bid or paid for separately. Contractor shall water the seed as required for the seed to germinate. The contractor shall be responsible for keeping the area watered until the grass takes hold. Contractor shall supply water. DISTRICT WILL NOT PROVIDE WATER.