

FORD COUNTY, KANSAS



DESIGN-BUILD REQUEST FOR PROPOSALS FORD COUNTY LEGACY CENTER

March 16, 2023

Pre-Proposal Conference: March 27, 2023

Ford County Legacy Center
310 Gunsmoke
Dodge City, KS 67801
10:00 am

Proposal Due Date: April 14, 2023

Ford County Clerk's Office
4:00 pm



NOTICE TO BIDDERS

Ford County is seeking sealed bids for a Design-Build Request for Proposals [RFP] for the below project. Bids must be addressed to the Ford County Clerk's Office at the Ford County Government Center, 100 Gunsmoke, Dodge City, Kansas 67801, clearly marked "**Ford County Legacy Center Phase 2 Renovations**" on the outside of the envelope. Bids will be received until 4:00 pm Friday, April 14, 2023, at which time all bids will be opened in the Ford County Clerk's Office. The following are to be considered minimum specifications. Offerors shall meet or exceed such specifications. The Ford County Commissioners will review the bids at their next regular meeting. The Board of County Commissioners has the right to reject any and all bids for the furnishing of all labor and materials specified and the performance of all work in accordance with the Scope of Work for:

**FORD COUNTY LEGACY CENTER
PHASE 2 RENOVATIONS****310 GUNSMOKE
DODGE CITY, KS 67801**

The scope of work includes design and construction by licensed professionals of interior and exterior renovations required to bring the existing building into full compliance with local building codes as a publicly occupied space and to provide a premier museum space that houses a large collection of Ford County history. Before any demolition work can proceed, all design work in this scope is subject to approval by the local Historic Landmark Commission [HLC] and the State Historic Preservation Office [SHPO], as well as any lead paint or asbestos abatement, if necessary. New offices, meeting room, break, restrooms, and other support spaces for the renovated gallery spaces are desired, as are new building services, fixtures, and finishes.

The scope of work documents will be available for examination on or about Thursday, March 16, 2023 and can be obtained from the Ford County Clerk's Office upon request or from the Ford County website.

No Offeror may withdraw a bid for a period of Thirty [30] days after the date of the opening of the Bids.

The Offeror to whom a Contract is awarded will be required to furnish acceptable Performance and Statutory Bonds, each in the amount of the total contract price, in conformance with the requirements of the Scope of Work documents.

The right is reserved by the Owner to reject any and all bids and to waive any irregularity therein, to determine which is the lowest responsible bid most suitable to the Owner and to approve the bonds.

The project will be exempt from sales tax. The successful bidder can obtain a certificate from Ford County upon being awarded the project.

A pre-bid conference will be held Monday, March 27, 2023 at 10:00 am at the Ford County Legacy Center.

Ford County, KS is an equal employment opportunity/affirmative action employer.

Owner: Ford County, KS

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PROJECT REQUIREMENTS

PROJECT INFORMATION

PROJECT #	PROJECT NAME	PROJECT LOCATION	
21004-1	Ford County Legacy Center Renovations Phase 2	310 Gunsmoke, Dodge City, KS 67801	
OWNER	OWNER POINT OF CONTACT	PHONE	EMAIL
Ford County, Kansas	JD Gilbert, County Administrator	620-227-4670	jgilbert@fordcounty.net

PROJECT OVERVIEW

PROJECT SUMMARY	<p>The building located at 310 Gunsmoke in Dodge City, Kansas is owned by Ford County, Kansas and is currently used by the Ford County Historical Society [FCHS] as a museum, known as the Legacy Center. It was originally built in 1946 and used as a department store; over the years it has served as a furniture store and a church, among other uses. It is a contributing building to the Downtown Historic District listed on the National Register of Historic Places. The large plate-glass windows along the street-facing [south] elevation, exterior metal panels, and vertical marquee sign are examples of original elements that factor in to its contributing status. However, several different interior renovations throughout the years have removed most of the original interior finishes. Handrails at the two public stairs and double-swinging doors to back-of-house space are some of the only remaining original interior features.</p> <p>Upon tenancy of the building, the FCHS implemented an initial construction phase to ensure the main level of the building was safe for public occupancy with the goal of opening an exhibit in time for the summer tourism season. To achieve that goal, minimal improvements were made through a design-build process and in coordination with the City of Dodge City. Temporary walls and doors restricted public access to the inaccessible [ADA] basement and mezzanine levels, existing restrooms were reconfigured to meet accessibility requirements, and a fire-rated enclosure at a second exit was provided. A large 8'-0" service opening was added on the west side, coupled with an easement agreement with the neighboring property owner. Minimal finishes were repaired or changed. For the building to meet the Historical Society's needs to be a fully functioning museum, there are major infrastructure and cosmetic improvements required.</p>
PROJECT OBJECTIVES	<p>The goal of this project is twofold: to bring the building into full compliance with local building codes as a publicly occupied space and to provide a premier museum space that houses a large collection of Ford County history. Before any demolition work can proceed, all design work in this scope is subject to approval by the local Historic Landmark Commission [HLC] and the State Historic Preservation Office [SHPO], as well as any lead paint or asbestos abatement, if necessary.</p> <p>The exterior single-paned storefront glazing system shall be replaced for energy efficiency. New entry doors are needed that meet current accessibility guidelines. The exterior marquee sign shall be repaired and missing components replaced with approved materials. The existing non-contributing aluminum shall be removed and new retractable fabric awnings installed; the façade shall be patched/repared as required. Exterior metal panels, where required, shall be repaired or replaced with approved materials. On the roof, any voids shall be patched and a spray-applied coating installed, and a new roof hatch and ladder for interior roof access shall be provided. The existing freight elevator shall be assessed for repairs or replacement; access to all three levels is needed for both passengers and freight. New pre-action fire sprinkler and fire alarm systems shall be provided throughout the building. The existing HVAC equipment shall all be replaced with new. A new electrical panel and all new electrical wiring, emergency lighting, and LED fixtures shall be installed. All new plumbing fixtures for required restrooms, drinking fountains, and service sinks shall be provided.</p> <p>New flooring finishes on all three levels shall be provided. The existing plaster ceiling shall be removed and open-cell spray foam insulation applied to the bottom of the roof deck to meet building-code-required roof R-values. New conduit and ductwork shall be installed exposed and painted black. All existing perimeter plaster walls shall be furred out to allow for installation of new electrical and to minimize lead paint exposure. All interior plaster wall surfaces shall be replaced with drywall to accommodate installation of the new electrical system. Restroom accessories and signage shall be installed. New spaces to be provided include new single-user restrooms on all levels; a main level break room for staff that doubles as a catering prep area; a main-level meeting room with projection and sound systems; a movable wall system to separate the meeting room as needed; offices on the mezzanine level to include spaces for reception, research, fundraising, secure viewing, and a copy/work room; and in the basement a secure fire-rated area and mechanical/janitor rooms. Mezzanine-level area walls, except restroom and any mechanical space, will extend to bottom of roof structure as required for proper HVAC design and no ceiling will be installed at these areas. The basement will initially be used as a storage area but will be a future gallery space. Egress, plumbing fixtures, and finishes will need to be designed and selected with this in mind.</p> <p>The FCHS will provide a salvaged skylight system and wood entry system [doors, sidelites, and transom] to be installed at strategic locations. Protection and installation of these items is included in this scope of work.</p>

SCOPE OF WORK

CONDITIONS OF WORK	See attached document "Conditions of Work" for full requirements.
DESCRIPTION OF SERVICES	<p>General Requirements:</p> <ul style="list-style-type: none"> • permits • design fees • jobsite toilet • jobsite dumpster • supervision • administration • equipment • on-going & final cleaning • asbestos testing • lead paint testing <p>Site Work & Demolition:</p> <ul style="list-style-type: none"> • completely remove existing: <ul style="list-style-type: none"> » plaster ceiling » main level and mezzanine carpet » main level restroom walls, fixtures, and fittings » mezzanine walls, plumbing fixtures, and fittings » basement asphalt/vinyl composition tile [pending asbestos testing] » basement restroom fixtures and fittings » electrical wiring and fixtures [whole building] » concrete and other finishes as required for new installations » exterior storefront windows & doors on south elevation [pending local HLC & SHPO approval] » exterior aluminum awning and corrugated plastic transom infill on south elevation [pending local HLC & SHPO approval] • remove exterior concrete sidewalk/curb & gutter and brick street as necessary for connection to water/sewer • see Conditions of Work for asbestos and lead paint abatement alternates <p>Concrete:</p> <ul style="list-style-type: none"> • patch interior main floor concrete deck at removed mechanical locations • patch exterior sidewalk/curb & gutter • include 6x6x6 mesh at sidewalk, #4 bar reinforcing at curb & gutter, and all joints, joint filler, and other materials required <p>Masonry:</p> <ul style="list-style-type: none"> • patch brick street; provide underlayment per City of Dodge City requirements • 8x8x16 CMU vault area in basement and grout-fill all cells • clean glass-block transom windows and repair as required <p>Carpentry:</p> <ul style="list-style-type: none"> • stud framing at 16" O.C. for all new framing and furring • blocking as required [including all restroom accessories] <p>Thermal & Moisture:</p> <ul style="list-style-type: none"> • R-11 unfaced sound batt insulation in all new framing • 8" open-cell spray-foam insulation on underside of roof deck • repair/reinstall exterior metal panels at removed exterior awning as required • fill roof voids, install new curbs/penetration sleeves as required, and install spray-applied silicone coating system with 15-year warranty [see "Alternates" section in the Conditions of Work for roof replacement] <p>Openings:</p> <ul style="list-style-type: none"> • new clear aluminum storefront windows & two [2] doors with double-glazed [clear glass, tempered, low-e coating] thermally-broken storefront system in sizes to match what was removed [pending local HLC & SHPO approval; NOTE: if existing storefront windows & doors are required to remain, install new thermally-broken window system inside existing system] <ul style="list-style-type: none"> » if existing entry storefront doors are required to remain, provide door actuator to open both door leaves simultaneously to provide code-required egress width • new 1-3/4" Timely prefinished KD interior door and window frames • new flush panel prefinished [stained] solid-core wood doors • tempered glass at interior windows and doors, where required • repair or replace elevator coiling doors [three (3) interior, one (1) exterior] per TK Elevator [or equal] representative • new hardware to be commercial Grade 2 ADA-compliant, satin chrome or similar, with all exterior and restroom doors requiring closers

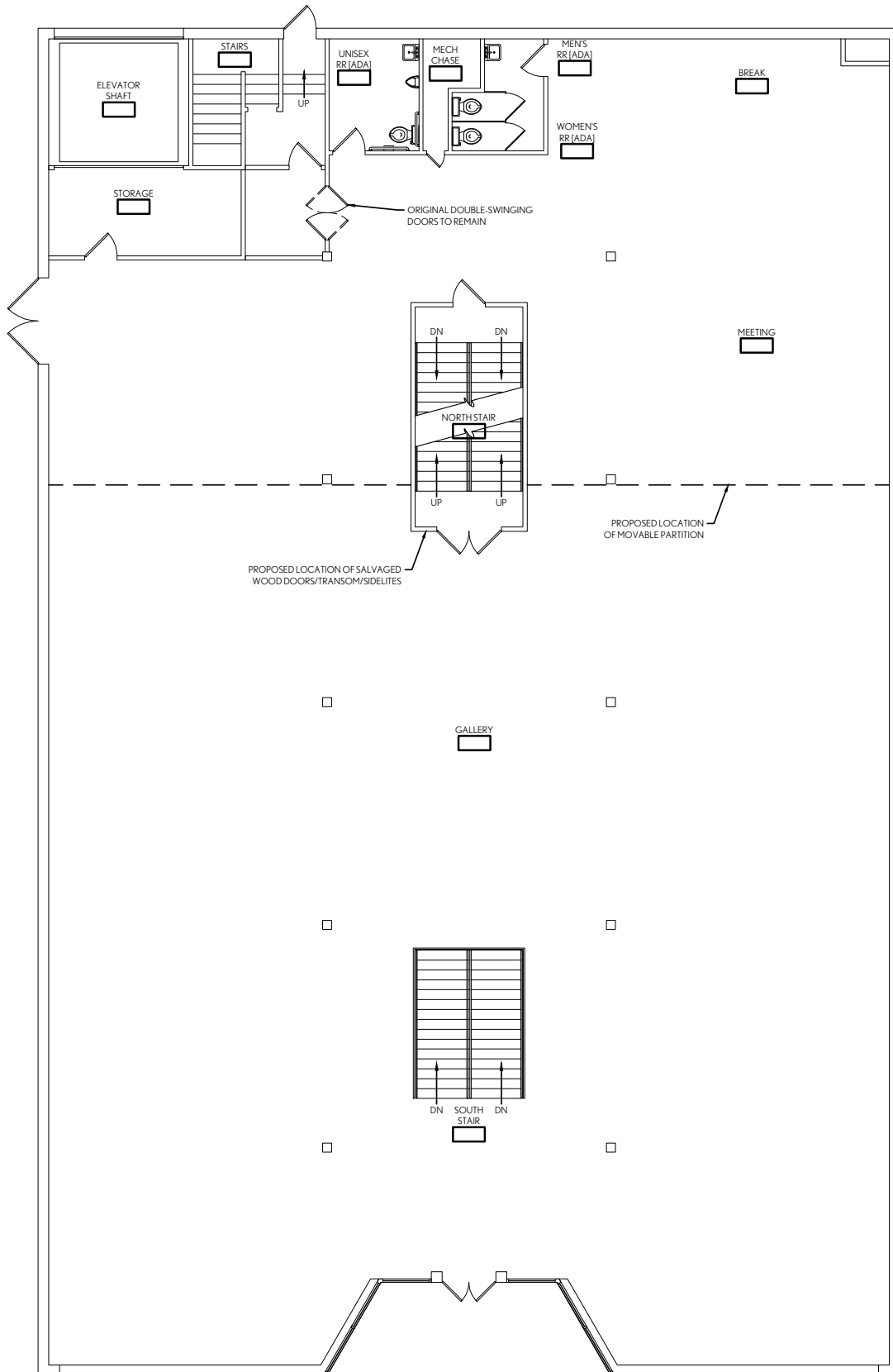
DESCRIPTION OF SERVICES [cont.]		
	Openings [cont.]:	<ul style="list-style-type: none"> • new 24"x36" roof hatch & fixed wall-mounted ladder in secure room on mezzanine level • new frameless or structural glass guardrail [42" high] system around south stairs • salvaged wood entry doors, sidelites, and transom system [provided by FCHS] installed at bottom of north stair up to mezzanine, as coordinated with FCHS <ul style="list-style-type: none"> » extend framing above salvaged system to match height of other mezzanine-level wall construction • salvaged wood and stained glass skylight system [provided by FCHS] installed above south stair down to basement, as coordinated with FCHS <ul style="list-style-type: none"> » hanging from roof structure as art installation in original configuration
	Finishes:	<ul style="list-style-type: none"> • new drywall: 1/2" with orange peel or light knockdown texture <ul style="list-style-type: none"> » moisture-resistant drywall in all wet locations [break room and restrooms] and cement backer board at all tile applications [restrooms] » provide level 4 finish on all new drywall exposed surfaces [all levels] • new spray foam on bottom of roof deck • flat black dryfall paint on entire roof structure and any service conduit, duct, etc. • new flooring throughout all levels [see "Allowances" section in the Conditions of Work] <ul style="list-style-type: none"> » new 24"x24" carpet tile at all levels except break room, restrooms, and entries <ul style="list-style-type: none"> – if leaving basement tile undisturbed, flooring to be repaired/patched as required and covered with new carpet » new walk-off carpet tile or composite flooring at entries » new LVP at break room » new porcelain/ceramic wall [up to 4'-0" AFF all walls] and floor tile in all restrooms » new stair tread and riser flooring <ul style="list-style-type: none"> – provide carpet on treads and risers and rubber nosings at north and south stairs – provide rubber slip-resistant on treads and risers at back-of-house exit stair • new acoustical ceiling tile and suspended grid system in all restrooms and break room <ul style="list-style-type: none"> » break room ceiling tiles to be equal to Armstrong Clean Room FL • 6" minimum stained wood base at basement future gallery area, all main-level single-height spaces, and all mezzanine levels except break room and restrooms • 10" minimum stained wood base at main level double-height space • 4" rubber wall base [100'-0" coils with job-formed corners] at break room
	Specialties:	<ul style="list-style-type: none"> • provide all restrooms with one [1] each of the following: <ul style="list-style-type: none"> » soap dispenser » paper towel dispenser » toilet paper dispenser » ADA-compliant grab bars » mirror » baby changing station » door signage • movable partition at main level for new meeting room [refer to plan diagram for location] <ul style="list-style-type: none"> » equal to Modernfold Acousti-Clear Automatic glass partition [see "Allowances"] • exterior sign repair with new LED lighting/power supplies [see "Alternates" for new programmable LED display screen to replace existing sign cabinet, pending local HLC and SHPO approval]
	Special Construction:	<ul style="list-style-type: none"> • pre-action fire sprinkler system [all black piping & fittings] • fire alarm system connected to fire sprinkler system • exterior retractable fabric awnings • fire-rated ADA-compliant vault door [see "Allowances"] • public address sound system at galleries and meeting room [see "Allowances"] • audio/visual system at meeting room [see "Allowances"]
	Conveying Equipment:	<ul style="list-style-type: none"> • new elevator[s] to meet freight and passenger requirements per TK Elevator [or equal] representative; shall access all levels of building and alley grade
	Plumbing:	<ul style="list-style-type: none"> • restroom fixtures on all levels [assume six (6) single-occupant locations] <ul style="list-style-type: none"> » wall-hung flush valve toilets and wall-hung lavatories with lever faucets [Zurn or equal] • break room sink • service/mop sink • drinking fountain with bottle filler • 20 gallon water heater • materials/piping/supplies/fittings for fixtures and rooftop HVAC units

<p>DESCRIPTION OF SERVICES [cont.]</p>	<p>HVAC [Mechanical]:</p> <ul style="list-style-type: none"> • new HVAC system as required [to replace three (3) existing rooftop units and two (2) basement furnaces] • paintable spiral duct over mezzanine and main level gallery spaces • duct trunks and runs at main level area under mezzanine and in basement • ducted exhaust fans at each restroom <p>Electrical:</p> <ul style="list-style-type: none"> • new main distribution panel with shunt trip for exterior disconnection • current 400A disconnect, CT cabinet, and meter to remain; relocate as needed for new installations • new circuit and wiring for exterior marquee sign • all new wiring; existing conduit to be reused • new receptacles and wiring at all existing floor receptacles locations • power to new rooftop units [avoid roof penetrations] and humidifiers • pendant-mounted linear LED light fixtures [equal to Williams MX4 or MX4UD] to replace existing 8'-0" fluorescent fixtures and in spaces with no suspended ceiling [size to fit] <ul style="list-style-type: none"> » built-in emergency lights with remote battery-backups » two [2] fixtures over main floor, two [2] over mezzanine, and three [3] in basement to function as night lights • shallow-plenum LED troffer light fixtures [equal to Williams PT] or 6" recessed downlight [equal to Williams 6PR/6PS] in areas with suspended ceiling [break room and restrooms] • photocell LED exterior light fixtures at south entry • edge-lit LED exit signage • recessed LED emergency light fixtures • electric strikes at new south entry doors • four [4] power receptacles and two [2] data in each mezzanine office/area [eight (8) locations thus minimum] • dedicated circuit for each appliance in the break room [minimum three (3): microwave, refrigerator, and coffee maker] • six [6] additional circuits in break room • conduit concealed in walls or surface-mounted as needed on underside of roof structure • detailed coordination with FCHS of light switch locations 										
<p>DIAGRAMS</p>	<p>See attached documents for existing plan diagrams with approximate locations of proposed spaces.</p>										
<p>PROJECT DELIVERABLES</p>	<table border="1"> <thead> <tr> <th data-bbox="451 1184 808 1220"><u>DELIVERABLE #</u></th> <th data-bbox="824 1184 1520 1220"><u>DESCRIPTION</u></th> </tr> </thead> <tbody> <tr> <td data-bbox="451 1234 808 1270">#1: Plans & Specifications</td> <td data-bbox="824 1234 1520 1270">drawings and specifications provided by licensed design professionals</td> </tr> <tr> <td data-bbox="451 1291 808 1327">#2: Fully-Compliant Building</td> <td data-bbox="824 1291 1520 1327">substantially complete per contract documents and approved by local building inspection department</td> </tr> <tr> <td data-bbox="451 1375 808 1411">#3: Operation & Maintenance Manuals</td> <td data-bbox="824 1375 1520 1411">information on new building systems, fixtures, and equipment for Owner's buildings and grounds department</td> </tr> <tr> <td data-bbox="451 1438 808 1474">#4: Warranties</td> <td data-bbox="824 1438 1520 1474">as described in Conditions of Work, including one [1] year of general warranty covering all Work performed</td> </tr> </tbody> </table>	<u>DELIVERABLE #</u>	<u>DESCRIPTION</u>	#1: Plans & Specifications	drawings and specifications provided by licensed design professionals	#2: Fully-Compliant Building	substantially complete per contract documents and approved by local building inspection department	#3: Operation & Maintenance Manuals	information on new building systems, fixtures, and equipment for Owner's buildings and grounds department	#4: Warranties	as described in Conditions of Work, including one [1] year of general warranty covering all Work performed
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<p>EXCLUSIONS</p>	<p>This project will NOT accomplish or include:</p> <ul style="list-style-type: none"> • furniture [office, meeting room, break room, etc.] • break room appliances • exhibit/gallery consultant or design 										

PROPOSED TIMELINE

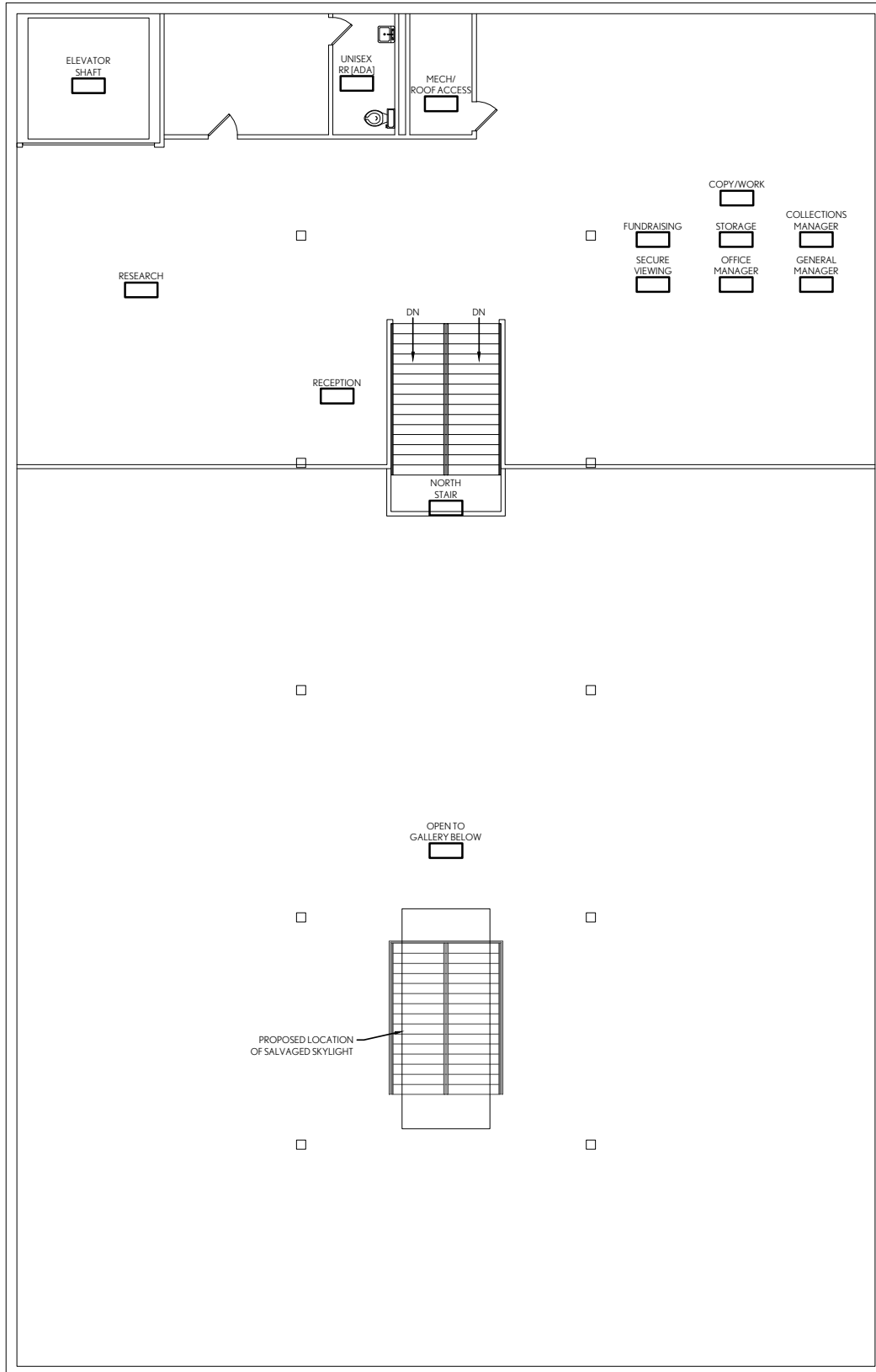
SCOPE of WORK ADVERTISED	Thursday, March 16, 2023
DESIGN-BUILD PROPOSALS DUE	Friday, April 14, 2023
COMMISSION APPROVAL	Monday, April 17, 2023
POTENTIAL INITIAL DEMOLITION & DESIGN START DATE	Monday, April 24, 2023
ESTIMATED CONSTRUCTION COMPLETION DATE	Friday, December 01, 2023

PLAN DIAGRAMS



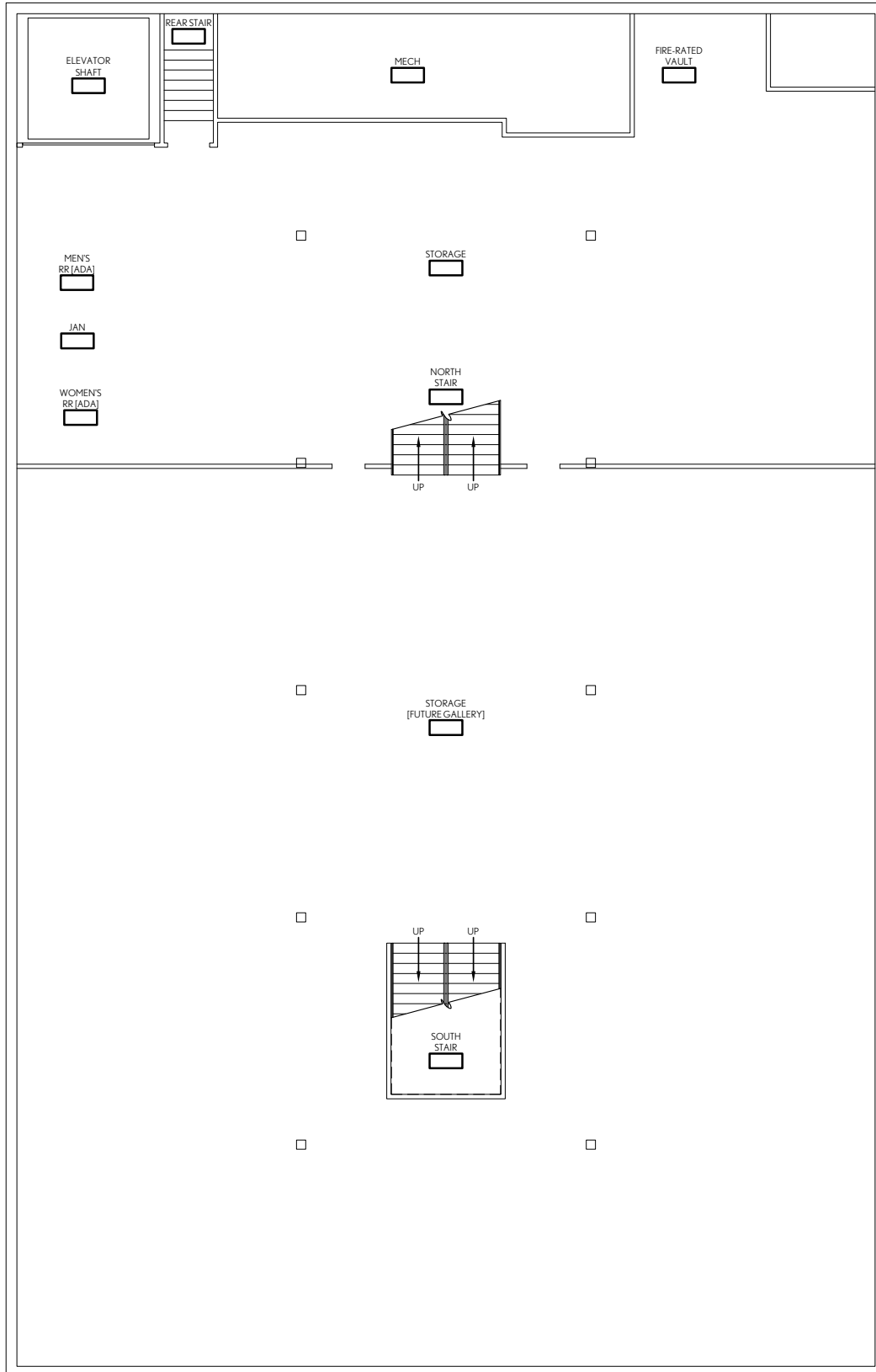
MAIN LEVEL
[NOT TO SCALE]

PLAN DIAGRAMS



MEZZANINE LEVEL
[NOT TO SCALE]

PLAN DIAGRAMS



BASEMENT LEVEL
[NOT TO SCALE]

CONDITIONS OF WORK

INSTRUCTIONS TO OFFERORS

1.1 Offeror's Representations

A. The Offeror by making a bid represents that:

1. The Offeror has read and understands the bidding documents or contract documents.
2. The Bid is made in compliance with the bidding documents.
3. The Offeror has visited the site, become familiar with local conditions under which the work is to be performed, and has correlated the Offeror's personal observations with the requirements of the proposed bidding documents.
4. The Bid is based upon the materials, equipment, and systems required by the bidding documents.
5. The Offeror has investigated all required fees, permits, and regulatory requirements of authorities having jurisdiction and has properly included in the submitted bid the cost of such fees, permits, and requirements not otherwise indicated as provided by Owner.

1.2 Bidding Documents

- A. Offerors shall use complete sets of bidding documents in preparing bids; the Owner assumes no responsibility for errors of misinterpretations resulting from the use of incomplete sets of bidding documents. Bidding documents will not be issued directly to subcontractors.
- B. The Owner may make copies of the bidding documents available on the above terms for the purpose of obtaining bids on the work. No license or grant of use is conferred by issuance of copies of the bidding documents.
- C. The Offeror shall report to the Owner any errors, inconsistencies, or ambiguities discovered in the bidding documents. Clarifications or interpretations required by the Offeror shall be made via written request and received by the Owner at least seven days prior to the date for receipt of bids. Interpretations, corrections, and changes of the bidding documents will be made by addendum.

1.3 Substitutions

- A. The materials, products, and equipment described in the bidding documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.
- B. Where "equal" materials, products, and equipment are specifically stated in the bidding documents, Offeror may provide a similar material, product, or equipment that meets the standard established in the bidding documents, subject to written approval by the Owner before a construction contract is executed.

1.6 Post-Bid Information

- A. The Offeror shall, as soon as practicable or as stipulated in the Bidding Documents, after notification of selection for the award of a Contract, furnish to the Owner through the Owner in writing:
 1. A designation of the Work to be performed with the Offeror's own forces;
 2. Names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work;
 3. Names of persons or entities [including those who are to furnish materials or equipment fabricated to a special design] proposed for the principal portions of the Work; and
 4. A Schedule of Values.
- D. Prior to the execution of the Contract, the Owner will notify the Offeror in writing if either the Owner or Owner, after due investigation, has reasonable objection to a person or entity proposed by the Offeror. If the Owner has reasonable objection to a proposed person or entity, the Offeror may, at the Offeror's option, [1] withdraw the Bid or [2] submit an acceptable

substitution. The Owner may accept the adjusted bid price or disqualify the Offeror. Persons or entities proposed by the Offeror and to whom the Owner have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Owner.

1.7 Performance Bond and Statutory Bond

- A. The Offeror shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Offeror's usual sources. Cost of required bonds shall be included in the Bid. If the Owner requires that bonds be secured from other than the Offeror's usual sources, changes in cost will be adjusted as provided in the Contract Documents.
- B. The Offeror shall deliver the required bonds to the Owner not later than five days following the date of execution of the Contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Offeror shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this part 1.7. Bonds shall be dated the date of the Contract.
- C. The Offeror shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

1.8 Liquidated Damages

- A. The time of completion being an essential part of this contract, the Offeror will use all diligence to complete the project within the time specified on the proposal form. The Offeror will reimburse the Owner for the subsequent expense of supervision and inspection at the rate of two hundred fifty dollars [\$250.00] per day for each additional calendar day in event the work to be performed under this contract is not completed before December 31, 2023. The time for completion shall be extended for a period equivalent to the time lost because of inclement weather, the non-delivery of properly ordered materials, or other causes over which the Offeror has no control. Should a dispute arise, a third-party mediator shall determine the period of extension, if any, and such decision shall be final and binding upon both parties.

1.9 Permit Application

- A. Offeror shall complete building permit application and file with authorities having jurisdiction within five days of the date of execution of the Contract.

PREBID MEETINGS

1.1 PREBID MEETING

- A. The Owner will conduct a Prebid meeting at the Project site at **10:00 am on Monday, March 27, 2023.**
- B. Attendance:
 - 1. Prime Offerors: Attendance at Prebid meeting is mandatory.
 - 2. Subcontractors: Attendance at Prebid meeting is recommended.
- C. Construction contract: Bids will be received for the general contract [all trades].

1.2 Documents are available in electronic format from the Owner.

1.3 Time of Completion

- A. Offerors shall begin the work on receipt of the Notice to Proceed after execution of a construction contract and shall complete the work within the Contract Time.

CONDITIONS OF THE CONTRACT

1.1 Scope of the Work

- A. Offeror is to furnish all labor, materials, equipment, and fees necessary to complete this project in accordance with the plans and specifications. All work is to be done by first class mechanics in a workmanlike manner. Offeror shall be thoroughly familiar with the conditions and procedures as stated within this division prior to bidding this project.

1.2 Access to Site

- A. Offeror shall have full use of Project site for construction operations during construction period. Offeror's use of Project site is limited only by Owner's right to perform work or to retain other Offerors on portions of Project. Owner shall remove any and all personal items or museum property currently stored in the building prior to the start of the Project.

1.3 Work Restrictions

- A. Restricted Substances: Use of tobacco products and other controlled substances on Project site is not permitted.

1.4 Temporary Utilities

- A. Connect to Owner's existing utility services. Clean and maintain service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use. Use of Owner's existing toilet facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner and are returned to condition existing before initial use at Substantial Completion. Owner's existing facilities & utilities include, but are not limited to, the following:

1. Water service and distribution
2. Sanitary facilities
3. Heating & air conditioning as required for conditioning of materials to be used in the space
4. Water disposal services
5. Waste disposal services
6. Light and power necessary for trades to perform their work
7. Power for temporary heat, if needed
8. Barricades, warning signs, lights
9. Environmental protection, if needed
10. Dust barriers/temporary protection as needed
11. Weather protection as required

- B. The Offeror shall be responsible for site maintenance including snow and ice removal for the duration of the construction period.
- C. The Offeror shall operate, protect, and maintain the respective utility services in good working condition and protected from damage caused by freezing or over-heating temperatures and similar elements during the construction period of the entire project or until removal.
- D. The Offeror shall remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion; complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility; remove temporary paving not intended for or acceptable for integration into permanent paving; repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
- D. Any part or parts of permanent service lines, grounds, and buildings disturbed or damaged by the installation and/or removal of the temporary services shall be restored to their original condition by the Offeror.

1.5 Temporary Facilities & Equipment

- A. The Offeror shall provide, if so desired, their own prefabricated or mobile units with lockable entrances, operable windows, and serviceable finishes. Store combustible materials apart from building.
- B. The Offeror shall provide self-contained single-occupant toilet units of the chemical, aerated recirculation, or combustion type, properly vented, and fully enclosed with a glass fiber reinforced polyester shell or similar nonabsorbent material for use by all Offerors and Subcontractors on the site. The number of units should be adequate to provide safe sanitary service for all on-site Offeror personnel and should meet any and all applicable code requirements.
- C. The Offeror shall provide temporary hoists, ramps, ladders, scaffolding, shoring, bracing, and other equipment required for proper progress of the work and remove same at work completion.
- D. The Offeror shall comply with governing regulations regarding available first-aid supplies and shall be held responsible and/or liable for injury to any life and/or property during the course of the work and shall take precautions to guard against the movement, settlement, or collapse of any buildings, walls, roofs, etc., and repair such damage promptly to original condition when done.
- E. The Offeror shall provide hand-carried, portable UL-rated, class “A” fire extinguisher for temporary offices and similar spaces according to prevailing building codes. In other locations, the Offeror shall provide hand-carried, portable, UL-rated, class “ABC” dry chemical extinguisher, or a combination of extinguisher of NFPA recommended classes for the exposures.

1.6 Bond Requirements

- A. The Offeror shall take out, pay for, and maintain at all times during the performance of work under the contract, through companies and agencies approved by the Owner, and containing provisions satisfactory to the Owner, the following liability insurance and Bonds:
 - 1. Performance & Maintenance Bond
 - 2. Statutory Bond
- B. The Offeror shall furnish a Performance and Maintenance Bond, legally issued, meeting the approval of, and running to the Owner, in an amount not less than the total contract price of said improvements, conditioned upon the prompt, full, and complete performance by the Offeror of their covenants and agreement contained in the contract documents and indemnifying the Owner against all claims, loss, or damage which he may sustain or suffer by reason of any injury to persons or property occasioned by the action of the Offeror or their employees.
- C. Incorporated in the Performance and Maintenance Bond, legally issued and running to the Owner, shall be the condition that the Offeror shall maintain and make all repairs to the improvements constructed by him, at Offeror’s own expense and free of charge to the Owner, for the period of one [1] year after the date of acceptance of said work by the Owner, any of which repairs may become necessary within such period by reason of any imperfection of the material used, by reason of any defective workmanship, or any improper, imperfect, or defective preparation of the ground upon which any such improvements shall be laid including the correction of any backfill settlement and all results of backfill settlement.
- D. The Offeror shall furnish a Statutory Bond, legally issued, meeting the approval of the Owner and running to the State of Kansas, in an amount equal to the contract price of said improvements, and conditioned that the Offeror shall pay all indebtedness incurred for labor, supplies, equipment, and materials furnished in making the improvements called for herein. The Statutory Bond shall be placed on file with the Clerk of the District Court of the district where the work is located and a receipt acknowledging such filing shall be delivered to the owner along with the Statutory Bond.
- E. The Bonds required by the contract documents shall be in amounts at least equal to the contract price and shall be delivered to the Owner simultaneously with the execution and delivery of the construction contract.

1.7 Insurance Requirements

- A. The Offeror shall purchase and maintain throughout the duration of this contract, and recommended for five [5] years thereafter, such types of insurance and in such amounts as may be necessary to protect himself and the interests of the Owner, including the following:
1. Worker's Compensation and Employer's Liability: This insurance shall protect the Offeror against all claims under applicable state worker's compensation laws. The Offeror shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall include an "all states" endorsement if available. The liability limits shall not be less than the following:
 - a. Worker's Compensation: Statutory
 - b. Employer's Liability: \$1,000,000.00 Each Person
 2. Comprehensive Automobile Liability: This insurance shall be written in comprehensive form and shall protect the Offeror against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on or off the site of all motor vehicles, whether they are owned, non-owned, or hired. The liability limits shall not be less than the following:
 - a. Bodily Injury or Disease: \$1,000,000 Each Person
\$5,000,000 Each Occurrence
 - b. Property Damage: \$5,000,000 Each Occurrence
 3. Comprehensive General Liability: This insurance shall be written in comprehensive form and shall protect the Offeror against all claims arising out of any act or omission of the Offeror or their agents, employees, or subcontractors. To the extent that the Offeror's work, or work under their direction, may require blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property. Such insurance shall be endorsed to state that it is primary and shall not contribute with any insurance or self-insurance maintained by the Owner. Such insurance shall also be endorsed to designate the Owner, its elected and appointed officials, agents, employees, and volunteers as additional insureds. The liability limits shall not be less than the following:
 - a. Bodily Injury: \$1,000,000 Each Person
\$1,000,000 Each Occurrence
 - b. Property Damage: \$5,000,000 Each Occurrence
\$10,000,000 Aggregate
 4. Builder's Risk Insurance: The **Offeror** shall carry insurance to insure the Builder's Risk for "All Risks" [Special Form] or its equivalent, at replacement cost for materials, supplies, equipment, machinery, and fixtures that are, or will become, part of the Owner's property. Such insurance shall remain in effect until completion of the Project and acceptance of the Work by the Owner.
 5. Professional Liability: The liability limits shall not be less than \$2,000,000.00 per occurrence.
 6. Pollution Liability Insurance: This insurance shall cover bodily injury, property damage, cleanup, and defense costs. The policy shall be endorsed to include the Owner, its elected and appointed officials, agents, employees, and volunteers as additional insureds. The liability limits shall not be less than \$1,000,000.00 per claim.
- B. Special Provisions Applicable to All Coverages:
1. The Offeror shall immediately notify the Owner of cancellation or non-renewal.
 2. Self-insured retentions must be declared and approved by the Owner.

- C. Evidence of Insurance: Before the work is started, the Offeror shall forward to the Owner one copy each of a Certificate of Insurance or Memorandum of Insurance evidencing that all required insurance is in force, executed by an authorized representative of the insurance company. The Offeror must certify to the Owner that Offeror has obtained similar Certificates or Memorandum evidence of insurance from each of its sub-Offerors of the same character and in the same amounts as the Offeror.
- D. Acceptability of Insurers: Any insurance placed with commercial insurers shall be placed with insurers that maintain an A.M. Best rating of A-, VII or better, or that otherwise meet the written approval of the Owner.
- E. Subcontractors: The Offeror shall ensure that all subcontractors maintain insurance that complies with the requirements stated herein.

1.8 Guarantee

- A. The Offeror shall guarantee and make good without cost to the Owner any defects, settlement, shrinkage, and other faults in the work arising from improper materials or workmanship which may appear within one [1] year after the acceptance of the work [except for specific guarantees of another length of time specified elsewhere] and shall keep in repair for the period free of expense to the Owner. Part or full payment for the work shall not relieve him in any way of such responsibility. This guarantee shall not apply to injuries occurring after final acceptance due to malicious or careless action of parties not properly under the Offeror's control.

1.9 Equipment, Material, & Requests for Substitutions

- A. Equipment and material differing from those specified in this specification may be submitted, providing the Offeror clearly states such differences and provided all essential requirements of the specifications are strictly adhered to. If equipment and material offered under this provision are, in the opinion of the Owner, equal to or better than those specified, they will be given consideration.

1.10 Commencement, Prosecution, and Completion

- A. The Offeror will be required to commence work under this contract within ten [10] days of the Notice to Proceed, to prosecute said work with faithfulness and energy and to complete the entire work, ready for use in an expeditious manner. The Offeror shall be responsible for coordinating all activities with the Owner and Owner.
- B. The time stated for completion shall include final clean-up of the premises. If completion of the work to be performed under the terms of this contract is delayed by reasons of delay in the performance of any work to be performed by the Offeror or other contractors, and which is essential to the work performed under this contract, such delay shall not constitute a basis for any claim against the Owner, but the time of performance will be extended for a period equal to such delay or as otherwise mutually agreed upon, subject to the terms stated in paragraph 1.8 "Liquidated Damages" of Section 002113 Instructions To Offerors.

GENERAL REQUIREMENTS OF WORK

1.1 Drawings

- A. Drawings are provided for reference purposes only. Offerors are to provide drawings and supporting documents sealed by licensed professionals as required by the City of Dodge City.

1.2 Required Shop Drawing Submittals, Materials, Samples, and Tests

- A. Where appropriate, the Offeror shall prepare and submit shop drawings, materials, samples, and tests in accordance with the agreements reached during the preconstruction conference. Shop Drawings shall illustrate principal component parts, methods of assembly, mechanical and electrical connections, accessories, and relationship to the building components. Additional information is found in Section 013300 Submittal Procedures.

1. It is the responsibility of the Offeror to submit all shop drawings of fabricated work sufficiently in advance of requirements to afford the Owner ample time for checking, correcting, and, if resubmission is necessary, rechecking. Any pertinent fabricated work is at the Offeror's risk. No consideration will be given to shop drawings which do not bear the stamp of the Offeror evidencing that he has checked them. Transmittal of shop drawings to the Owner is to be in writing and any variations from contract requirements are to be described in such writing and subsequently covered by an approved Change Order. Approvals of shop drawings to be valid must be in writing by the Owner.
2. Shop drawings are to be submitted electronically to the Owner for approval. The Owner will deliver one copy of approved drawings to the Local Authority when required.
3. Any approval given does not relieve the Offeror of the responsibility of executing the work in accordance with contract terms or of correcting errors.

C. List of Required Shop Drawings:

- | | |
|--------------------------------|--|
| 1. Project Sign | 14. Vinyl Tile & Base |
| 2. Millwork | 15. Ceramic/Porcelain Tile |
| 3. Wood Cabinetry/Shelving | 16. Carpet & Carpet Seaming Pattern |
| 4. Roof Coating System | 17. Solid Surface Material |
| 5. Roof Access Scuttle | 18. Toilet Accessories |
| 6. Hollow Metal Doors & Frames | 19. Toilet Partitions |
| 7. Flush Wood Doors | 20. Signage |
| 8. Aluminum Doors & Windows | 21. Fire Extinguishers & Cabinets |
| 9. Aluminum Storefront Systems | 22. Window Coverings & Hardware |
| 10. Glass & Glazing | 23. All Vault Equipment |
| 11. Finish Hardware Schedule | 24. All Mechanical Equipment and Materials |
| 12. Cabinet Hardware | 25. All Plumbing Fixtures |
| 13. Paint/Coatings/Colors | 26. All Electrical Fixtures, Appliances, & Equipment |

1.3 Preparation

- A. Properly prepare all work to receive subsequent work or finish. Each subcontractor shall notify the Offeror if any work is unsatisfactory to receive such subsequent work or finish and the Offeror shall receive the Owner's instructions before proceeding.

1.4 Materials, Equipment, and Substitutions

- A. The intent of these Specifications is to allow ample opportunity for the Offeror to prosecute the work to their and the Owner's best advantage and to permit maximum competition in bidding on standards of materials and equipment required.
- B. Where materials or equipment are described but not named, provide required first quality items, adequate in every respect for the intended use; such items subject to Owner's approval prior to procurement. After execution of contract, substitution of product brands for those named in specifications will not be permitted.
- C. Materials and equipment proposed for substitution shall be equal or superior to that specified, as determined by Owner, whose decision shall be final and without recourse. Physical size of substitution brand shall not be larger than the space provided for it. Requests must be accompanied by full description and technical data, submitted electronically, including manufacturer's name, model, catalog number, photographs or cuts, physical dimensions, operating characteristics, and any other information necessary for comparison.

1.5 Tests of Materials

- A. Furnish materials and equipment that have been properly inspected and tested in accordance with accepted industries standards. Make field or laboratory tests where specified herein, the costs of such being paid for by Offeror. Should such tests or visual observation indicate failure of materials or construction to meet requirements of drawings and/or Specifications, Offeror shall make and pay for additional tests, as directed by Owner, until compliance has been proven, and should such work fail to comply Offeror shall replace it at Offeror's own expense.

1.7 Protection of Work and Property

- A. Transport, handle, store, and erect materials in a manner to keep them free from damage. Protect work in place requiring job-finishing until such finishing has been completed. Dustproof partitions shall be installed at all openings connecting portions of buildings being worked on adjacent to other areas when required.
- B. Protect previously placed work by suitable coverings or other protections during installation of subsequent work. Clean off any foreign materials accidentally deposited on finished surfaces and, where such would stain, corrode, or otherwise disfigure, clean same immediately with material that will not damage finished work. Where finished floors are subject to damage, suitably cover traffic areas until building acceptance.

1.8 Source Limitations

- A. Obtain each component or system of components from a single source from single manufacturer.

1.9 Receiving and Storing Materials

- A. On receipt of materials, check for in-transit damage in ample time to replace any damaged materials prior to installation time.
- B. Wherever possible deliver materials and equipment to Project Site in manufacturer's original packages, keeping labels intact until final cleaning.
- C. Where items are to be job-assembled, label, tag, mark, or otherwise properly identify each component part until incorporated in building.
- D. Store materials in a manner to prevent deterioration, staining, soiling, and intrusion of foreign materials. Provide waterproof, well-ventilated enclosures for materials subject to damage by freezing and frost.
- E. Remove from premises any materials showing deterioration or damage and replace with new.

1.10 Appropriate Materials and Installation

- A. Before submitting proposal, Offeror, their subcontractors, and material suppliers should observe the Scope of Work; should any material and/or its installation be indicated or specified in a manner not approved by the material manufacturer, notify Owner and receive instructions. Failing to do so, Offeror shall provide other equivalent materials suitable for the installation, as selected by Owner, or if not discovered until after installation, Offeror shall replace materials with such other equivalent suitable and selected materials, and in either event at no added cost to Owner.
- B. Performance Requirements: For all components and systems, comply with manufacturer performance requirements and as specified herein.
- C. For all components and systems, provide manufacturer's standard equipment and accessories as required for a complete installation.

1.11 Closing-In Work

- A. Offeror to notify their subcontractors, the Owner, and all contractors and subcontractors under the Owner when the Offeror is ready for them to install their portions of the work and see that they comply within a reasonable period of time. Neither enclose nor cover any piping, wiring, ducts, equipment, or other items until proper tests and inspections have been made by Owner and/or proper authorities. Notify Owner to inspect any work when placing of subsequent work would prevent observation of previous work.

1.12 Installations

- A. Make field check of actual building dimensions before product installation.

- B. Furnish, apply, install, connect, erect, clean, and condition manufactured articles, materials, and equipment per manufacturer's printed directions, unless otherwise indicated or specified. Manufacturer's printed directions must be on job prior to and during installation of materials and equipment.
- C. Provide all attachment devices and materials necessary to secure material together or to other materials and to secure work of other trades. Scribe and/or otherwise neatly fit materials to adjoining materials. Where fabrics, plastics, and other such items join, make seams tight, secure, and inconspicuous.
- D. Make allowance for ample expansion and contraction for all building components subject to same. Install materials only when conditions of temperature, moisture, humidity, and condition of adjacent building components are conducive to achieving best installation results.
- E. In job-assembling, each trade properly cut and fit to make its assemblies fit accurately and cut and fit as necessary for other trades having work occurring therein. Correct errors in cutting, shop fabrication and installation. Where necessary to cut into other building components, do so only in a manner not to damage building structurally nor aesthetically, then repair adjoining parts thoroughly and neatly.
- F. Handle materials in a manner to prevent scratching, abrading, distortion, chipping, breaking, or other disfigurement.
- G. Unless indicated, fabricate and install materials true to line, plumb, and level. Leave finished surfaces smooth and flat or of smooth contour where indicated, free from wrinkles, warps, scratches, dents, and other imperfections. Provide quality of workmanship not less than the commercially accepted standards of that trade.
- H. Consult Owner for mounting height or position of any unit not specifically located.
- I. Mix no more materials than can be used before materials begin to "set." Mix no partially "set" batch with another. Clean tools and appliances prior to mixing materials that can be contaminated.
- J. Conduct work in a manner to avoid injury to previously placed work. Do not disturb materials requiring curing time until appropriate curing time has transpired.

1.13 Repairs

- A. Unless Owner grants permission to repair any defective work, remove from project any work not in accordance with Contract Documents. Permission to repair any such work shall not constitute a waiver of Owner's right to require complete removal of defective work if repair operation does not restore quality and appearance of member or surface to Owner's satisfaction. If permission is granted, repair according to Owner's directions.

1.14 Finishing

- A. Touch-up imperfections in surfaces, paint, and other finishes after all contractors and tradesmen have completed their work. Clean surfaces using appropriate materials and methods that will thoroughly clean but not damage materials and their finishes.

1.15 Completed Work

- A. Completed work shall find materials structurally sound, free from scratches, abrasions, distortions, chips, breaks, blisters, holes, splits, or other disfigurement considered as imperfections for the specific material. Finished installations shall illustrate first-class workmanship. Completed surfaces shall be thoroughly clean and free from foreign materials and stains.

1.16 Warranties and Lien Waivers

- A. Before being eligible for final payment, Offeror shall deliver to Owner, through Owner, all manufacturer's and special warranties specified for materials, equipment, and installations and all lien waivers from themselves, subcontractors, and material suppliers.

ALLOWANCES

1.1 Contingency Allowances

- A. Use the contingency allowance only as directed by Owner for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
- B. Contractor's related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.
- C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit.
- D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

1.2 Testing & Inspecting Allowances

- A. Testing and inspecting allowances include the cost of engaging testing agencies, actual tests and inspections, and reporting results.
- B. The allowance does not include incidental labor required to assist the testing agency or costs for retesting if previous tests and inspections result in failure. The cost for incidental labor to assist the testing agency shall be included in the Contract Sum.
- C. Costs of testing and inspection services not required by the Contract Documents are not included in the allowance.
- D. At Project closeout, credit unused amounts remaining in the testing and inspecting allowance to Owner by Change Order.

1.3 Lump-Sum Allowances

- A. Allowance shall include cost to Contractor of specific products and materials selected by Owner under allowance and shall include taxes, freight, and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.
- C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner or return unused material for storage by Owner. Deliver unused material to Owner's storage space as directed, after installation has been completed and accepted.

1.4 Schedule of Allowances

- A. Allowance #1: Contingency Allowance: Include the sum of Two Hundred Thousand Dollars [\$200,000.00] for use according to Owner's written instructions.
- B. Allowance #2: Testing & Inspections Allowance: Include the sum of Five Thousand Dollars [\$5,000.00] for testing and inspection by third-party inspector.
- C. Allowance #3: Lump-Sum Allowance: Include the sum of One Hundred Ninety Thousand Dollars [\$190,000.00] for flooring [excluding concrete finishing] and wall tile.
- D. Allowance #4: Lump-Sum Allowance: Include the sum of Twenty Thousand Dollars [\$20,000.00] for wood trim, excluding wall base [wainscoting, column wraps, etc].
- E. Allowance #5: Lump-Sum Allowance: Include the sum of Thirty Thousand Dollars [\$30,000.00] for movable partition at meeting room.

- F. Allowance #6: Lump-Sum Allowance: Include the sum of Ten Thousand Dollars [\$10,000.00] for basement vault door.
- G. Allowance #7: Lump-Sum Allowance: Include the sum of Sixty Thousand Dollars [\$60,000.00] for public address sound system and audio/visual equipment.

ALTERNATES

- 1.1 Procedures:
 - A. Execute accepted alternates under the same conditions as other Work of the Contract.
 - B. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- 1.2 Alternates listed herein are part of the Work only if enumerated in the Agreement. The cost for each alternate is the net addition to the Contract Sum to incorporate alternates into the Work.
- 1.3 The Offeror shall be responsible for determining from the Contract Documents the effects of each alternate on the Contract Time and the Contract Sum.
- 1.4 Owner reserves the right to accept or reject any alternate, in any order, and to award or amend the Contract accordingly within ten [10] days of the Notice of Award unless otherwise indicated in the Contract Documents.
- 1.5 Acceptance or non-acceptance of any alternates by the Owner shall have no effect on the Contract Time unless the "Schedule of Alternates" Article below provides a formatted space for the adjustment of the Contract Time.
- 1.6 Provide a lump-sum figure for each Alternate listed in the schedule.
- 1.7 Schedule of Alternates:
 - A. Alternate #1: Asbestos Abatement
 - 1. Provide separate unit-cost-per-square-foot totals for each of the following:
 - a. Floors [all levels]
 - b. Walls [excluding the south, west, and north exterior walls and east property-bounding shared wall]
 - c. Ceilings [full underside of roof deck and main level floor structure]
 - B. Alternate #2: Lead Paint Abatement
 - 1. Provide separate unit-cost-per-square-foot totals for each of the following:
 - a. Walls [excluding the south, west, and north exterior walls and east property-bounding shared wall]
 - b. Ceiling [full underside of roof deck and main level floor structure]
 - C. Alternate #3: Roof Replacement
 - 1. investigate existing roof deck to determine type and thickness of structural materials
 - 2. replace all membranes and flashing with new TPO system and add crickets as appropriate, pending confirmation of existing roof structure
 - D. Alternate #4: Exterior Marquee Sign – Programmable LED Display
 - 1. Remove existing sign cabinet on west side only and replace with new electronic message center cabinet approximately 4'-6" high x 16'-3" wide; equal to WatchFire RGB full-color display

2. To be executed only with variance from local governing authorities

SUBSTITUTION PROCEDURES

1.1 Action Submittals

- A. Offeror shall submit an electronic copy of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
- B. Owner's Action: If necessary, Owner will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Owner will notify Offeror of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- C. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

CONTRACT MODIFICATION PROCEDURES

1.1 General

- A. All changes to the Work included in the Contract are to be approved by written documentation and will include the signatures of the Owner and Offeror before any Work related to that change occurs.

PAYMENT PROCEDURES

1.1 Applications for Payment

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments paid for by Owner.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Offeror. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as forms or as templates for Applications for Payment.
- D. Retainage: Payment will be withheld on work that has been successfully completed and accepted by the Owner and Offeror at a rate of five percent [5%]. Retainage will be released on the Final Application for Payment upon Owner and Offeror approval of Final Inspection.
- E. Waivers of Mechanic's Lien: Submit final waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment with final Application for Payment.
- F. Application for Payment at Substantial Completion: After Owner issues the Certificate of Substantial Completion, submit an Application for Payment showing one hundred percent [100%] completion for portion of the Work claimed as substantially complete.
- G. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases.

PROJECT MANAGEMENT AND COORDINATION

1.1 General Coordination Procedures

- A. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.
 - B. Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
- 1.2 Requests for Information [RFIs]
- A. Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Offeror shall prepare and electronically submit an RFI in the Offeror's standard form.
- 1.3 Project Meetings
- A. Preconstruction Conference: The Offeror shall schedule and conduct a preconstruction conference before starting construction, at a time convenient to the Owner and Owner, but no later than 15 days after execution of the Agreement.
 - 1. Attendees: Authorized representatives of the Owner, Owner, and their consultants; Offeror and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 2. Agenda: Discuss items of significance that could affect progress.
 - 3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
 - B. Progress Meetings: Schedule and conduct meetings and conferences at Project site [unless otherwise indicated] at regular intervals.
 - 1. Coordinate dates of meetings with preparation of payment requests.
 - 2. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Owner of scheduled meeting dates and times a minimum of 10 working days prior to meeting.
 - 3. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees. Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - 4. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Owner, within seven days of the meeting.
 - C. Coordination Meetings: The Offeror shall conduct coordination meetings with their subcontractors at regular intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and pre-installation conferences.

PHOTOGRAPHIC DOCUMENTATION

- 1.1 Construction Photographs
 - A. Take photographs with maximum depth of field and in focus. Maintain key plan with each set of construction photographs that identifies each photographic location.

- B. Preconstruction Photographs: Before starting construction, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points. Flag construction limits before taking construction photographs.
- C. Periodic Construction Photographs: Take photographs coinciding with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.
- D. Final Completion Construction Photographs: Take photographs after date of Substantial Completion for submission as Project Record Documents. Owner will designate desired vantage points.
- E. Additional Photographs: Owner may request photographs in addition to periodic photographs specified. Additional photographs will be paid for by Change Order and are not included in the Contract Sum.

SUBMITTAL PROCEDURES

1.1 Submittal Formats

- A. Identify options requiring selection by Owner. Clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Owner on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.
- B. Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number and related Specification Section. Transmit to Owner via email.
- C. Allow 15 days for each submittal review, including for each resubmittal and concurrent consultant review. Where sequential review of submittals by Owner's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal. Time for review shall commence on Owner's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1.2 Submittal Requirements

- A. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
- B. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available. Submit one full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Provide physical samples whenever possible. Owner will return submittal with options selected.
- C. Indicate Offeror's approval for each submittal. Include name of reviewer, date of Offeror's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

QUALITY REQUIREMENTS

1.1 General

- A. Conflicting Requirements: If compliance with two or more standards or requirements are specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Owner for direction before proceeding.

- B. Schedule of Tests and Inspections: Prepare in tabular form and provide to the Owner upon completion of all tests and inspections.
- C. Reports: Prepare and submit certified written reports and documents as specified.
- D. Permits, Licenses, and Certificates: For Owner's record, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents established for compliance with standards and regulations bearing on performance of the Work.

1.2 Quality Control

- A. Offeror Responsibilities: Tests and inspections not explicitly assigned to Owner are Offeror's responsibility. Perform additional quality-control activities, whether specified or not, to verify and document that the Work complies with requirements.
- B. Retesting/Reinspecting: Regardless of whether original tests or inspections were Offeror's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- C. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents and provide to Owner before any testing or inspection begins.

2.1 Repair and Protection

- A. On completion of testing, inspection, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Offeror's responsibility, regardless of the assignment of responsibility for quality-control services.

TEMPORARY FACILITIES AND CONTROLS

1.1 Materials & Equipment

- A. Chain-Link Fencing: Provide chain-link fencing system as required for safety and security of Project site.
- B. Project Sign: Subject to Owner approval, provide fencing windscreen privacy screen with printed graphics, to be coordinated with Owner and Owner.

2.1 Support Facilities Installation

- A. Parking: Public parking lots are available for use to the west of the Project site. The alley to the north is not to be used for parking. Coordinate use of alley for temporary loading or installation of equipment and materials with local governing authorities.
- B. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- C. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
 - 1. Temporary Signs: Provide signs as required to inform public and individuals seeking entrance to Project.
 - 2. Provide temporary, directional signs for construction personnel and visitors. Maintain and touch up signs so they are legible at all times.

- D. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction.

2.2 Security and Protection Facilities Installation

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- B. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using materials approved by authorities having jurisdiction.
- C. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- D. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior. Where heating or cooling is needed and permanent enclosure is incomplete, insulate temporary enclosures.
- E. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.
- F. Protect Project site and any stored materials from incurring water absorption or water damage. Use recommended practices to prevent build-up of mold and mildew.

2.3 Operation, Termination, and Removal

- A. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period.

PRODUCT REQUIREMENTS

1.1 Submittals

- A. Comparable Product Request Submittal: Submit request for consideration of each comparable product. Identify basis-of-design product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
- B. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product. Submit additional documentation required by Owner in order to establish equivalency of proposed products. Evaluation of "or equal" product status is by the Owner, whose determination is final.

2.1 Comparable Products

- A. Conditions for Consideration of Comparable Products: Owner will consider Offeror's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Owner may return requests without action, except to record noncompliance with these requirements:
 1. Evidence that proposed product does not require revisions to the Contract Documents, is consistent with the Contract Documents, will produce the indicated results, and is compatible with other portions of the Work; detailed comparison of significant qualities of proposed product with those named in the Specifications; significant product qualities include

- attributes such as type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics; and other specific features and requirements.
 - 2. Evidence that proposed product provides specified warranty.
 - 3. List of similar installations for completed projects with project names and addresses and names and addresses of Owners and owners, if requested.
 - 4. Samples, if requested.
- B. Submittal Requirements: Approval by the Owner of Offeror's request for use of comparable product is not intended to satisfy other submittal requirements. Comply with specified submittal requirements.

EXECUTION

1.1 Existing Conditions:

- A. The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical, and electrical systems, and other construction affecting the Work.
- 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services; and other utilities.
 - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

2.1 Preparation

- A. Existing Utility Information: Furnish information to [local utility] [Owner] that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- 1. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered or there is need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, immediately submit a request for information to Owner before continuing with the Work.

2.2 Construction Layout

- A. General: Engage a land surveyor to lay out the Work using accepted surveying practices.
- 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
 - 2. Establish limits on use of Project site.
 - 3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 - 4. Inform installers of lines and levels to which they must comply.
 - 5. Check the location, level and plumb, of every major element as the Work progresses.
 - 6. Notify Owner when deviations from required lines and levels exceed allowable tolerances.

7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
 - B. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.
 - C. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
 - D. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Owner and Offeror.
 - E. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations. Do not change or relocate existing benchmarks or control points without prior written approval of Owner. Report lost or destroyed permanent benchmarks or the need to relocate permanent benchmarks to Owner and receive response before proceeding.
- 3.1 Cutting and Patching:
- A. Do not cut and/or patch structural elements. If Offeror finds reason to cut and/or patch structural elements, notify Owner of locations and details of cutting and await directions from Owner before proceeding.
 - B. Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Owner's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
 - C. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void any warranties.
 - D. Temporary Support: Provide temporary support of work to be cut.
 - E. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
 - F. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - G. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
 - H. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.
- 3.2 Materials
- A. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Owner for the visual and functional performance of in-place materials.

3.3 Installation

- A. Tools and Equipment: Where possible, select tools or equipment that minimize production of excessive noise levels.
- B. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
- C. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- D. Repair or remove and replace damaged, defective, or nonconforming Work.

3.4 Progress Cleaning

- A. Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully. Maintain Project site free of waste materials and debris.
- B. Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work. Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- C. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- D. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- E. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.
- F. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- G. Limiting Exposures: Supervise construction operations to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

- 3.5 Protection of Installed Construction: Provide protection and ensure that installed Work is without damage or deterioration at time of Substantial Completion. Comply with manufacturer's written instructions for temperature and relative humidity.

CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

1.1 Performance Requirements

- A. Practice efficient waste management in the use of materials in the course of the Work. Use all reasonable means to divert construction and demolition waste from landfills and incinerators. Facilitate recycling and salvage of materials where possible.

2.1 Disposal of Waste

- A. Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

- B. Burning: Do not burn waste materials.

CLOSEOUT PROCEDURES

1.1 Final Completion Procedures

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
 - 1. Submit a final Application for Payment according to Section 012900 "Payment Procedures."
 - 2. Certified List of Incomplete Items: Submit certified copy of Owner's Substantial Completion inspection list of items to be completed or corrected punch list, endorsed and dated by Owner. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 - 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 - 4. Submit pest-control final inspection report.
 - 5. Submit final completion photographic documentation.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of ten [10] days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Owner will either proceed with inspection or notify Offeror of unfulfilled requirements. Offeror will prepare a final Certificate for Payment after inspection.
 - 1. Perform final cleaning before requesting final inspection.
- C. Owner will compile a list of incomplete items, or Punch List, upon completion of requested final inspection which addresses incomplete items or items needing correction and provide to Offeror. Offeror will make the necessary corrections and completion of items and request a re-inspection.
- D. Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.2 Submittal of Project Warranties

- A. Time of Submittal: Submit written warranties on request of Owner for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
- C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document. Submit on flash drive to Owner.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

2.1 Materials

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

3.1 Repair of the Work

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

- B. Repair, or remove and replace, defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
- 3.2 Final Cleaning: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

OPERATION AND MAINTENANCE DATA

1.1 Closeout Submittals

- A. Submit operation and maintenance manuals indicated. Provide content for each manual as specified in individual Specification Sections, and as reviewed and approved at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
- B. Format: Submit operation and maintenance manuals in PDF format on a flash drive. Enable reviewer comments on draft submittals.
- C. Initial Manual Submittal: Submit draft copy of each manual at least 30 days before commencing demonstration and training. Owner will comment on whether general scope and content of manual are acceptable. Correct or revise each manual to comply with Owner's comments.
- D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Owner may return copy with comments.

1.2 Format of Operation and Maintenance Manuals

- A. Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required. Use electronic files prepared by manufacturer where available.
- B. File Names and Bookmarks: Bookmark individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.

1.3 Requirements for Manuals

- A. Organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Include a table of contents.
- B. Arrange contents alphabetically by system, subsystem, and equipment.
- C. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents.
- D. Assemble a complete set of data indicating operation of each system, subsystem, and piece of equipment not part of a system. Include information required for daily operation and management, operating standards, and routine and special operating procedures. In addition to requirements in this Section, include operation data required in individual Specification Sections
- E. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

- F. Piped Systems: Diagram piping as installed, and identify color coding where required for identification.

1.4 Systems and Equipment Maintenance Manuals

- A. Assemble a complete set of data indicating maintenance of each system, subsystem, and piece of equipment not part of a system. Include manufacturers' maintenance documentation, preventive maintenance procedures and frequency, repair procedures, wiring and systems diagrams, lists of spare parts, and warranty information. Include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranties and bonds as described below.
- B. Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services. Include copies of maintenance agreements with name and telephone number of service agent.
- C. Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds. Include procedures to follow and required notifications for warranty claims.

1.5 Product Maintenance Manuals

- A. Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work. Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- C. Include lists of materials and local sources of materials and related services. Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds. Include procedures to follow and required notifications for warranty claims.

PROJECT RECORD DOCUMENTS

1.1 Record Drawings

- A. Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.

1.2 Record Specifications

- A. Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1.3 Maintenance of Record Documents

- A. Do not use project record documents for construction purposes.
- B. Provide one [1] digital copy to Owner at Project closeout.

PROPOSAL FORM

PROJECT: #21004-1 Ford County Legacy Center - Phase 2

OWNER INFORMATION:

Entity Name: Ford County, Kansas

Street Address: 100 Gunsmoke

City/State/Zip: Dodge City, KS 67801

Phone: [620] 227-4670

Contact: JD Gilbert

Email: jgilbert@fordcounty.net

DESIGN-BUILD TEAM INFORMATION:

Offeror Name:

Street Address:

City/State/Zip:

Phone:

Contact:

Email:

BASE BID, SINGLE-PRIME [ALL-TRADES] CONTRACT

The Offeror has examined the Statement of Work [SoW] and based on this examination, and having visited the site, and being familiar with all conditions and requirements of the Work, the Offeror agrees to furnish all design, labor, material, equipment, services, and supplies, including all scheduled allowances, necessary to complete the construction of the above-named project, and perform all work and operations in accordance with Ford County and State of Kansas requirements and within the period of performance specified, for the stipulated sum of:

_____ Dollars [\$ _____]
[written words will govern in case of discrepancy]

ALTERNATES

The undersigned Offeror proposes the amount below be added to the Base Bid as alternates may be accepted by Owner. Amounts listed for each alternate include costs of related coordination, modification, or adjustment. Additional calendar days may be adjusted depending on number/combination of alternates selected for inclusion.

Alternate #1 - Asbestos Abatement: ADD _____ calendar days to adjust the Contract Time for this alternate.

- a. Floors: Unit Cost of _____ Dollars [\$ _____] per SF
b. Walls: Unit Cost of _____ Dollars [\$ _____] per SF
c. Ceilings: Unit Cost of _____ Dollars [\$ _____] per SF

Alternate #2 - Lead Paint Abatement: ADD _____ calendar days to adjust the Contract Time for this alternate.

- a. Walls: Unit Cost of _____ Dollars [\$ _____] per SF
b. Ceilings: Unit Cost of _____ Dollars [\$ _____] per SF

Alternate #3 - Roof Replacement: ADD _____ calendar days to adjust the Contract Time for this alternate.

_____ Dollars [\$ _____]

Alternate #4 - Exterior Marquee Sign Programmable LED Display: ADD _____ calendar days to adjust the Contract Time for this alternate.

_____ Dollars [\$ _____]

SUBCONTRACTORS

The following companies shall execute subcontracts for the portions of the Work indicated:

- 1. Roofing: _____
2. HVAC: _____

- 3. Electrical: _____
- 4. Plumbing: _____
- 5. Exterior Signage: _____
- 6. Fire Safety Systems: _____

DESIGNERS

The following companies shall execute design contracts for the portions of the Work indicated:

- 1. Architect: _____
- 2. Civil Engineer: _____
- 3. Structural Engineer: _____
- 4. Mechanical Engineer: _____
- 5. Electrical Engineer: _____
- 6. Plumbing Engineer: _____

TIME OF COMPLETION

The undersigned Offeror proposes and agrees hereby to commence Work within _____ **calendar** days after Execution of a Notice to Proceed and shall fully complete the Work within _____ **calendar** days.

ACKNOWLEDGEMENT OF ADDENDA

The undersigned Offeror acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

- 1. Addendum # _____, dated: _____
- 2. Addendum # _____, dated: _____
- 3. Addendum # _____, dated: _____
- 4. Addendum # _____, dated: _____

WITHDRAWAL OF PROPOSAL

The undersigned Offeror agrees that its proposal will remain firm and will not be withdrawn for a period of ninety [90] calendar days after the scheduled closing time for receipt of proposals.

REJECTION OF PROPOSALS

The undersigned Offeror understands that Ford County reserves the right to waive any informality in the proposal and to reject any or all proposals in whole or part.

STATEMENT OF GOOD FAITH

The undersigned Offeror does hereby declare and stipulate that this proposal is made in good faith, without collusion or connection with any other person or persons bidding for the same work, and that it is made in pursuance of the subject to all the terms and conditions of the Scope of Work pertaining to the work to be done, all which have been examined by the undersigned.

SUBMITTED BY:

[Offeror Representative's Authorized Signature]

[Date]

[Offeror Representative's Typed or Printed Name]

[Title]

ATTEST: _____
[Signature]

[Date & Title]

[Contractor License #]