STATE OF KANSAS
Event Details

PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
17300-EVT0003634	Sell	RFx	1
Event Round	**Version**		
1	1		
Event Name			
New Energy and Service Center - Topeka			
Start Time		**Finish Time**	
03/10/2015 16:30:00 CDT		05/12/2015 14:00:00 CDT	

Event Currency: US Dollar
Bids allowed in other currency: No

Bidder: **PUBLIC EVENT DETAILS**

Submit To: Department of Administration
Procurement and Contracts
900 SW Jackson
Suite 451-South
Topeka KS 66612-1286
United States
Contact: David M Stueve
Phone: 785.296.0408
Email: david.stueve@da.ks.gov

Event Description
This Request For Proposal is seeking proposals for two options related to a new Energy and Service Center as outlined in the attached RFP document, plans, specifications, and these Event Details.

General Comments

- ATTC - See the attachment for additional information.

- **********
  Pre-proposal Conference - A pre-proposal conference will be held at the time and place indicated within the attachment at 10:00 AM, on April 1, 2015, at the following location:

  Office of Facilities Management
  800 SW Jackson, Suite 600A
  Topeka, Kansas, 66612

  Attendance is highly encouraged at the pre-proposal conference. Questions requesting clarification of the Bid Event must be submitted electronically (MS Word) to the Procurement Officer (Event Contact) indicated above prior to close of business on April 15, 2015. Impromptu questions may be permitted and spontaneous unofficial answers provided, however bidders should understand that the only official answer or position of the State of Kansas will be presented in writing.

  Failure to notify the Procurement Officer (Event Contact) of any conflicts or ambiguities in the Bid Event may result in items being resolved in the best interest of the State. Any modification to this Bid Event as a result of the pre-proposal conference, as well as written answers to written questions, shall be made in writing by addendum and dispatched to all bidders associated to this event. Only written communications are binding.

  Answers to questions will be available in the form of an addendum on the Procurement and Contracts' website, www.admin.ks.gov/offices/procurement-and-contracts.

  It shall be the responsibility of all participating bidders to acquire any and all addenda and additional information as it is made available from the web site cited above. Vendors/Bidders not initially invited to participate in this Bid Event must notify the Procurement Officer (Event Contact) of their intent to bid at least 24 hours prior to the event's closing date/time. Bidders are required to check the website periodically for any additional information or instructions.

- **********
  MANDATORY REQUIREMENT: If you are interested in bidding on this transaction you MUST BE OFFICIALLY INVITED to the event. Contact the person named above at least 24 HOURS BEFORE the official finish date and time to request the official invitation.

  Due to State of Kansas SMART Strategic Sourcing System requirements, any bidder with an interest in bidding on any State of Kansas SOURCING EVENT must officially request an invitation from the Procurement Officer (Event Contact) at least 24 hours before the Bid Event official finish date and time. If you fail to request such in a timely fashion, your bid may be rejected in its entirety.

  EXCEPTION: If you have received a Bid Event Document with your company's name in the upper right hand corner of the document, your company has already been invited to the bid event.

  If you are not a registered bidder/vendor with the state of Kansas you must register as a bidder AND request official invitation at least 24 hours before the Bid Event official finish date and time. To register as a bidder visit our website: www.admin.ks.gov/offices/procurement-and-contracts

- **********
  BIDDER MUST OBTAIN A CURRENT TAX CLEARANCE CERTIFICATE
  A "Tax Clearance" is a comprehensive tax account review to determine and ensure that the account is compliant with all primary Kansas Tax Laws administered by the Kansas Department of Revenue (KDOR) Director of Taxation. Information pertaining to a Tax Clearance is subject to change(s), which may arise as a result of a State Tax Audit, Federal Revenue Agent Report, or other lawful adjustment(s).

STATE OF KANSAS
Event Details (cont.)

PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
17300-EVT0003634	Sell	RFx	2
Event Round	**Version**		
1	1		
Event Name			
New Energy and Service Center - Topeka			
Start Time		**Finish Time**	
03/10/2015 16:30:00 CDT		05/12/2015 14:00:00 CDT	

Event Currency: US Dollar
Bids allowed in other currency: No

Bidder: **PUBLIC EVENT DETAILS**

Submit To: Department of Administration
Procurement and Contracts
900 SW Jackson
Suite 451-South
Topeka KS 66612-1286
United States
Contact: David M Stueve
Phone: 785.296.0408
Email: david.stueve@da.ks.gov

INSTRUCTIONS: To obtain a Current Tax Clearance Certificate, you must:
• Go to http://ksrevenue.org/taxclearance.html to request a Tax Clearance Certificate
• Return to the website the following working day to see if KDOR will issue the certificate
• If issued an official certificate, print it and attach it to your bid response
• If denied a certificate, engage KDOR in a discussion about why a certificate wasn't issued

Bidders (and their subcontractors) are expected to submit a current Tax Clearance Certificate with every event response.

REMINDER: You will need to sign back into the KDOR website to view and print the official tax clearance certificate.

Information about Tax Registration can be found at the following website:
http://www.ksrevenue.org/busregistration.html

Procurement and Contracts reserves the right to confirm tax status of all potential contractors and subcontractors prior to the release of a purchase order or contract award.

In the event that a current tax certificate is unavailable, Procurement and Contracts reserves the right to notify a bidder (one that has submitted a timely event response) that they have to provide a current Tax Clearance Certificate within ten (10) calendar days, or Procurement and Contracts may proceed with an award to the next lowest responsive bidder, whichever is determined by the Director of Purchases to be in the best interest of the State.

- **********
Bid Bond: A Bid Guaranty IS Required for this project: A bid guaranty in the amount of 5% of total amount bid shall be submitted by all bidders to ensure faithful performance with the conditions of this RFQ and/or ensuing award. A bid guaranty must be one of the following:

(1) certified or cashier check or certificate of deposit payable to the State; or
(2) a properly executed bond payable to the State.

A check or certificate of deposit bid guaranty shall be returned after a vendor has entered into a binding contractual relationship with the State unless the guaranty shall serve as a performance guaranty. If the successful vendor fails or refuses to enter into a written agreement, the State shall retain as liquidated damages the bid guaranty.

A check or certificate of deposit bid guaranty of an unsuccessful vendor will be returned after a contract is executed with the successful vendor.
****
Performance Bond: The Successful Bidder shall file with the Director of Purchases a Performance Bond in an amount equal to one hundred percent (100%) of the price bid as security for the faithful performance of this contract and as security for the payment of all persons performing labor and furnishing materials in connection with this solicitation.

The guaranty shall be returned to the Contractor upon the completion of this contract subject to total or partial forfeiture for failure to perform adequately the terms of this contract. If damages exceed the amount of the guaranty, the State may seek additional damages.

Note: A Performance Bond is not required for Projects with a total price below $40,000.00.

Necessary bond forms will be furnished by Procurement and Contracts and can be completed by any General Insurance Agent. Bonds shall be issued by a Surety Company licensed to do business in the State of Kansas.
****
Public Works Bond: The Successful Bidder shall file with the Director of Purchases a Public Works Bond as required by K.S.A. 60-1111 in an amount equal to one hundred percent (100%) of contract price and shall be filed with the Clerk of the District Court in the County where the project is being constructed.

The guaranty shall be returned to the Contractor upon the completion of this contract subject to total or partial forfeiture for failure to perform adequately the terms of this contract. If damages exceed the amount

PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
17300-EVT0003634	Sell	RFx	3
Event Round	**Version**		
1	1		
Event Name			
New Energy and Service Center - Topeka			
Start Time		**Finish Time**	
03/10/2015 16:30:00 CDT		05/12/2015 14:00:00 CDT	

Event Currency: US Dollar
Bids allowed in other currency: No

Bidder: **PUBLIC EVENT DETAILS**

Submit To: Department of Administration
Procurement and Contracts
900 SW Jackson
Suite 451-South
Topeka KS 66612-1286
United States
Contact: David M Stueve
Phone: 785.296.0408
Email: david.stueve@da.ks.gov

of the guaranty, the State may seek additional damages.

Note: A Public Works Bond is not required for Projects with a total price below $100,000.00.

Necessary bond forms will be furnished by Procurement and Contracts and can be completed by any General Insurance Agent. Bonds shall be issued by a Surety Company licensed to do business in the State of Kansas.

- **********

Sales Tax Determination: This project has been determined by the Kansas Department of Revenue to be subject to Kansas sales tax. The cost of said Tax must be INCLUDED IN all Bid and Contract prices. Sales tax includes all applicable state, county and city sales taxes.

A general contractor or other contractor who contracts directly with the State of Kansas or one of its agencies shall pay tax as follows:

a. Labor: No tax will be assessed since the labor is purchased directly by the State or one of its agencies.
b. Materials: Taxes will be assessed on materials purchased for the project.

A subcontractor on this project shall pay tax as follows:

a. Labor Taxes will be assessed because this labor is not purchased directly by the state or one of its agencies. (However, labor will not be taxed on projects calling for the original construction of a building or for repair or remodeling of a residence).
b. Materials: Taxes will be assessed on materials purchased for the project.

Whether sales tax should be paid to the Department of Revenue by a subcontractor on the subcontractor's labor services will depend upon whether the project qualifies as the original construction of a building or facility or as the repair or remodeling of a residence. The contractor and each subcontractor will be responsible for determining whether labor services for the project qualifies for such exemption and for including the correct amount of state, county and city sales tax applicable to this project. Contractors and subcontractors must include all sales tax due on materials, which are not exempt on this project. Any questions should be addressed to the Kansas Department of Revenue, Division of Taxation, Taxpayer Assistance Center. (785) 296-0222.

A general contractor or other contractor that contracts directly with the State of Kansas shall obtain copies of the Kansas Retailers Sales Tax Registration certificates from all its subcontractors on this project and have them available at the jobsite upon request.

- **********

During the 2012 Session, the Kansas Legislature enacted a Bidder Preference Program which created three (3) bid preferences. To see if you qualify for any of the preferences, please go to the following website for more information:
www.admin.ks.gov/offices/procurement-and-contracts/bidder-preference-program.

To claim this preference, the bid response must include the Preference Request Form and you must respond to the applicable Bidder Preference category in the question under the General Questions section on the following page(s).

****

During the 2014 Session, the Kansas Legislature enacted the Disabled Veteran Owned Business bidder preference program. For more information or to see if you qualify, please go to the following website:
http://admin.ks.gov/docs/default-source/ofpm/procurement-contracts/disabled-veteran-preference-program.doc

To claim this preference, the bid response must include a copy of the letter from Procurement and Contracts certifying your company as a Disabled Veteran Owned Business and you must respond to the applicable Disabled Veteran Owned Business category in the question under the General Questions section on the following page(s).

- **********

XML and Emailed Bids Submission will NOT be accepted for this Bid Event.

STATE OF KANSAS
Event Details (cont.)

PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
17300-EVT0003634	Sell	RFx	4
Event Round	**Version**		
1	1		
Event Name			
New Energy and Service Center - Topeka			
Start Time		**Finish Time**	
03/10/2015 16:30:00 CDT		05/12/2015 14:00:00 CDT	

Event Currency: US Dollar
Bids allowed in other currency: No

Bidder: **PUBLIC EVENT DETAILS**

Submit To: Department of Administration
Procurement and Contracts
900 SW Jackson
Suite 451-South
Topeka KS 66612-1286
United States
Contact: David M Stueve
Phone: 785.296.0408
Email: david.stueve@da.ks.gov

General Questions

Question	UOM	Response

Does your organization accept the State of Kansas terms and conditions as stated?

Required: Yes Mandatory Response: No

Response Comments

Is a current Tax Clearance Certificate included with this bid event submission (refer to Item #4, Appendix B - Terms and Conditions, Event Details document)?

Required: Yes Mandatory Response: No

Response Comments

Is a completed Immigration Reform and Control form included with this bid event submission (refer to Item #5, Appendix B - Terms and Conditions, Event Details document)?

Required: Yes Mandatory Response: No

Response Comments

Have you included a Bid Bond/Guaranty valued at 5% of the bid amount?

Required: Yes Mandatory Response: No

Response Comments

Please select ONE category from the following list with regard to a Bidder Preference. If selecting a Bidder Preference category, supporting documentation must accompany this bid response. (Note: #3 "State Use Purchases" category does not apply to Requests for Proposals)

Select One

Options:
- Not claiming any Bidder Preference Category
- Claiming the Disabled Veteran Owned Business Category
- Claiming the State Use Purchases Bidder Preference Category
- Claiming the Certified Business Bidder Preference Category

Required: Yes Mandatory Response: No

STATE OF KANSAS
Event Details (cont.)

PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
17300-EVT0003634	Sell	RFx	5
Event Round	**Version**		
1	1		
Event Name			
New Energy and Service Center - Topeka			
Start Time		**Finish Time**	
03/10/2015 16:30:00 CDT		05/12/2015 14:00:00 CDT	

Event Currency: US Dollar
Bids allowed in other currency: No

Bidder: **PUBLIC EVENT DETAILS**

Submit To: Department of Administration
Procurement and Contracts
900 SW Jackson
Suite 451-South
Topeka KS 66612-1286
United States
Contact: David M Stueve
Phone: 785.296.0408
Email: david.stueve@da.ks.gov

Response Comments

STATE OF KANSAS
Event Details (cont.)

PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
17300-EVT0003634	Sell	RFx	6
Event Round	**Version**		
1	1		
Event Name			
New Energy and Service Center - Topeka			
Start Time		**Finish Time**	
03/10/2015 16:30:00 CDT		05/12/2015 14:00:00 CDT	

Event Currency: US Dollar
Bids allowed in other currency: No

Bidder: **PUBLIC EVENT DETAILS**

Submit To: Department of Administration
Procurement and Contracts
900 SW Jackson
Suite 451-South
Topeka KS 66612-1286
United States

Contact: David M Stueve
Phone: 785.296.0408
Email: david.stueve@da.ks.gov

Line Details

Line: 1 **Item ID:** **Line Qty:** 1 **UOM:** Batch Lot **Bid Qty:**
Required: Yes **Reserve Price:** No
Min/Max Qty: No min / No max

Description: New Energy and Service Center

Question	UOM	Response
Do NOT input pricing here. Please see the Request For Proposal document for complete details.		

Required: Yes Mandatory Response: No

Response Comments

STATE OF KANSAS
Event Details (cont.)

PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
17300-EVT0003634	Sell	RFx	7
Event Round	**Version**		
1	1		
Event Name			
New Energy and Service Center - Topeka			
Start Time		**Finish Time**	
03/10/2015 16:30:00 CDT		05/12/2015 14:00:00 CDT	

Event Currency: US Dollar
Bids allowed in other currency: No

Bidder: **PUBLIC EVENT DETAILS**

Submit To: Department of Administration
Procurement and Contracts
900 SW Jackson
Suite 451-South
Topeka KS 66612-1286
United States
Contact: David M Stueve
Phone: 785.296.0408
Email: david.stueve@da.ks.gov

Bidder Information

Firm Name:

Name: **Signature:** **Date:**

Phone #: **Fax #:**

Street Address:

City & State: **Zip Code:**

Email:

STATE OF KANSAS
Event Details (cont.)

PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
17300-EVT0003634	Sell	RFx	8
Event Round	**Version**		
1	1		
Event Name			
New Energy and Service Center - Topeka			
Start Time		**Finish Time**	
03/10/2015 16:30:00 CDT		05/12/2015 14:00:00 CDT	

Event Currency: US Dollar
Bids allowed in other currency: No

Bidder: **PUBLIC EVENT DETAILS**

Submit To: Department of Administration
Procurement and Contracts
900 SW Jackson
Suite 451-South
Topeka KS 66612-1286
United States
Contact: David M Stueve
Phone: 785.296.0408
Email: david.stueve@da.ks.gov

Appendix A - Line Specifications

Line: 1 **Item ID:** **Line Qty:** 1 **UOM:** Batch Lot
Description: New Energy and Service Center

Item Specifications

Manufacturer:
Item Length: 0
Item Width: 0
Item Volume: 0
Item Weight: 0
Item Size:
Mfg Item ID:
Item Height: 0
Dimension UOM:
Volume UOM:
Weight UOM:
Item Color:

Shipping Information

Schedule: 1
Quantity: 1
Due Date: 05/12/2015
Freight Terms:
Ship Via:
Ship To:

STATE OF KANSAS
Event Details (cont.)

PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
17300-EVT0003634	Sell	RFx	9
Event Round	**Version**		
1	1		
Event Name			
New Energy and Service Center - Topeka			
Start Time		**Finish Time**	
03/10/2015 16:30:00 CDT		05/12/2015 14:00:00 CDT	

Event Currency: US Dollar
Bids allowed in other currency: No

Bidder: **PUBLIC EVENT DETAILS**

Submit To: Department of Administration
Procurement and Contracts
900 SW Jackson
Suite 451-South
Topeka KS 66612-1286
United States
Contact: David M Stueve
Phone: 785.296.0408
Email: david.stueve@da.ks.gov

Appendix B - Terms & Conditions

1. Debarment of State Contractors. Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Agreement may be barred for a period up to three (3) years, pursuant to K.S.A. 75-37,103, or have its work evaluated for pre-qualification purposes. Contractor shall disclose any conviction or judgment for a criminal or civil offense of any employee, individual or entity which controls a company or organization or will perform work under this Agreement that indicates a lack of business integrity or business honesty. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, or receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense the State determines to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls twenty-five (25) percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in disqualification of the Proposal or termination of the Agreement, as determined by the State.

2. Accounts Receivable Set-Off Program: If during the course of this contract the Contractor is found to owe a debt to the State of Kansas, agency payments to the Contractor may be intercepted / setoff by the State of Kansas. Notice of the setoff action will be provided to the Contractor. Pursuant to K.S.A. 75-6201 et seq, Contractor shall have the opportunity to challenge the validity of the debt. If the debt is undisputed, the Contractor shall credit the account of the agency making the payment in an amount equal to the funds intercepted. K.S.A. 75-6201 et seq. allows the Director of Accounts and Reports to set off funds the State of Kansas owes Contractors against debts owed by the contractor to the State of Kansas. Payments set off in this manner constitute lawful payment for services or goods received. The Contractor benefits fully from the payment because its obligation to the State is reduced by the amount subject to setoff.

3. Disclosure of Bid Event Content and Proprietary Information: All bid responses become the property of the State of Kansas. The Kansas Open Records Act (K.S.A. 45-215 et seq) requires public information be placed in the public domain at the conclusion of the selection process, and be available for examination by all interested parties. More information on this subject can be found at the following website: http://admin.ks.gov/offices/chief-counsel/kansas-open-records-act.

4. BIDDER MUST OBTAIN A CURRENT TAX CLEARANCE CERTIFICATE A “Tax Clearance” is a comprehensive tax account review to determine and ensure that the account is compliant with all primary Kansas Tax Laws administered by the Kansas Department of Revenue (KDOR) Director of Taxation. Information pertaining to a Tax Clearance is subject to change(s), which may arise as a result of a State Tax Audit, Federal Revenue Agent Report, or other lawful adjustment(s). INSTRUCTIONS: To obtain a Current Tax Clearance Certificate, you must: 1) Go to: http://ksrevenue.org/taxclearance.html to request a Tax Clearance Certificate; 2) Return to the website the following working day to see if KDOR will issue the certificate; 3) If issued an official certificate, print it and attach it to your bid response; and 4) If denied a certificate, engage KDOR in a discussion about why a certificate wasn’t issued. Bidders (and their subcontractors) are expected to submit a current Tax Clearance Certificate with every event response. REMINDER: You will need to sign back into the KDOR website to view and print the official tax clearance certificate. Information about Tax Registration can be found at the following website: http://www.ksrevenue.org/busregistration.html. Procurement and Contracts reserves the right to confirm tax status of all potential contractors and subcontractors prior to the release of a purchase order or contract award. In the event that a current tax certificate is unavailable, Procurement and Contracts reserves the right to notify a bidder (one that has submitted a timely event response) that they have to provide a current Tax Clearance Certificate within ten (10) calendar days, or Procurement and Contracts may proceed with an award to the next lowest responsive bidder, whichever is determined by the Director of Purchases to be in the best interest of the State.

5. Immigration and Reform Control Act of 1986 (IRCA): All contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the contractor as well as any subcontractor or sub-contractors. The usual method of verification is through the Employment Verification (I-9) form. With the submission of this bid, the contractor hereby certifies without exception that such contractor has complied with all federal and state

STATE OF KANSAS
Event Details (cont.)

PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
17300-EVT0003634	Sell	RFx	10
Event Round	**Version**		
1	1		
Event Name			
New Energy and Service Center - Topeka			
Start Time		**Finish Time**	
03/10/2015 16:30:00 CDT		05/12/2015 14:00:00 CDT	

Event Currency: US Dollar
Bids allowed in other currency: No

Bidder: **PUBLIC EVENT DETAILS**

Submit To: Department of Administration
Procurement and Contracts
900 SW Jackson
Suite 451-South
Topeka KS 66612-1286
United States
Contact: David M Stueve
Phone: 785.296.0408
Email: david.stueve@da.ks.gov

laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination for cause and any applicable damages. Unless provided otherwise herein, all contractors are expected to be able to produce for the State any documentation or other such evidence to verify Contractor's IRCA compliance with any provision, duty, certification, or like item under the contract. Bidders must submit a Certification Regarding Immigration Reform & Control form with every event response. The form can be found at the following website: http://www.admin.ks.gov/docs/default-source/ofpm/procurement-contracts/irca.doc (Click "Cancel" if asked to enter User name and Password).

6. It is the bidder's responsibility to submit questions, acknowledge addenda and attend pre-bid conferences as indicated in this event or attachment(s). When communicating always refer to the Bid Event ID.

7. Conflict of Interest: With the submission of a response for this bidding event, you certify that you do not have any substantial conflict of interest sufficient to influence the bidding process of this event. A conflict of substantial interest is one which a reasonable person would think would compromise the opening bidding process.

8. Competition: The purpose of this Request is to seek competition. The bidder shall advise Procurement and Contracts if any specification, language or other requirement inadvertently restricts or limits bidding to a single source. Notification shall be in writing and must be received by Procurement and Contracts no later than five (5) business days prior to the event closing date. The Director of Purchases reserves the right to waive minor deviations in the specifications which do not hinder the intent of this Request.

9. Acceptance or Rejection: The State reserves the right to accept or reject any or all bid responses or part of a response; to waive any informalities or technicalities; clarify any ambiguities in responses; modify any criteria in this Event; and unless otherwise specified, to accept any item in a response.

Last Updated: 01/15/2014

STATE OF KANSAS
Event Details (cont.)

PeopleSoft Strategic Sourcing

Event ID	Format	Type	Page
17300-EVT0003634	Sell	RFx	11
Event Round	**Version**		
1	1		
Event Name			
New Energy and Service Center - Topeka			
Start Time		**Finish Time**	
03/10/2015 16:30:00 CDT		05/12/2015 14:00:00 CDT	

Event Currency: US Dollar
Bids allowed in other currency: No

Bidder: **PUBLIC EVENT DETAILS**

Submit To: Department of Administration
Procurement and Contracts
900 SW Jackson
Suite 451-South
Topeka KS 66612-1286
United States
Contact: David M Stueve
Phone: 785.296.0408
Email: david.stueve@da.ks.gov

State of Kansas - Request for DCC Review and/or a Permit to Build

Department of Administration, OFPM-DCC

Page one (1) of this form required on all submittals. Page two (2) only required when submitting code footprint.

5-19-15	**A-012651**		**17300-00038**	
Date	DCC Project No. (required – obtain from agency)	Agency Project No. (if assigned by Agency)	State Building No.	OSFM - KIDS No. (required – obtain from agency)

Agency	State of Kansas	Current Estimated Construction Cost	**10,900,000**
Building Name and Project Title	**Energy and Service Center**		
Address for building (street, city, state, zip code)	**221 SW 7th Street, Topeka, Kansas 66612**		

		Primary Contact	Contact 2	Contact 3
A/E Contact	Name	**Keith Blackburn**	**Dennis Haugh**	
	Firm	**Horst Terrell & Karst Architects, P.A.**	**Horst Terrell & Karst Architects, P.A.**	
	E-mail	**rkb@htkarchitects.net**	**dah@htkarchitects.net**	
Agency Contact	Name	**George Steele**		
	E-mail	**George.Steele@da.ks.gov**		

TYPE OF SUBMITTAL *(check applicable box(es))*

☒ **Code Footprint** (KAR 22-1-7) ** (Complete page 2 of this form) **(CF)**
Check one of the following:
☐ Preliminary Submittal (i.e. Schematic, DD, 50% CD, etc) ☒ Final Submittal (Sealed/Signed)

Type of occupancy:
- ☐ School (K-12 or College/University)
- ☐ Childcare/preschool – total # of children _____
  ☐half day ☐full day ☐Infants – Ages: _____
- ☐ Correctional/Detention
- ☐ Multi-Family Residential over 12,000 SF
- ☐ Assembly for 2000 or more occupants
- ☒ Other (list): Business, Storage, Workshops
- ☐ Hospital
- ☐ Ambulatory Surgical Center
- ☐ Nursing Home
- ☐ ICF/MR
- ☐ Hospice
- ☐ Assisted Living
- ☐ Residential Board & Care/Home Plus: # of clients _____
- ☐ Medicare ☐yes ☐no
- ☐ Medicaid ☐ yes ☐ no

Type of Submittal:
- ☒ New Building
- ☐ Addition to Existing Building
- ☐ Renovation/Remodeling
- ☐ License amendment / New: KDHE ☐ KDADS ☐
- ☐ Change in Use
- ☐ Exiting building change in occupancy
- ☐ Other – Describe: _____

☒	**Construction Document Review** ☐Preliminary submittal - Indicate Phase _____ **(_% CD)** ☒Final Construction Document Submittal (Request for Permit to Build. Project not bidding through DCC bid site) **(CD-PB)**	☐	**Fire Alarm Shop Drawing (FA)**
☐	**Bid Document** (Project bidding through DCC bid site.) **(Bid Docs)**	☐	**Sprinkler / Standpipe Shop Drawing (SP)**
☐	**Construction Separation / Temporary Egress Plans (TE)**	☐	**Other (code question, etc)**

Description of Submittals and / or comments.

Final Code Footprint.

Send this form along with review submittals to:
State of Kansas - Department of Administration - OFPM-DCC
800 SW Jackson, Suite 700
Topeka, Kansas 66612-1216
Code Footprints / Temporary Egress Plans may be e-mailed. E-mail - lori.ploude@da.ks.gov and dcc@da.ks.gov.

STATE OF KANSAS BUILDINGS – CODE FOOTPRINT COMPLIANCE ATTESTATION (K.A.R. 22-1-7)			
DCC Project Number:		**OSFM KIDS Number:**	
Bldg Name and Project Title:			
1. Architect or engineer to check the (Met) column to indicate compliance to Kansas Fire Prevention Code and K.A.R. 22-1-7.			
Met	**The following shall be provided on each code footprint:**	**Met**	**The following narrative is required on code footprints:**
☒	*11 x 17 drawings with pages numbered x of y(Black and white copies only) Provide one (1) copy. Provide signature lines for Owner, KSFMO and OFPM on first sheet.*	☒	Project construction purpose: new, addition, change in use, renovation or other
☒	Complete floor plan, including existing facilities and new construction for each floor of the facility	☒	Reason for submittal: new construction, new licensure, certificate of occupancy, or plan of correction for existing code deficiencies
☒	First *sheet or each sheet* sealed by a Kansas licensed design professional	☒	Code or codes used (All code footprints must list the Kansas Fire Prevention Code and related statement.)
Met	**The following information is required on code footprints:**	☒	Location of any anticipated future additions N.A.
☒	Graphic bar scale *and DCC Form 111 Code Footprint Graphic Legend*	☒	Name, address, city, state, zip code, phone number and fax number of the owner *(State agency) and Agency-Building number*
☒	North directional indicator	☒	Date developed and any revision dates
☒	Complete building floor plan with a clear identification of new remodeled and existing portions	☒	Name, address, city, state, zip code, phone number, fax ,number, *e-mail address* of the designer
☒	All permanent partitions taller than 6 feet	☒	Designers seal (RA or PE)
☒	Label with plain text, keynotes or legends for each room/space	☒	Name of the responding fire service
☒	Occupant load of assembly rooms and total occupant load for each floor level	☒	Name of the local building inspection department*(list as OFPM-DCC)*
☒	Identification of openings and ratings of stair and shaft enclosures	☒	Each occupancy group and type & each room occupant load
☒	Identification of ratings of corridors and openings	☒	Type of construction
☒	Occupancy and area separations *(identify wall ratings and opening ratings)*	☒	Structural code requirements, including the following:
☒	Horizontal exit arrangements, exit passageways, and smoke compartments *(identify wall ratings and opening ratings)*	☒	Total floor area of each occupancy, actual and allowable (provide mixed area calculations as applicable)
☒	Designate all required exterior exits and exit capacity *(Identify interior exits, if more than one exit required from any interior room, space or floor.)*	☒	Height and area limitations, actual and allowable for each floor and for building
☒	Location of the central fire alarm control panel and any remote annunciator panels	☒	Structural fire ratings, actual and allowable
☒	Fire department connections	☒	Identification of <u>active</u> fire safety features, including: *(please list as required/not required and provided/not provided)*
☒	Fire department access roads and fire hydrants	☒	Type of automatic suppression system/locations *(include standpipe requirements)*
☒	Distances to property line and exposures	☒	Fire alarm signaling system *(describe system)*
☒	Any special hazards or conditions *(list quantities of hazards and code sections) N.A.*	☒	Emergency lighting and power features *(describe extent and location of lighting and describe power features)*
☒	Location of any anticipated future additions N.A.	☐	Smoke control system (extend and purpose) N.A.
☐	RESERVED	☒	Water supply requirements for fire suppression *(demand required)*
☐	RESERVED	☐	Alternative design or methods of construction, or both N.A.

GENERAL INFORMATION:

LOCATION: State of Kansas
Energy & Service Center
7th & Van Buren St.
Topeka, KS 66603
PHONE: 785.269.4693

OWNER INFORMATION: State of Kansas
800 SW Jackson St. Suite 600
Topeka, KS 66612
REASON FOR SUBMITTAL: New Construction

RESPONDING FIRE DEPARTMENT: Topeka Fire Department
AUTHORITIES HAVING JURISDICTION: Kansas State Fire Marshal

PROJECT DESCRIPTION:

New energy & service center building housing capital complex boilers, chillers, Kansas highway patrol offices, carpentry, HVAC, boiler & electrical shops and offices, and central warehouse facilities.
DATE DEVELOPED: 01/02/15

REGISTERED DESIGN PROFESSIONALS:

HTK Architects, PA
900 S Kansas Ave. Suite 200
Topeka, KS 66612
785-266-5373
FAX: 785.266.5270

APPLICABLE CODES

State Law establishes a minimum Life Safety and has a uniform effect throughout the State. KSA 31-133 and KSA 2003 Sup. 31-134 require that all occupied structures conform to the basic life safety requirements. Most buildings, new or existing, have one or more deviations from one of the recognized building codes. State Law can be summarized as:
A) Existing occupied buildings cannot have hazardous conditions which slow speedy exits.
B) Alteration of existing buildings cannot make existing conditions worse or block exits.
C) New construction and changes in use are subject to greater life safety requirements.
Local Building Inspector: State of Kansas

2012- International Building Code	NFPA 10- 2013
2012- International Building Fire Code	NFPA 13- 2013
2012- International Residential Code	NFPA 14- 2013
2012- International Mechanical Code	NFPA 25- 2014
2012- International Plumbing Code	NFPA 70- 2014 (NEC)
2012- International Fuel Gas Code	NFPA 72- 2013
2012- International Energy Conservation Code	NFPA 101- 2012
Kansas Fire Prevention Code	NFPA 110- 2013
2010- ADA/ABA	
Kansas State Boiler Code KSA 44-913	

OCCUPANCY (Section 303), CLASSIFICATION AND AREA

OVERALL BUILDING: New Construction

OCCUPANCY: B, S-1, F-1 (shops), Non-Separated Occ. Per 508.3.2
CONSTRUCTION TYPE: II - B
BUILDING AREA: ALLOWABLE - 15,500 SF PER FLOOR
FRONTAGE If = 92.4%
SPRINKLER SYSTEM Is = 200%
ALLOWABLE AREA WITH INCREASES

*Allowable Area Calculation
F-1 Occ. Most Restrictive= 15,500 SF
F-1= 15,500 SF + {[15,500 x 92.4%] + [15,500 x 200%]}
F-1= 15,500 SF + {[14,266 + 31,000]}
F-1= 15,500 SF + 45,266
F-1= 60,766 SF Allowable Area Per Floor

ACTUAL - 1st Floor: 20,379 SF
B : 14,792 SF
S-1: 1,944 SF
F-1: 3,643 SF

ACTUAL - 2nd Floor: 10,942 SF
B : 7,849 SF
S-1: 1,977 SF
F-1: 1,116 SF

BUILDING HEIGHT: ALLOWABLE HEIGHT (STORIES/FT.) = 2/55 FT
ACTUAL HEIGHT = 2/36 FT
ALLOWABLE: 2 STORIES ... ACTUAL 2 STORY

GENERAL BUILDING LIMITATIONS:

Construction Type II-B Structural Fire Ratings	Table 601
Structural frame including columns, girders & trusses:	0 HR
Bearing exterior walls:	0 HR
Bearing interior walls:	0 HR
Nonbearing exterior walls & partitions (Separation > 30 feet):	0 HR
Nonbearing interior walls & partitions:	0 HR
Floor construction including supporting beams & joists:	0 HR
Roof construction including supporting beams & joists:	0 HR

NOTES -
1. The entire building will be sprinklered.
2. Future additions are not possible.
3. Water Supply Requirements: 225 gallons per minute, 50 psf pressure

ACTIVE LIFE SAFETY SYSTEMS:

Fire Sprinklers:	Provided
Fire Alarm:	Manual & Smoke Detection - Audible/Visual Devices
Exit Signs:	At All Exits and Exits Paths as Needed
Emergency Lights:	Throughout Exit Paths/Generator

Storage Over 100 SF:	AUTOMATIC FIRE SUPRESSION SYSTEM, RESIST PASSAGE OF SMOKE, SELF CLOSING DOORS
Fireproofing:	NOT REQUIRED
Limited Protected Exit Path:	REQUIRED, PROVIDED @ 1 LEVEL, 2 LEVEL

PLUMBING FIXTURE COUNT:

PLUMBING FIXTURES FOR ASSEMBLY. BASED ON IBC METHOD. PROVIDED PER TABLE 2902.1 OF THE 2012 IPC. ASSUMING 50% MALE AND 50% FEMALE.

B BUSINESS: **210** OCCUPANTS
Men's Water Closets: 1:25 for first 50 and 1:50 for remaining
Women's Water Closets: 1:25 for first 50 and 1:50 for remaining
Men's Lavatories: 1:40 Women's Lavatories: 1:40 for first 80 1:80 for remaining
Drinking Fountains 1:100

Men's WCs	Women's WCs	Men's Lavatories	Women's Lavatories	Urinals No more than 67%	Drinking Fountain	Service Sink
50/25+160/50	50/25+160/40	50/40	50/40		210/100	
5	6	5	5	2	2.1	1

F-1 INDUSTRIAL: **21** OCCUPANTS
Men's Water Closets 1:50 Women's Water Closets 1:50
Men's and Women's Lavatories 1:50 Drinking Fountains 1:100

Men's WCs	Women's WCs	Men's Lavatories	Women's Lavatories	Urinals No more than 67%	Drinking Fountain	Service Sink
1/100	1/100	1/100	1/100		1/400	
1	1	1	1	0	0.05	1

S-1 STORAGE: **9** OCCUPANTS

Men's WCs	Women's WCs	Men's Lavatories	Women's Lavatories	Urinals	Drinking Fountain	Service Sink
1/100	1/100	1/100	1/100		1/1000	
1	1	1	1	0	0.009	1

PLUMBING FIXTURES PROVIDED:

Men's WCs	Women's WCs	Men's Lavatories	Women's Lavatories	Urinals No more than 67%	Drinking Fountain	Service Sink
4	6	6	6	4	2	2

Unisex WCs: 1
Unisex Lavatories: 1
Unisex Showers: 1

CODE SYMBOL LEGEND

SYMBOL	DESCRIPTION	PROTECTIVE ELEMENTS
EXIT	EXIT- EXTERIOR	
EXIT	EXIT- INTERIOR (Assembly occ. over 50 and exits from floors.)	
FEC	FIRE EXTINGUISHER	SHOW 75' RADIUS
	EXIT PATH	
FDSC	FIRE DEPARTMENT CONNECTION	
	STANDPIPE	
	FIRE EXTINGUISHER SPACING (Show 75' Radius)	Show Radius
P P	LIMITED PROTECTION EXIT PATH	Sprinkled and Automatic Smoke Detection Throughout Exit Path. Non-rated smoke partitions, self or automatic closing doors to limit passage of smoke.
	PROTECTED EXIT PATH	1 HR Fire Rated Partion wall Construction. 1 hr rated door and fire shutter assembly. Fire & Smoke Dampers.
	1 HOUR FIRE WALL (Occupancy and Incidental Use Areas)	1 hour Fire wall construction. 45 min. rated door / 60 min. @ shafts assembly. Fire Dampers.
	2 HOUR FIRE WALL (Building Separation)	2 hour Fire Wall construction. 1 1/2 hour rated door assembly. Fire Dampers.
198/39.6" / 68"	ACCUMULATED EXIT WIDTH AT REQUIRED EXIT (clear width)	Occupants/Required width / Provided Width
	PUBLIC FIRE HYDRANT (show distance from building)	
	FIRE HYDRANY HOSE LINE (400' Line)	
CLASROOM / 800 SF / E: 40 OCC	ROOM DESIGNATION	Room Type / Square Footage of Usable Space / Occupancy Type (E Unless Noted Otherwise): Maximum Allowable Occupants
40 40 80	SHOW ACCUMULATED OCCUPANT LOADS FOR COMPLEX EXIT PATHS	
FACP	FIRE ACCESS CONTROL PANEL	
1	1 HOUR SHAFT	1-HR Fire Barrier Wall Construction. 1-HR Door Assembly, Fire/Smoke Dampers.
	SPRINKLED INCIDENTAL USE AREA	Wall construction to resist the passage of smoke from floor to floor. F.R. Floor/Ceiling assembly, self- or automatic closing doors with no air transfer grilles.

Owner's Representative — Date: 5/19/2015

OFPM — Date

OSFM — Date

PASSIVE LIFE SAFETY SYSTEMS:

Corridor Ratings:	NOT REQUIRED
Stairwells:	REQUIRED, PROVIDED
Shafts:	REQUIRED, PROVIDED
Occupancy Separations:	NOT REQUIRED
Area Separation Walls:	NOT REQUIRED

DENNIS A. HAUGH LICENSED 5-18-2015 2567 KANSAS PROFESSIONAL ARCHITECT

HTK ARCHITECTS PA
900 S. KANSAS AVE. SUITE 200
TOPEKA, KANSAS 66612
P 913.663.5373
OVERLAND PARK, KANSAS 66210
P 913.663.5373

DATE:
• 4-15-15

HTK Project Number:
• 1410.03

Department of Administration
Office of Facilities & Property Management
Landon State Office Building
800 SW Jackson, Suite 700
Topeka, Kansas 66612-1216
Phone: 785-296-8899
Fax: 785-296-8898

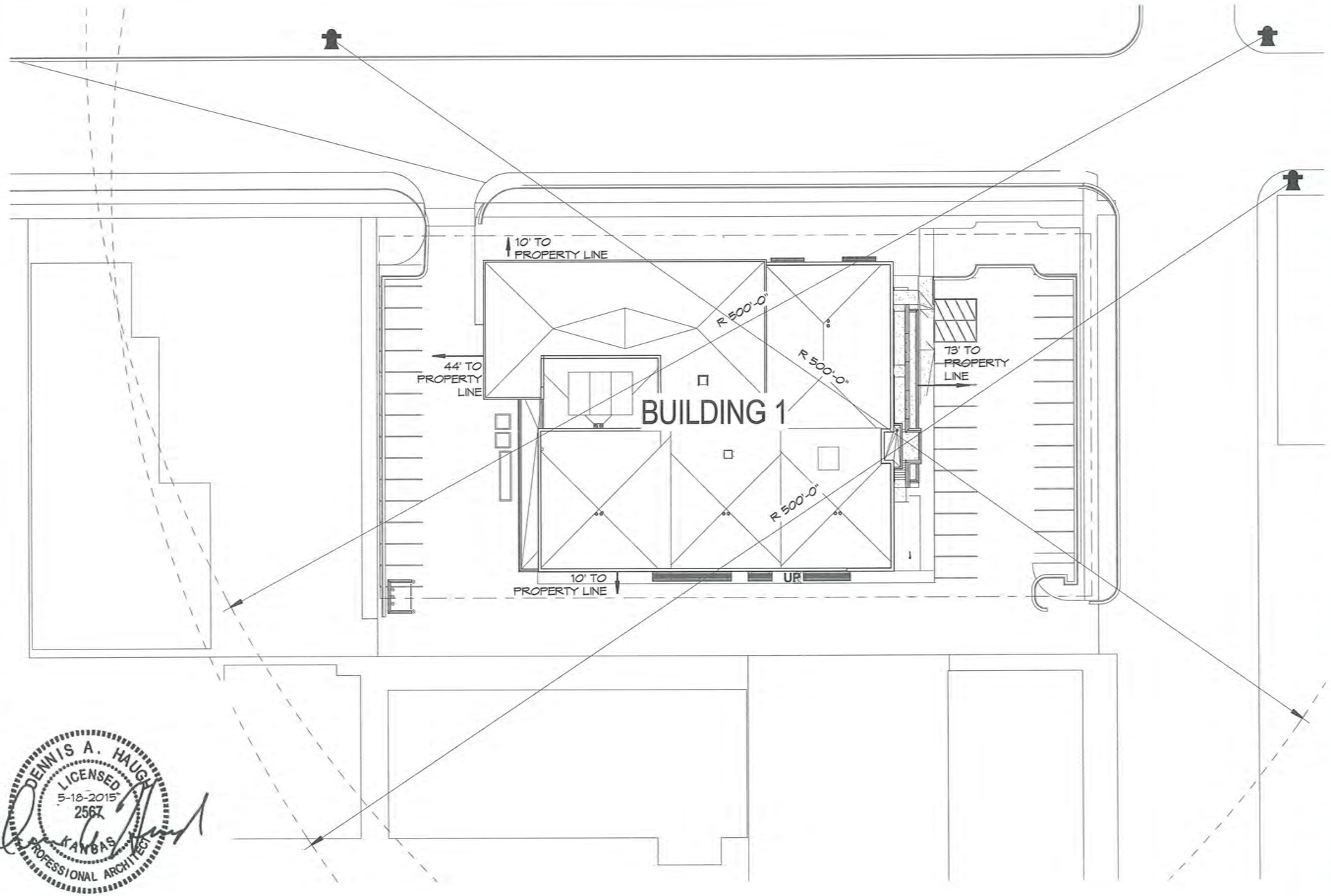
STATE OF KANSAS ENERGY & SERVICE CENTER

HTK Architects
221 SW 7th Street, Topeka, Kansas 66612

SHEET CONTENTS:
• CFP INFO SHEET

DFM Project Number:
• A-012651

SHEET NUMBER:
CF01
OF4



DENNIS A. HAUGH
LICENSED
5-18-2015
2567
KANSAS
PROFESSIONAL ARCHITECT

1 CODE SITE PLAN
1" = 40'-0"

NORTH

25'-0" 100'-0"
0' 50'-0"

HTK ARCHITECTS PA
TOPEKA, KANSAS OFFICE: 200 SW 33RD ST, SUITE 200, TOPEKA, KANSAS 66611-2237, P 785.266.5373
OVERLAND PARK, KANSAS OFFICE: 6900 W 110TH ST, STE 150, OVERLAND PARK, KANSAS 66210, P 913.663.5373
www.htkarchitects.com

DATE:
• 4-15-15

HTK Project Number:
• 1410.03

Department of Administration
Office of Facilities & Property Management
Landon State Office Building
800 SW Jackson, Suite 700
Topeka, Kansas 66612-1216
Phone: 785-296-8899
Fax: 785-296-8898

STATE OF KANSAS ENERGY & SERVICE CENTER

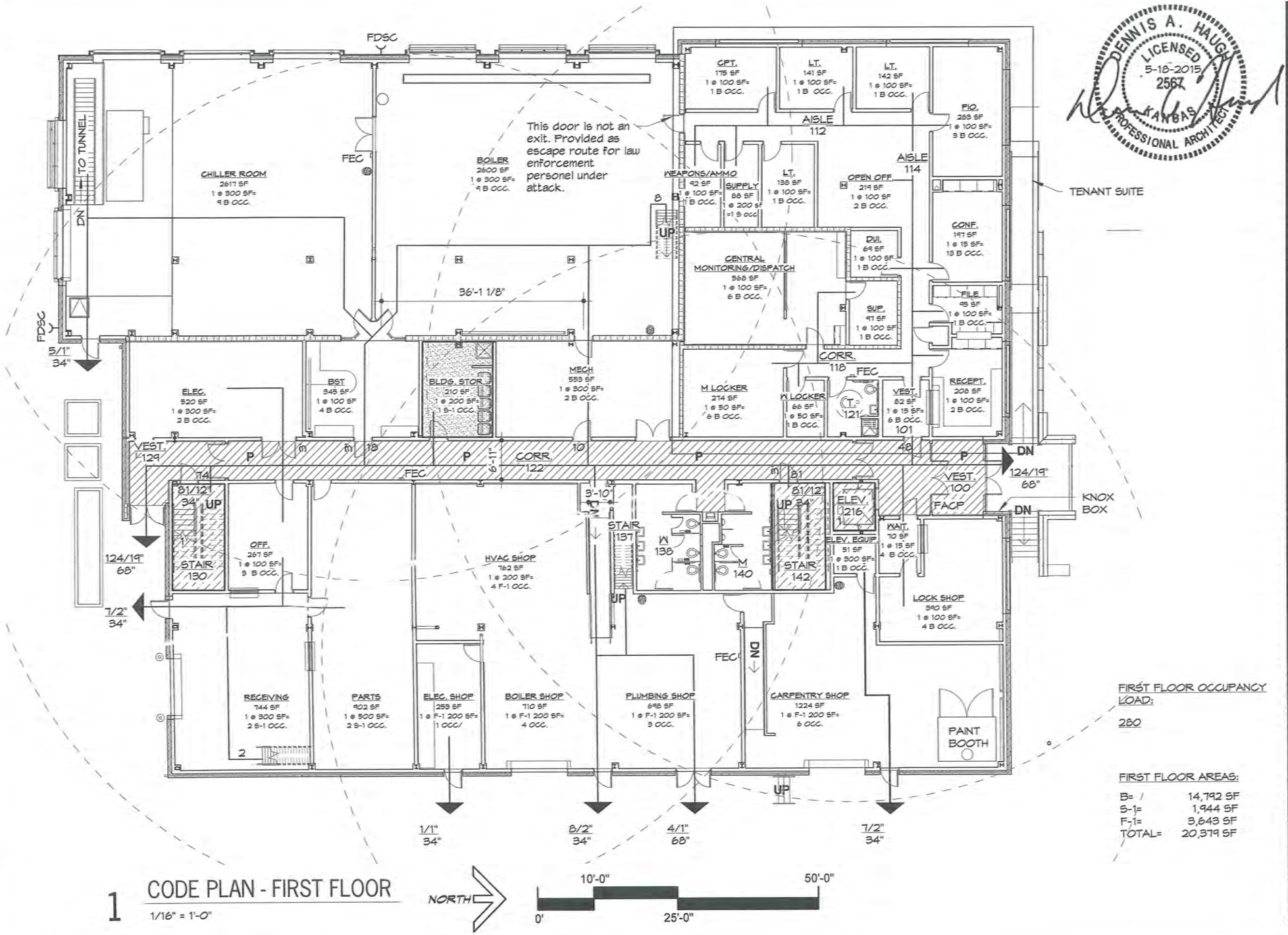
HTK Architects
221 SW 7th Street, Topeka, Kansas 66612

SHEET CONTENTS:
• CODE SITE PLAN

DFM Project Number:
• A-012651

SHEET NUMBER:

CF02
OF 4



FIRST FLOOR OCCUPANCY LOAD:

280

FIRST FLOOR AREAS:

B=	14,792 SF
S-1=	1,944 SF
F-1=	3,643 SF
TOTAL=	20,379 SF

1 CODE PLAN - FIRST FLOOR

1/16" = 1'-0"

NORTH

10'-0" 50'-0"

0' 25'-0"

DENNIS A. HAUGH LICENSED 5-18-2015 2567 KANSAS PROFESSIONAL ARCHITECT

HTK ARCHITECTS PA
8500 W. 110th St., Suite 200
Overland Park, Kansas 66210
P 913.663.5373

DATE:
• 4-15-15

HTK Project Number:
• 1410.03

Department of Administration
Office of Facilities & Property Management
Landon State Office Building
800 SW Jackson, Suite 700
Topeka, Kansas 66612-1216
Phone: 785-296-8899
Fax: 785-296-8898

STATE OF KANSAS ENERGY & SERVICE CENTER

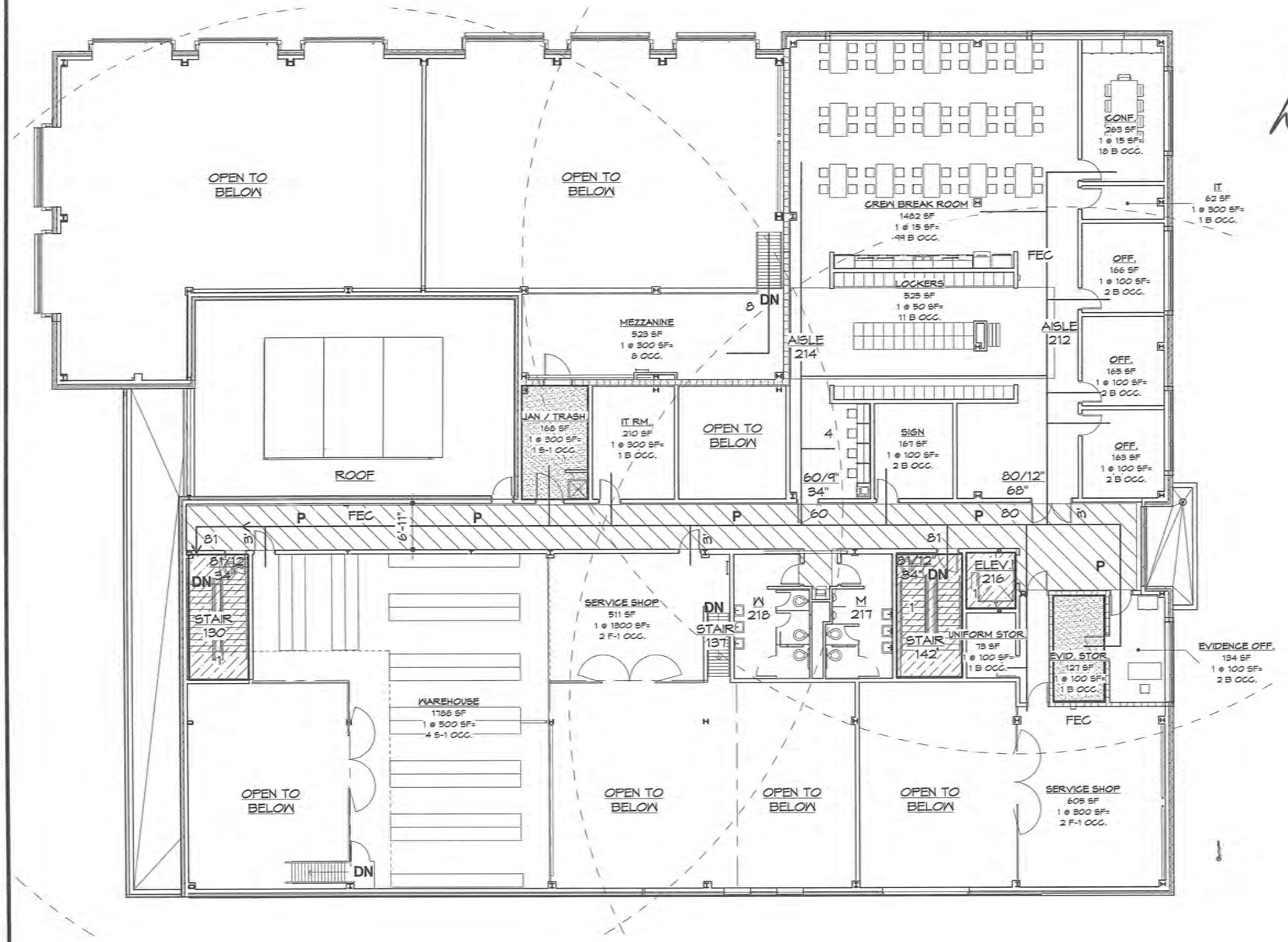
HTK Architects
221 SW 7th Street, Topeka, Kansas 66612

SHEET CONTENTS:
• • CFP FIRST FLOOR

DFM Project Number:
• A-012651

SHEET NUMBER:

CF03
OF 4



1 CODE PLAN - SECOND FLOOR

1/16" = 1'-0"

NORTH

10'-0" 50'-0"

0' 25'-0"

TOTAL SECOND FLOOR OCCUPANT LOAD:

162

SECOND FLOOR AREAS:

B=	7,849 SF
S-1=	1,977 SF
F-1=	1,116 SF
TOTAL=	10,942 SF

DENNIS A. HAUGH LICENSED 5-18-2015 2567 KANSAS PROFESSIONAL ARCHITECT

HTK ARCHITECTS PA
9300 W 110TH ST., STE 250
OVERLAND PARK, KS 66210
P 913.663.5373
1000 S. KANSAS AVE., SUITE 200
TOPEKA, KANSAS 66612
P 785.266.0373

DATE:
- 4-15-15

HTK Project Number:
- 1410.03

Department of Administration
Office of Facilities & Property Management
Landon State Office Building
800 SW Jackson, Suite 700
Topeka, Kansas 66612-1216
Phone: 785-296-8899
Fax: 785-296-8898

STATE OF KANSAS ENERGY & SERVICE CENTER

HTK Architects
221 SW 7th Street, Topeka, Kansas 66612

SHEET CONTENTS:
- CFP SECOND FLOOR

DFM Project Number:
- A - 012651

SHEET NUMBER:

CF04
OF 4

DA Form 141a
(Rev. 11/00)

THE STATE OF KANSAS
CONSTRUCTION CONTRACT
(For use when a single contract is awarded for the project as a whole, as authorized by K.S.A. 75-3741(b) as amended.)

1. This Contract is made this _____ day of _____, 201__ by and between _____
_____
representing the State of Kansas and hereinafter referred to as the first party, and _____
_____
hereinafter referred to as the second party.

2. For and in consideration of the payments and agreements hereinafter mentioned, which are to be made and performed by the first party, the second party hereby agrees and contracts with the first party to commence and complete the construction described as follows:
   (a) Project No.
   (b) Title/Description:
   (c) Location:

   hereinafter called the Project, for the sum of _____
   _____ Dollars ($ _____)
   _____
   _____
   and all extra work in connection therewith, under the terms as stated in the Contract Document; and at the second party's own cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Contract Documents, prepared by the Project Architect (hereinafter referred to as the Architect/Engineer) or any designee of the Secretary of Administration who is vested with the authority and responsibility of the Architect/Engineer for this project.

   The second party agrees to meet the following completion date: Full Completion: _____
   Liquidated damages in the amount of $_____ per day will be assessed if the project is not completed as called for in the Specifications.

3. For the purpose of this Contract, the term Contract Documents shall include the following:
   (a) Notice to Bidders
   (b) Instruction to Bidders
   (c) The Bid Form
   (d) Contractor's Performance Bond
   (e) Contractor's Public Works Bond to the State
   (f) General Conditions of the Contract
   (g) Supplemental General Conditions
   (h) The Specifications
   (i) Drawings, maps, plans, etc., prepared by the Architect/Engineer or the designee of the Secretary of Administration
   (j) Any duly issued addenda
   (k) Any duly executed Contract Change Orders

   It is hereby further agreed by the parties that the Contract Documents are intended to be complementary, so that any work included in one portion of the Contract Documents which is not included in another portion, should be executed by the second party as though the work was described in both portions.

4. The second party hereby agrees to use the services of the following subcontractors on this project:
   (a) Electrical subcontractor:
   (name)
   _____
   (address)
   _____
   (b) Mechanical subcontractor:
   (name)
   _____
   (address)
   _____
   (c) Additional subcontractors, if any, designated to perform any project alternates required by the Contract Documents which are listed in the Bid Proposal and which would change for (a) or (b) above:
   (name)
   _____
   (address)
   _____
   (name)
   _____
   (address)
   _____

The second party also agrees that no change or substitution may be made in the list of subcontractors without prior approval of the Secretary of Administration.

5. This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas.
6. The second party agrees:
   (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) And not to discriminate against any person who performs work hereunder, because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin or ancestry, or age;

   (b) to include in all solicitations or advertisements for employees, the phrase equal opportunity employer;
   (c) to comply with the reporting requirements set out in K.S.A. 44-1031 and K.S.A. 44-1116;
   (d) to include these provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor;
   (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation or such acts by the Kansas Human Rights Commission it shall constitute a breach of the contract and the contract may be canceled, terminated or suspended in whole or in part by the State of Kansas. Parties to this contract understand that subsections (b) through (e) of the paragraph are not applicable to a party who employs fewer than four employees or whose contract with this agency of the Kansas state government totals less than $5,000 during the fiscal year.
7. Acceptance of Contract. This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been rendered, and until funds for the contract have been encumbered.
8. Arbitration, Damages, Warranties. Notwithstanding any language to the contrary, no interpretation of this contract shall be allowed to find the state or any agency thereof has agreed to binding arbitration, the payment of damages or penalties upon the occurrence of a contingency, or to permit disclaimer of any or all warranties. Further, the State of Kansas shall not agree to pay attorney fees or late payment charges.
9. Termination Due to Lack of Funding Appropriation. If appropriated funds are withdrawn from the project through legislative action and sufficient funds are not available to continue the function performed in this agreement or pay for the charges hereunder, the first party may terminate this agreement. The first party agrees to give written notice of termination to the second party at least 30 days in advance of termination. First party will pay to the second party all regular contractual payments due for work incurred prior to termination. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the first party.
10. Disclaimer of Liability. Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor for any liability whatsoever.
11. Representative's Authority to Contract. By signing this document, the representative of the second party thereby represents that such person is duly authorized by the second party to execute this document on behalf of the second party and that the second party agrees to be bound by the provisions thereof.
12. Terms Herein Controlling Provisions. It is expressly agreed that the terms of each and every provision in this contract shall prevail and control over the terms of any other conflicting provision in any other document relating to this agreement.
13. The second party binds itself, its partners, heirs, executors, successors, assigns and legal representatives to all covenants of this agreement.
14. The second party shall not assign, sublet or transfer any interest in this agreement without the written consent of the Secretary of Administration.

In order to expedite the processing of this agreement, the parties mutually agree to the simultaneous execution of a copy of this document by all parties and persons mentioned below. After the execution of their copy of the agreement, the individuals shall submit them to the State of Kansas, Procurement and Contracts, for assembly and may make a copy for their files if they wish. Upon receipt of all executed copies, and the submittal of the required bonds and insurance certificates, the Procurement and Contracts shall date and assemble the copies and it shall constitute a binding agreement as of the date of assembly. The assembled copies shall be retained in the Procurement and Contracts, and a fully-executed set of contracts shall be delivered to the contractor and state agency. It is further agreed that if any individual wishes to change any part of the agreement, they shall notify the Procurement and Contracts, who shall prepare a new agreement and resubmit it to all parties and persons mentioned below for their signatures and processing as mentioned above.

Signed by the respective parties as follows:

STATE OF KANSAS, FIRST PARTY	SECOND PARTY
BY: _____ State Agency	BY: _____ Company Name
_____ Head of State Agency	_____ Authorized Signature
_____ Director of Purchases	_____ FEIN

APPROVED:

_____
Director of Facilities & Procurement Management

STATE OF KANSAS

BID & CONSTRUCTION DOCUMENTS

DEPARTMENT OF ADMINISTRATION

ENERGY AND SERVICE CENTER

BUILDING NO. 17300-00038

TOPEKA, KANSAS

A-012651/TMA-1951

MARCH 2015

STATE OF KANSAS
DEPARTMENT OF ADMINISTRATION
OFFICE OF FACILITIES & PROCUREMENT MANAGEMENT

OPTION A – GENERAL CONDITIONS

SET NO. _____

GEORGE STEELE, DEPUTY DIRECTOR, ENGINEERING
DEPARTMENT OF ADMINISTRATION
OFFICE OF FACILITIES AND PROCUREMENT MANAGEMENT
800 SW JACKSON, SUITE 600
TOPEKA, KANSAS 66612-1216
PHONE: 785-296-4693
E-MAIL ADDRESS: GEORGE.STEELE@DA.KS.GOV

TABLE OF CONTENTS **NO. of PAGES**

Document A Notice to Bidders 2
Document B Instructions to Bidders 6
Document C Form of Bid 5
Document D General Conditions of the Contract 30
Document E Supplemental General Conditions 3
Document F Form of Contract (DA-141A) 2
Document G Form of Performance Bond 1
Document H Form of Public Works Bond 1
Document I Form of Appointment of Service Agent 1

DIVISION 01 – GENERAL REQUIREMENTS

Section 01 0000 State of Kansas Requirements 2
Section 01 1000 Summary of Work 2
Section 01 2200 Unit Prices 2
Section 01 5000 Temporary Facilities 12

DIVISION 02 – EXISTING CONDITIONS

DIVISION 03 –THROUGH 30 NOT USED YET

DIVISION 30 –THROUGH 32 NOT USED YET

END OF TABLE OF CONTENTS

DOCUMENT A - NOTICE TO BIDDERS

PART 1 - GENERAL

1.1 ANNOUNCEMENT OF REQUEST FOR BIDS:

A. The Secretary, Department of Administration announces his request that Bids be submitted for the following construction:

DEPARTMENT OF ADMINISTRATION
ENERGY AND SERVICE CENTER
BUILDING NO. 17300-00038
TOPEKA, KANSAS
A-012651/TMA-1951

B. Award, when made, will be single Contract for the "Project as a whole" including all Work for total construction.

1.2 RECEIVING, PUBLIC OPENING AND READING OF BIDS:

A. Sealed bids will be received by the Director, Procurement and Contracts, Department of Administration, 900 S.W. Jackson Street, Suite 451 Topeka, Kansas 66612-1216 until 2:00 p.m. (local time) on **May 12, 2015** and will at that time and place be publicly opened and read aloud.

1.3 ELECTRONIC BID DOCUMENTS:

A. All parties interested in obtaining bid documents are responsible for registering on the Integrated Digital Technologies (IDT) website: http://kansasdfm.contractorsplanroom.com/

B. Bidders may view the bid documents on the IDT website, download the bid documents for viewing or printing “in-house” or have the electronic files sent to a printing company of their choice.

C. Bidders will be solely responsible for the cost of printing the bid documents. OFPM will not issue any printed bid documents for bidding.

D. Only parties registered on the IDT website for a project will receive issued Addendums.

E. All tiers of bidders are responsible for understanding the full scope of work covered by the bid documents.

F. Upon award of a contract, the Contractor will be provided ten (10) sets of printed bid documents.

1.4 OBTAINING INFORMATION FOR BIDDERS:

A. Questions concerning the Instructions to Bidders, Form of Contract, Insurances and Bonds shall be addressed to Procurement and Contracts, Department of Administration, 900 S.W. Jackson Street, Suite 451, Topeka, Kansas 66612-1216, telephone (785) 296-0408, fax (785) 296-7240.

B. **If there is a disclaimer of any responsibility by the Project Architect/Engineer for construction documents other than those specifically authenticated by their seal, it in no way waives their contractual obligation to coordinate all the construction documents on the project.**

C. Questions concerning the Construction Contract Documents (Drawings and Specifications) shall be addressed to the Design Team at:

GEORGE STEELE, DEPUTY DIRECTOR, ENGINEERING
OFFICE OF FACILITIES AND PROCUREMENT MANAGEMENT
800 SW JACKSON, SUITE 600
TOPEKA, KANSAS
785-296-4693

1.5 BID RESULTS:

A. Bid results will not be given to individuals over the phone. Results can be obtained by attending the public bid opening, or by obtaining a bid tabulation from Procurement and Contracts. Bid results can be obtained by sending (do not include with bid) a check for $3.00, payable to the State of Kansas, with a self-addressed, stamped envelope to Procurement and Contracts, ATTN: Bid Results/Copies, 900 S.W. Jackson, Suite 451, Topeka, Kansas 66612-1216. Copies of individual bids may be obtained under the Kansas Open Records Act by calling (785) 296-0002, requesting an estimate of the cost to reproduce the documents, and remitting that amount to the above address. Upon receipt of the funds, the documents will be sent.

B. Bid results may also be obtained from the Office of Facilities and Property Management; Design, Construction & Compliance. Results will be available three (3) working days after the bid opening by accessing the Division's web site at: **http://www.da.ks.gov/fp/**.

END OF DOCUMENT A

DOCUMENT B - INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.1 METHOD OF BIDDING AND AWARDING:

A. Bids must be submitted on the Form of Bid issued with each set of Construction Contract Documents.

B. A single Contract will be awarded for the "Project as a whole," including the following classification(s) of work:

1. DEMOLITION
2. GENERAL
3. ROOFING
4. MECHANICAL
5. ELECTRICAL
6. PLUMBING

C. Note: Kansas Statute K.S.A. 75-3741 as amended requires each bidder to list and identify the "major subcontractors" for mechanical and electrical construction as part of the bid when a single Contract for the "Project as a whole" is to be awarded.

1.2 CONTRACTOR PRE-QUALIFICATION

A. This project requires that all contractors wishing to bid as the prime must be pre-qualified by the Office of Facilities and Property Management.

B. Plans will not be sent to prime contractors that are not pre-qualified.

C. For more information on pre-qualification please visit our website at **http://www.da.ks.gov/fp/** and follow the links to contractor pre-qualification or call (785) 296-8899.

D. Bids submitted by contractors not pre-qualified will be returned to the bidder unopened.

1.3 BIDDER QUALIFICATIONS:

A. Any or all bidders may be required by the Director, Procurement and Contracts to furnish information to support the bidder's capability to comply with conditions for bidding and to fulfill the Contract if awarded the Contract. Such information may include, but not be limited to, the following:

1. Proof of registration with the Kansas Director of Taxation by non-resident Bidders (K.S.A. 79-1009).
2. Proof of registration with the Kansas Secretary of State by foreign corporations.
3. List of projects of similar size and type the bidder has constructed or in which the bidder has been engaged in a responsible capacity.
4. Evidence the bidder maintains a permanent place of business.
5. A current financial statement.
6. Contractor's Compliance Report and Plan of Action in accordance with provisions of the Kansas Act Against Discrimination (K.S.A. 1978, Supp. 44-1030 and 44-1031).
7. When applicable, provide proof of bidder's authorization for removal, handling and disposal of friable asbestos containing material by attachment of a copy of the Kansas Department of Health and Environment's license to perform said activities. (Ref. K.S.A. 65-5301 et seq.)

1.4 EXAMINATION OF DOCUMENTS AND SITE:

A. Before submitting a bid, each bidder shall carefully examine all Construction Contract Documents pertaining to the work and visit the location of the work to verify conditions under which the work will be performed. Submission of a bid will be considered presumptive evidence the bidder is conversant with local facilities and difficulties, requirements of the Construction Contract Documents and pertinent State and/or local codes and the labor and material markets and that he has made due allowances in his bid for all contingencies. Failure to visit the location of the work may be grounds to reject a bid.

B. Include in bid all costs for labor, materials, equipment, fees, taxes, insurances and other contingencies, with overhead and profit, as necessary to produce a complete installation of the work specified under headings covered by the bid (including all trades specified) without further cost to the Owner.

1.5 PROJECT DOCUMENTS:

A. The Project documents consist of the following items:

1. Document A - Notice to Bidders
2. Document B - Instructions to Bidders
3. Document C - Form of Bid
4. Document D - General Conditions of the Contract (DA-144)
5. Document E - Supplemental General Conditions
6. Document F - Form of Contract (executed)
7. Document G - Form of Performance Bond (executed)
8. Document H - Form of Public Works Bond (executed)
9. Document I - Form of Appointment of Process Agent by Nonresident Contractor (executed)
10. Drawings (when included)
11. Technical Specifications
12. Addenda to Drawings and/or Specifications, duly issued
13. Bid Guaranty
14. Proof of required insurance coverages
15. Notice to Proceed
16. Change Orders
17. Laws and regulations
18. Certificate of Project Completion
19. Project Guarantee
20. Code Footprint
21. Certificate of Occupancy

1.6 INTERPRETATION OF PROJECT DOCUMENTS:

A. Should a bidder find discrepancies in or omissions from the Specifications and/or Drawings, or if there is doubt as to their meaning, the bidder shall advise the Project Architect/Engineer at once.

B. Requests for **clarifications and interpretations** of the Construction Contract Documents (Technical Specifications and Drawings) shall be presented to the Project Architect/Engineer in writing at least ten (10) days prior to the date on which bids are to be opened.

C. **Clarifications and interpretations** of the Construction Contract Documents will be made **only** by Addenda issued to all known persons having same. The Project Architect/Engineer, state agency personnel or Procurement and Contracts will not be responsible for providing **any other** explanation or interpretation of the Construction Contract Documents.

D. Any clarification or interpretations of the meaning of the Drawings, Specifications, or other pre-Bid Documents made orally to any Bidder shall not be used by the bidders in preparation of a bid amount unless confirmed in writing via an addendum

E. Receipt of all Addenda shall be acknowledged on the Form of Bid and upon execution of the Contract, all addenda will become a part of the agreement.

1.7 BID AND PERFORMANCE GUARANTY:

A. Each bid submitted in connection with this Project shall be accompanied by a certified check, cashier's check or bid bond in the amount of five percent (5%) of the base bid, payable without condition to the State of Kansas.

B. The bid bond shall be accompanied by a Power of Attorney showing the authority of the person executing the bond on behalf of the Surety Company and should be approved by the Director, Procurement and Contracts prior to opening of bids.

C. An annual bid bond on file with the Director, Procurement and Contracts, may be acceptable for this transaction providing it is equal to or greater than five percent (5%) of the base bid and is payable without condition to the State of Kansas. This bond must be accompanied by a Power of Attorney showing the authority of the person executing the bond on behalf of the Surety Company.

Note: Use of an annual bid bond must be approved by the Director, Procurement and Contracts a minimum of five (5) days prior to the opening of bids. The Director of Procurement and Contracts may disapprove the use of an annual bid bond if said bond is being used as a bid guaranty on more than one (1) project at the same time.

D. In the event of an award, the responsible bidder offering the lowest bid price meeting Specifications will be required to enter into a Contract and provide proof of insurance in the amount required for the project. Said bidder shall also provide a Performance Bond for the full amount of the Contract. In addition, the bidder will be required to furnish a Public Works Bond for a project of $100,000 or greater, for the full amount of the contract. A Certificate of Deposit, in an amount of 100% of the Contract amount, may be substituted for a Performance and Public Works Bond. All the above documents must be completed and returned within fifteen (15) calendar days after their receipt. Failure to return these documents within the required time period may cause a cancellation of the award and a forfeiture of the full amount of the bid guaranty. Procurement and Contracts may also suspend a bidder from bidding State construction work for six (6) months for failure to comply with this section.

E. Bond forms will be provided by Procurement and Contracts and must be executed with a surety company licensed to do business in the State of Kansas.

F. Bid Guaranties (submitted by certified or cashier's checks) will be returned to unsuccessful bidders when the successful bidder is determined and a Contract executed. The Bid Guaranty of the successful bidder will be returned when the contract, required Bonds and Insurances are furnished and accepted by Procurement and Contracts. Bid guaranties submitted in the form of a certified or cashier's check will be returned on a State of Kansas warrant.

1.8 APPOINTMENT OF PROCESS AGENT BY NONRESIDENT CONTRACTOR:

A. Pursuant to provisions of K.S.A. 16-113, as amended, a nonresident individual, partnership or unincorporated association, if awarded a Contract, will be required to appoint an agent who is a resident of Kansas who may receive process in any civil action arising from the Contract.

B. The appointment form will be provided by the Procurement and Contracts and must be executed and filed with the Secretary of State as provided by K.S.A. 60-306 and amendments thereto, with a receipt therefore provided to Procurement and Contracts.

1.9 PREPARATION AND SUBMISSION OF BID:

A. Each bid shall be made on the Form of Bid accompanying these instructions. All blank spaces on the Form of Bid shall be filled in. Quote the prices for alternate bids and unit prices as requested.

B. Bid shall not contain recapitulation of work to be done.

C. Bid shall be presented under sealed cover, plainly marked with title of Agency, Building Name, Project Title, Location and, Project number.

D. Bid must be received by the Director, Procurement and Contracts not later than the scheduled closing time.

E. **Prior to the complete execution of a construction contract this project may be canceled at any time by the State. Neither the State of Kansas nor any of its agencies, employees or agents shall be responsible for any bid preparation costs, or any costs or charges of any type, should all bids be rejected or the project canceled for any reason prior to the complete execution of a construction contract.**

1.10 SIGNING FORM OF BID:

A. Bids which are not signed by the individuals making them shall have attached to them a Power of Attorney evidencing authority to sign the bid in the name of the person for whom it is signed.

B. Bids which are signed for co-partnerships shall be signed by all of the co-partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the bid a Power of Attorney evidencing authority to sign the bid.

C. Bids which are signed for corporations shall have the correct corporate name signed in handwriting or in typewriting and the signature of the president or other authorized officer of the corporation shall be manually written below the written corporate name, above the words "by (signature)." If such a bid is manually signed by an official other than the president of the corporation, a resolution of the board of directors evidencing the authority of the official to sign the bid shall be attached.

D. If bids are signed for any other legal entity, the authority of the person signing for the legal entity shall be attached to the bid.

1.11 SUBCONTRACTS:

A. Bidders must submit the names and addresses of the major subcontractors for the project as identified on the Form of Bid. If awarded a Contract for the project, the names of the subcontractors will be included as part of the contract. Any changes in listed subcontractors shall be subject to approval by the Secretary of Administration. Only one subcontractor may be listed for each category.

B. If project alternates are listed in the Construction Contract Documents, and the choice of major subcontractors is dependent upon the combinations of alternates the Owner elects to include as a part of the work, a separate sheet shall be attached to the Form of Bid designating the different combinations of such major subcontractors.

1.12 FAX MODIFICATIONS OF BID:

A. Facsimile (fax) transmissions of bids <u>will not</u> be accepted. However, fax modifications to previously submitted bids will be acceptable. When making fax modifications, state only the ADD or DEDUCT amount to be ADDED to the base bid, alternate bid, or unit price. Do not give a new total price for the selection. Fax modifications can also be made of any other information requested on the Form of Bid. Procurement and Contracts fax number is (785) 296-7240.

1.13 PUBLIC BID OPENING:

A. On the date and at the hour scheduled for closing, the Director, Procurement and Contracts or an authorized representative will open and read the bids publicly for interested bidders or others who may be present.

B. Information obtained at public openings is preliminary only and it shall not be construed the apparent low bidder has met all conditions and Specifications of the bid.

C. If the Topeka/Shawnee County state offices should be closed due to inclement weather or any unforeseen condition, and we have a project scheduled to bid, the following procedures will apply.

1. A note will be added to the on-line plan room indicating the bids will be opened at a later date to be determined when employees return to work.

2. It is the responsibility of the contractors and other plan holders to visit the online plan room to view this information. http://kansasdfm.contractorsplanroom.com/secure/.

3. OFPM and Procurement and Contracts, in coordination with the agency, will select the revised bid date once we return to work. An addendum will be published on the above website confirming the new bid date.

1.14 WITHDRAWAL OF BIDS:

A. Any bidder may withdraw a bid at any time prior to the scheduled closing time for receipt of bids, but after the scheduled closing time for receipt of bids, no bid may be withdrawn for a period of **thirty (30)** calendar days subject to the provisions of K.S.A.75-6901 et seq. If a bid is withdrawn after the scheduled closing time, it may result in the forfeiture of all or part of the bid guaranty.

1.15 AWARD OF CONTRACT:

A. A Contract will be awarded to the lowest responsible bidder meeting conditions and specifications imposed in the call for bids, but the Director, Procurement and Contracts reserves the right to accept any or all bids or to reject any or all bids for sufficient reason(s) and to waive all technicalities if deemed to be in the best interest of the State of Kansas.

B. At the time of award, Procurement and Contracts will provide the successful bidder with the Contract Forms, the Performance and Public Works Bond Forms and Appointment of Process Agent Form, if applicable, accompanied by instructions for execution, and will also request submission of proof of certain Insurance coverages.

C. The executed Contract, Bonds, and Insurance documents as well as a receipt for filing the Public Works Bond and the Appointment of Process Agent Form with the Clerk of the District Court in the county where the work is to be performed, must be returned to and received by Procurement and Contracts within fifteen (15) working days.

D. Failure on the part of the Contractor to provide the executed documents within fifteen (15) working days may result in withdrawal of the award, re-awarding to the next lower bidder or rebidding the contract and forfeiture of all or part of the bid guaranty.

1.16 NOTICE TO PROCEED:

A. A Notice to Proceed will be issued by the Office of Facilities and Property Management upon receipt by Procurement and Contracts of the Contractor's signed copy of the Contract and required approved insurance documents.

B. The Contractor will also be required to submit the required bonds and Appointment of Process Agent Form (if applicable) to Procurement and Contracts. The Contractor will be allowed to proceed prior to receipt of the bonds and Process Agent Form, but no payments will be made until all these documents are submitted. If appropriate bonds are not provided, no payment will be made.

C. The Procurement and Contracts and Office of Facilities and Property Management reserve the right to

withhold issuance of a Notice to Proceed until all documents are received if they are uncertain of the Contractor's ability to obtain the required bonds.

D. Prior to the issuance of the Notice to Proceed, the State of Kansas shall not be liable for any expenses relating to the bid or Contract, or any expenses related to their preparation.

1.17 CHANGE ORDERS:

A. Changes to the initial Contract are to be made by the Project Architect/Engineer with the approval of the owner, the Director of the Office of Facilities and Property Management and the Director of the Division of Accounts and Reports.

1.18 LAWS AND REGULATIONS:

A. All applicable laws of the State of Kansas, municipal ordinances and rules and regulations of all authorities having jurisdiction over construction of this Project shall apply to any Contract resulting from a bid on this Project as though herein written out in full.

1.19 PROJECT CLOSE OUT:

A. When the Contract is satisfactorily complete and authorized by the Owner and the Office of Facilities and Property Management, the Project Architect/Engineer will forward a formal Certificate of Project Completion and an Affidavit of Contractor to the Contractor.

B. The contractor will sign the Certificate of Project Completion and sign/notarize the Affidavit of Contractor to certify that all debts and claims against this project have either been paid in full or otherwise satisfied. The contractor will forward both along with the final application for payment back to the architect/engineer.

1.20 PROJECT GUARANTEE:

A. The date of the Certificate of Project Completion shall be the starting date for the guarantee/warranty period, unless partial occupancy requires an earlier date to be set. In that case the guarantee/warranty period for work and equipment serving the occupied area shall begin on the date the Owner takes partial occupancy of that portion of the project.

1.21 REQUESTS FOR SUBSTITUTION PRIOR TO BID DATE:

A. Should a bidder or a manufacturer's representative wish to incorporate, in the base proposal, brands or products other than those named in the Specifications, he shall submit written request for substitution approval to the Project Architect/Engineer ten (10) calendar days prior to date proposals are due. Approved substitutions will be set forth in an addendum. Bidders shall not rely upon approvals made in any other manner.

END OF DOCUMENT B

DOCUMENT C - FORM OF BID

PART 1 - GENERAL

SUBMITTED BY:

_____

NAME OF COMPANY (*Please print or type*)

ATTACH CERTIFIED OR CASHIER'S CHECK HERE
IF FURNISHED IN LIEU OF A BID BOND

SUBMITTED TO:

Tracy Diel, Deputy Director
Procurement and Contracts
Room 600
Department of Administration
900 S.W. Jackson Street, Suite 451 South
Topeka, Kansas 66612-1216

SUBMITTED FOR:

Department of Administration
Energy and Service Center
Bldg. No. 17300-00038
Topeka, Kansas
A-012651/TMA-1951

Sir:

In response to your Notice to Bidders and in compliance with the Instructions to Bidders, the undersigned herewith submits his offer to provide all labor, materials, equipment, tools of trades and labor, accessories, appliances, warranties and guarantees and to pay all royalties, fees, permits, licenses and applicable taxes necessary to complete the following construction work:

BASE BID (LUMP SUM):

For the referenced project and in accordance with the Construction Contract Documents as prepared by the Project Architect/Engineer for a total lump sum price of:

_____

_____DOLLARS ($_____).

ALTERNATE BIDS AND UNIT PRICES:

The undersigned offers for the Owner's consideration and use the following prices for specific alternate bids and unit prices. These prices include all costs to the Owner, including those for labor, materials, equipment, tools of trades and labor, appliances, accessories, warranties, guarantees, royalties, fees, permits, licenses, applicable taxes, insurances, haulage, storage, superintendency, overhead and profit and are to be added to the above quoted base bid price as noted.

ALTERNATE NO. ____ [If described by Addendum]: ADD ($_____)

UNIT PRICE NO.____ [If described by Addendum]: ADD/DEDUCT ($_____)

MAJOR SUBCONTRACTORS:

The undersigned hereinafter identifies as part of this bid the major subcontractors he proposes to use in the performance of work under the contract. If the bidder will perform the work of a subcontractor with his own forces, he must so indicate by writing his company name in the space where the subcontractor would have been listed.

If the choice of major subcontractors is dependent upon the combinations of alternates the owner elects to include as a part of the work, a separate sheet shall be attached to the Form of Bid designating the different combinations of such major subcontractors. No change or substitution may be made in the listed subcontractors without the prior approval of the Secretary of Administration. In order to obtain this approval a written request shall be made to the Director of the Office of Facilities and Property Management.

MECHANICAL CONSTRUCTION (List one (1) only)

_____
Name

_____
Address

ELECTRICAL CONSTRUCTION (List one (1) only)

_____
Name

_____
Address

TIME OF COMPLETION:

The undersigned agrees to have the work of the project to a point of final completion, including all punch list items, ready for the Project Architect/Engineer's final inspection and the Owner's and Office of Facilities and Property Management's acceptance, in **330** Calendar days (or less) following issuance of the written Notice to Proceed.

ADDENDA:

The undersigned acknowledges receipt of the following Addenda:

#1(_____) #2(_____) #3(_____) #4(_____) #5(_____) #None(_____)

STATE TAX:

The undersigned attests this Bidder is not in arrears in taxes due the State of Kansas.

This project has been determined by the Kansas Department of Revenue to be subject to Kansas sales tax. The cost of said Tax must be **INCLUDED IN** all Bid and Contract prices. Sales tax includes all applicable state, county and city sales taxes. (Refer to the Supplemental General Conditions, Document E, for instructions on paying the tax.)

FEDERAL TAX:

The undersigned has included in all quoted prices the cost of federal excise tax on all items of construction and equipment subject to said tax.

AGREEMENTS:

The undersigned agrees to the following terms and conditions:

1. An incomplete bid or other information not requested which is written on or attached to this Form of Bid, may be cause for rejection of the bid.

2. For a bid to be considered responsive, every blank must be filled in. Failure to do so may result in the disqualification of the bid.

3. A bid may be considered incomplete and non-responsive that does not indicate a price for any alternate bid or unit price described and identified on the Form of Bid. A typed or printed "no bid" entered in the space provided for an alternate bid or unit price may lead to the bid being considered non-responsive and be grounds for rejection of the bid. A typed or printed "no charge" entered in the space provided for an alternate bid or unit price will be considered a valid bid, as will the figure "0.00."

4. He has read the Notice to Bidders and the Instructions to Bidders carefully.

5. The accompanying bid security (bond) (certified check) (cashier's check) in the amount of:

   _____

   _____ DOLLARS ($_____).

   is payable without condition to the State of Kansas, the sum of which it is agreed will be forfeited as liquidated damages for the delay and extra expense caused the owner if the undersigned fails to execute the Contract and to furnish the bonds and insurances required by the Construction Contract Documents.

6. The Director, Procurement and Contracts reserves the right to reject any or all bids and to waive all technicalities should such action be deemed to be in the best interest of the State of Kansas.

7. The Owner reserves the right to accept or reject any or all alternate bids and unit prices.

8. Subject to the provisions of K.S.A.75-6901 et seq. this bid may not be withdrawn for a period of thirty (30) calendar days following the receipt, opening and public reading thereof.

9. Failure to acknowledge receipt of any addendum issued may be cause for a bid rejection.

10. **Prior to the complete execution of a construction contract this project may be canceled at any time by the State. Neither the State of Kansas nor any of its agencies, employees or agents shall be responsible for any bid preparation costs, or any costs or charges of any type, should all bids be rejected or the project canceled for any reason prior to the complete execution of a construction contract.**

CERTIFICATION REGARDING IMMIGRATION REFORM & CONTROL

All Contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-subcontractor. The usual method of verification is through the Employment Verification (I-9) Form. With the submission of this bid, the Contractor hereby certifies without exception that Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination and any applicable damages.

Contractor certifies that, should it be awarded a contract by the State, Contractor will comply with all applicable federal and state laws, standards, orders and regulations affecting a person's participation and eligibility in any program or activity undertaken by the Contractor pursuant to this contract. Contractor further certifies that it will remain in compliance throughout the term of the contract.

At the State's request, Contractor is expected to produce to the State any documentation or other such evidence to verify Contractor's compliance with any provision, duty, certification, or the like under the contract.

Contractor agrees to include this Certification in contracts between itself and any subcontractors in connection with the services performed under this contract.

By signing this Form of Bid, the Contractor agrees to follow the Immigration and Reform Control Act of 1996 and any and all amendments to the Act.

DECLARATIONS:

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

The undersigned proposes to enter into Contract and to furnish and pay for the specified bonds and other required documents within fifteen (15) working days after award of the contract.

The undersigned certifies that he does not have any substantial conflict of interest sufficient to influence the bidding process on this bid. A conflict of substantial interest is one which a reasonable person would think would compromise the open competitive bid process.

All bidders and major sub-contractors listed on the bid form shall **not** be in arrears in taxes due the state of Kansas.

1. All bidders and major sub-contractors listed on the Form of Bid must submit with their bid, current **Certificate of Tax Clearance** obtained from the Kansas Department of Revenue. Bidders and listed major sub-contractors can obtain the Certificate of Tax Clearance through the following website: http://www.ksrevenue.org/taxclearance.html .

2. The prime bidder shall also attach to his Form of Bid, signed **State of Kansas - Tax Clearance Status** forms (DC form 322) from each of the major sub-contractors listed on the Form of Bid. The State of Kansas Tax - Clearance Status form is located at www.da.ks.gov/fp/, "Forms & Documents

3. Failure to attach the Certificate of Tax Clearance or State of Kansas - Tax Clearance Status forms may be grounds for rejection of the bid.

The undersigned attests this Bidder is not in arrears in taxes due the State of Kansas, has attached Kansas Department of Revenue Certificate of Tax Clearance for the Bidder and all major sub-contractors listed on the Form of Bid, and has attached signed State of Kansas - Tax Clearance Status forms from all listed major sub-contractors.

SIGNATURE AND SEAL:

DATED THIS _____DAY OF _____, 20____ .

_____
LEGAL NAME OF PERSON, FIRM OR CORPORATION

_____
FEDERAL EMPLOYEE IDENTIFICATION NUMBER

_____
MAILING ADDRESS for the above

_____
CITY, STATE and ZIP CODE

_____/_____
TELEPHONE NUMBER FAX NUMBER

_____/_____
CELL PHONE NUMBER E-MAIL ADDRESS

_____
CONTACT PERSON FOR TAX ISSUES

If the bid is submitted
by a Corporation, affix seal here

_____/_____
BY (SIGNATURE) TITLE

BIDDER'S CONTRACTING IDENTIFICATION NUMBER:

To help facilitate the awarding of the Contract and subsequent payment(s) processes, the bidder gives the FEIN (Federal Employers Identification Number) or the SSN (Social Security Number) planned for use when making application for partial or full work compensation. (Use space provided above.)

DCC FORM 322
Issued January 1, 2011

State of Kansas - Tax Clearance Status

Department of Administration, Division of Facilities Management

To those trades listed on the Form of Bid:

Upon advertisement of a project for bidding and at least one week prior to the bid date, the above trades should obtain their Kansas Department of Revenue Certificate of Tax Clearance. Fill out, sign and attach this form (DDC 322) to the KDOR Certificate; forward both in ample time prior to the bid opening to all bidding Prime Contractors. (Note: Certificates of Tax Clearance are valid for 90 days.)

_____
LEGAL NAME OF PERSON, FIRM OR CORPORATION

_____
FEDERAL EMPLOYER IDENTIFICATION NUMBER

_____
MAILING ADDRESS for the above

_____
CITY, STATE and ZIP CODE

_____
TELEPHONE NUMBER FAX NUMBER

_____
CELL PHONE NUMBER E-MAIL ADDRESS

_____
CONTACT PERSON for TAX ISSUES

_____
SIGNATURE TITLE DATE (DD/MM/YYYY)

Attachment: State of Kansas Department of Revenue Tax Clearance Certificate

This form is available at http://da.ks.gov/fp/manual.htm#PlanningForms

END OF DOCUMENT

DOCUMENT D - GENERAL CONDITIONS OF THE CONTRACT
DA-144 (3-1-01)

ARTICLE INDEX

1. Definitions
2. Specifications and Drawings
3. Additional Instructions
4. Reference Standards
5. Surveys, Permits and Regulations
6. Shop Drawings and Samples
7. Materials and Workmanship
8. Allowances
9. Inspection and Testing of Materials
10. "Or Approved Substitute" Clause
11. Subsurface & Latent Conditions Found Different
12. Changes in Work
13. Separate Contracts
14. Subcontracts
15. Mutual Responsibility of Contractors
16. Project Architect/Engineer's Authority
17. Duties of the Contractor
18. Protection of Work and Property
19. Receiving and Storing Materials and Equipment
20. Safety
21. Correction of Work
22. Construction Schedule and Reports
23. Time for Completion
24. Right of Owner to Suspend Work
25. Right of Owner to Terminate Contract
26. Bonds
27. Substitute Bonds
28. Sales Tax
29. Quantities of Estimates
30. Payments to Contractor
31. Payments by Contractor
32. Subcontractor Payment Indemnification
33. Acceptance of Final Payment as Release
34. Use and Occupancy Prior to Acceptance
35. General Guarantee
36. Arbitration, Damages, and Warranties
37. Patents and Royalties
38. Indemnification
39. Assignments
40. Required Provisions Deemed Inserted
41. Kansas Acts Against Discrimination
42. Antitrust
43. Optional Performance and Payment Guarantee
44. Simultaneous Execution of Construction Contracts
45. Evaluations
46. Drug Testing
47. Licensure

1. DEFINITIONS

The following terms as used in this contract are respectively defined as follows:

A. The term **Project Architect/Engineer** refers to the Project Architect/Engineer employed or designated by the Secretary of the Kansas Department of Administration for professional services in accordance with K.S.A. 75-1253, 75-1254, 75-1256 or employed by the Owner pursuant to K.S.A. 75-5801 et seq., as amended or any designee of the Secretary of Administration who is vested with the authority and responsibility to act as Project Architect/Engineer for this project.

B. **As directed**, rejected, approved, and other words of similar meaning which authorize any exercise of judgment, shall be distinctly understood to mean that such power to direct, reject, and approve shall be vested only in the Project Architect/Engineer, Owner, and the Office of Facilities and Property Management.

C. The **construction representative** or inspector is appointed by and responsible to the Office of Facilities and Property Management. He inspects capital improvement projects ensuring construction is in accordance with approved code footprints, building codes and accessibility laws.

D. **Contract**: The agreement between the Contractor and the Owner covering the work to be done.

E. CONTRACT DOCUMENTS

1. The **Contract Documents**, enumerated in the table of contents of this project manual shall form a part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were fully set forth.

2. The **Contract Documents** are complementary, and what is required by one shall be as binding as if required by all. The intention of the documents is to include all labor, materials and equipment necessary for the proper execution of the Work.

3. **Contract Documents** consist of the Notice to Bidders, Instructions to Bidders, Form of Bid, Contractor's Performance Bond, Contractor's Public Works Bond to the State, the Contract, General Conditions, Supplemental General Conditions, Specifications, Drawings, Maps, Plats, etc., prepared or furnished by the Project Architect/Engineer, and Addenda, including additions and/or modifications therein incorporated before the execution of the Contract. Contract Documents shall also include written clarifications, Change Orders and written interpretations by the Project Architect/Engineer which are made after execution of the Contract which are not included in Change Orders.

F. The **Contractor** is a person, firm or corporation with whom the Contract is made by the Owner.

G. The **Contractor's superintendent** is the Contractor's chief representative at the Project site or related work area.

H. The **Director** is the head of the Office of Facilities and Property Management and, under certain delegated authority, acts on behalf of the Secretary of Administration.

I. The **Office of Facilities and Property Management** is a unit of the Department of Administration of the State of Kansas authorized to administer, enforce or interpret laws relating to construction on state property.

J. **Final Project Completion** is the date upon which the Contractor shall be completed with all punch list items to the satisfaction of the Owner, Project Architect/Engineer and Office of Facilities and Property Management and all systems are fully tested, balanced, corrected and functional. **Final** completion is to occur on or before the adjusted contract completion date. It is at this point that the Contractor may apply for final payment of the contract sum at which point a Certificate of Project Completion shall be written.

K. The **Owner** is the State agency, representing the State of Kansas, with whom the agreement with the contractor is executed.

L. The **Owner's Representative** is the person(s) appointed by and responsible to the Owner. He acts on behalf of the Owner in matters relating to the execution of the contract.

M. **Partial Occupancy** (for phased projects only) is the date that a separate wing or portion of the building receives final completion as designated above.

N. Wherever the word "**Plan**" is used, the word "Drawing" may be substituted, and vice versa.

O. The **Prime Contractor** is that Contractor identified in the Contract to serve as coordinator and director of all work when separate contracts are awarded for different portions of the project.

P. The term "**provide**" shall be interpreted to mean, "furnish and install in place."

Q. A **Subcontractor** is a person or organization who has a contract with the Contractor to perform any of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative. A lower-tier Subcontractor is a person or organization who has a contract with a Subcontractor or another lower-tier Subcontractor to perform any of the Work at the site. Nothing contained in the Contract Documents shall create contractual relationships between the Owner or the Project Architect/Engineer and any Subcontractor or lower-tier Subcontractor, of any tier.

R. **Substantial completion** is the point at which the Owner, Office of Facilities and Property Management, and the Project Architect/Engineer agree the work, or a designated portion thereof, is sufficiently complete so that the Owner may occupy or use the premises for its intended purpose. Substantial completion will not occur until all items relating to fire exiting, notification, detection, separation or suppression on the fire code footprint of record are completed.

S. The term **"supplier**" also is applicable to those furnishing materials, equipment or supplies to be incorporated in the project whether work performed is at the site or in the factory, or both.

T. A **suitable warehouse** shall be approved by the Project Architect/Engineer, and Owner's Representative and must comply with the following.

1. The facility shall be an independent, commercial warehouse not owned by the Contractor or Supplier.

2. The facility must have established material warehousing procedures.

3. The warehouse shall be located within an acceptable distance of the project site, as established by the Project Architect/Engineer, and Owner's Representative.

4. The Project Architect/Engineer and Owner's Representative shall be provided with all documentation required by Article 30 - Payments to Contractor.

5. All materials for the Owner's project must be stored in the name of Owner.

U. **Surety:** Approved surety bound with and for the Contractor to insure his acceptable performance of the Contract and for his payment of all obligations under the Contract.

V. The term "**Work**" includes all labor necessary to complete the construction required by the Contract Documents for this Contract, and all materials, equipment and supplies incorporated or to be incorporated in such construction.

W. **Written notice** will be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, if delivered at or sent by mail to the last business address shown to the party giving notice, or if transmitted via e-mail or facsimile to the e-mail address or facsimile number provided by the firm or entity.

2. SPECIFICATIONS AND DRAWINGS

A. These Specifications are of an abbreviated form and contain incomplete sentences. Omissions of words or phrases such as "the Contractor shall," "shall be," "as noted on the Drawings," "according to the Drawings," "a," "an," "the" and "all" are intentional. Omitted words and phrases shall be supplied by inference in the same manner as when "note" occurs on the Drawings.

B. Owner, Contractor, Project Architect/Engineer, are those mentioned as such in the Contract Documents. They are treated throughout the Contract Documents as if each were of singular number and masculine gender.

C. Specifications are separated into titled divisions for convenience of reference, and to facilitate letting of contracts and subcontracts. Such separations will not, however, operate to make the Project Architect/Engineer an arbiter to establish limits of subcontracts or to establish jurisdiction.

D. The drawings, herein referred to consist of drawings prepared by the Project Architect/Engineer and are identified and incorporated in these Contract Documents.

E. Drawings are intended to show general arrangements, design, and extent of work and are partly diagrammatic. As such, they shall not be scaled.

F. Details take precedence over smaller scale general drawings.

G. In case of conflict between drawings and specifications, or between drawings and other drawings, the project architect is to be contacted for clarifications.

H. Any specific provision in any of the Contract Documents which may be in conflict or inconsistent with any of the articles in these General Conditions or the Supplementary General Conditions shall be controlling for that specific project.

I. Should conflicts in Contract Documents occur, either in quality or quantity of work required, the Contractor shall, unless clarification has been issued by addenda prior to receipt of bids, furnish, and

install work in accordance with either of the conflicting provisions of the documents as the Project Architect/Engineer may direct.

J. If the Contractor observes that drawings and specifications are at variance with any laws, ordinance, rules, regulations, or codes applying to the Work, he shall promptly notify the Architect Owner, and Office of Facilities and Property Management in writing, and any necessary changes will be adjusted as provided in Contract Documents. However, it is not the responsibility of the Contractor to make certain that the Contract Documents are in accordance with applicable laws, statutes, building codes, and regulations.

K. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results

L. Drawings consist of sheets enumerated in these Contract Documents and of such detailed drawings and instructions as will be provided during the progress of the Work, to fully explain and carry out the requirements of these specifications and the drawings.

M. Drawings, specifications, and copies thereof furnished by the Owner are and shall remain its property. They are not to be used on another project and, with the exception of one contract set for each party to the Contract, shall be returned to the Owner's Representative on request, at the completion of the Work.

3. ADDITIONAL INSTRUCTIONS

A. The Contractor may be furnished additional instructions, clarifications, and/or detail drawings by the Project Architect/Engineer as necessary to carry out the intent of the Work included in the Contract. The additional Drawings and/or instructions thus supplied will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the Work in accordance with the additional detail drawings and/or instructions.

4. REFERENCE STANDARDS

A. For products or workmanship specified by association, trade or Federal standards, comply with requirements of the standard, except when more rigid requirements are specified.

B. Obtain copy of standards when required by Contract Documents.

C. Should specified reference standards conflict with Contract Documents, request clarification from the Project Architect/Engineer before proceeding.

D. References to known Standard Specifications mean and intend the latest edition of said Specifications adopted and published as of the date of invitation to submit Bids. References to technical society, organization or body are made in the Specifications.

E. Codes, industry standards and guidelines referenced in the Contract Documents include but are not limited to the following acronyms:

ADAAG	Americans with Disabilities Act Accessibility Guidelines
ACI	American Concrete Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
ANSI	American National Standards Institute (all publications)
ARI	American Refrigeration Institute
ASHRAE	American Society of Heating, Refrigeration & Air-Conditioning Engineers, Inc.
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing Materials
AWI	Architectural Woodwork Industry
AWSC	American Welding Society Code

CBM	Certified Ballast Manufacture
FM/IRI	Factory Mutual/Insurance Rating Institute
GCEHMF	Guidelines for Construction and Equipment of Hospital and Medical Facilities
IBC	International Building Code
ICEA	Insulated Cable Engineers Association
IEEE	Institute of Electrical and Electronics Engineers
IFC	International Fire Code
IFGC	International Fuel Gas Code
IMC	International Mechanical Code
IPC	International Plumbing Code
JCAHO	Joint Commission on Accreditation of Healthcare Organizations
	Kansas Boiler Safety Act Rules and Regulations
LSC	Life Safety Code
MRCA	Midwest Roofing Contractors Association
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NESC	National Electrical Safety Code
NFPA	National Fire Protection Association
NIST	National Institute of Standards & Technology
NRCA	National Roofing Contractors Association
OSHA	Occupational Safety and Health Act
SIGMA	Sealed Insulating Glass Manufacturers Association
SMACNA	Sheet Metal Air Conditioning National Association
UL	Underwriters Laboratories, Inc.

5. SURVEYS, PERMITS AND REGULATIONS

A. If additional site information is required beyond that shown in the Contract Documents, the Contractor shall be responsible for all site, topography and property surveys not provided.

B. The Contractor shall pay all fees and shall procure all applications, permits, licenses and approvals necessary for the execution of his Contract. See K.S.A. 75-3741c.

C. The Contractor shall give all notices and comply with all State and Federal laws, codes, rules and regulations relating to the performance of the Work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.

D. If charges for water, sewer and other utility connections made by municipalities are costs which the State is obligated to pay, the Contractor shall pay these charges where required by the Specifications.

6. SHOP DRAWINGS AND SAMPLES

A. Shop drawings shall consist of drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are prepared by the Contractor or any Subcontractor, manufacturer, supplier or distributor, and which illustrate some portion of the work.

1. All shop drawing submittals shall be accompanied by a transmittal letter identifying the project and listing each item being submitted. Each item submitted shall be identified by reference to the Project identification number, Specifications number and/or Drawing sheet numbers.

2. Contractor shall submit to the Project Architect/Engineer a list of shop drawings and a tentative submittal schedule prior to the first partial payment. Submittal schedule must be updated if requested.

3. All subcontractors, material or equipment suppliers shall submit through the Contractor–shop drawing items comprising brochures, manufacturer's catalog sheets and data specifications. After the Project Architect/Engineer's approval, one (1) copy shall remain on file with the Project Architect/Engineer, one (1) copy shall be transmitted to the Office of Facilities and Property Management, one (1) copy shall be sent to the Owner, one (1) copy shall be kept on file in the Contractor's job. In addition to the distribution listed above, the contractor shall determine the

number of additional copies required for construction use, including subcontractors and suppliers. Additional copies that may be required for the project shall be identified at the pre-construction conference. Contractor shall distribute the construction copies as required.

B. Samples shall consist of physical examples furnished by the Contractor in sufficient size and quantity to illustrate materials, equipment or workmanship, and to establish standards by which the work will be judged. Samples shall be submitted on items called for in the Specifications or as requested by the Project Architect/Engineer.

1. Submit samples in sufficient quantity to permit Project Architect/Engineer to make all necessary tests and of adequate size to show quality, type, color range, finish, and texture. Label each sample stating materials, type, color, thickness, size, project name, identification number, and Contractor's name.

2. Submit transmittal letter requesting approval, and prepay transportation charges to Architect/ Engineer's office on samples forwarded.

3. Materials installed shall match approved samples.

C. The Contractor shall review shop drawings and samples and shall place his stamp and/or signature thereon as evidence that he has checked each item, and shall submit same with reasonable promptness and in orderly sequence so as to cause no delay in the Work or in the work of any other Contractor. The Contractor shall inform the Project Architect/Engineer in writing of any deviation in the shop drawings or samples from the requirements of the Contract Documents. Contractor shall be responsible for all corresponding changes due to deviations in details, dimensions, and costs involved with other trades.

D. By stamping and submitting shop drawings and samples, the Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers, and similar data, and that he has checked and coordinated each shop drawing and sample with the requirements of the work and of the Contract Documents. Drawings not so noted will be returned without being examined by the Project Architect/Engineer.

E. The Project Architect/Engineer will review and approve shop drawings and samples with reasonable promptness so as to cause no delay, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents. The Project Architect/Engineer's approval of a separate item shall not indicate approval of an assembly in which the item functions, nor shall the Project Architect/Engineer's approval relieve the Contractor from responsibility for errors or omissions in shop drawings or samples.

F. The Contractor shall make any corrections required by the Project Architect/Engineer and shall resubmit the required number of corrected copies of shop drawings or new samples until approved. Resubmitted items shall be identified as such on the items and the transmittal letter.

G. The Contractor shall direct specific attention in writing on resubmitted shop drawings to revisions other than the corrections requested by the Project Architect/Engineer on previous submissions. Corrections or changes indicated on shop drawings shall not be considered an extra work order.

H. No work requiring a shop drawing or sample submission shall be commenced until the submission has been approved by the Project Architect/Engineer. All such work shall be in accordance with approved shop drawings and samples.

I. The Contractor shall keep on the site of the Work, an approved or confirmed copy of the shop drawings, Drawings and Specifications, and shall at all times give the Owner access thereto.

J. All drawings for any one Contract should be numbered consecutively and shall bear the name, project identification number, and location of the project, the name of the Contractor, the date of the drawing, and the date of each correction or revision.

K. The Contractor submitting late, inadequate or incorrect shop drawings shall be responsible for damages and delays should submittals be rejected by the Project Architect/Engineer.

7. MATERIALS AND WORKMANSHIP

A. Materials and fixtures shall be new and of latest design and current manufacture unless otherwise specified as approved by the Project Architect/Engineer. All Work shall be performed by competent workers and shall be of best quality.

B. The Contractor shall carefully examine the plans and specifications and shall be responsible for the proper fitting of his material, equipment, and apparatus into the building.

C. The Contractor shall base his bid only on the Contract Documents. Contractor may make a written proposal to the Project Architect/Engineer to use alternate materials or fixtures, but the Project Architect/Engineer's decision shall be final. Refer to Article 10 - "Or Approved Substitute" Clause.

D. Should the Contract Documents fail to adequately describe materials or goods to be used, it shall be the duty of the Contractor to inquire of the Project Architect/Engineer what is to be used and to supply it at the Contractor's expense or else thereafter replace it to the Project Architect/Engineer's satisfaction. As a minimum, the Contractor shall provide the quality of materials as generally specified throughout the Contract Documents.

E. Materials and workmanship shall be subject to inspection, examination, and test by the Project Architect/Engineer, the Construction Representative and the Owner's Representative at any and all times during manufacture, installation, and construction on any of them, at places where such manufacture, installation, or construction is carried on. The Project Architect/Engineer shall have the authority and right to reject defective materials and workmanship or to require correction.

F. Materials prohibited by governmental authority or regulation from being used in construction shall not be used on this project.

G. The Contractor shall promptly remove, at his expense, all rejected materials from work site.

H. When a material has been approved, no change in brand or make will be permitted unless:

1. Manufacturer cannot make satisfactory delivery, or

2. Material delivered fails to comply with contract requirements.

3. No change can be made without the Project Architect/Engineer's approval

I. In order that ready availability of materials, parts, or components for repair, replacement, or expansion may be assured, all such materials, parts and components shall be obtained where feasible from sources which maintain a regular, domestic stock.

J. Reference to "standard" specifications of any association or manufacturer, or codes of State authorities, refers to the most recent printed edition or catalog in effect on the date which corresponds with date of the Contract Documents.

K. Whenever reference is made in the Specifications that work shall be "performed," "applied," "installed," "finished," "tested," or "connected," in accordance with the "manufacturer's directions or instruction," the Contractor to whom those instructions are directed shall furnish printed copies of such instructions when requested by the Project Architect/Engineer before execution of the work.

8. ALLOWANCES

A. The Contractor shall include in the contract sum all allowances stated in the Contract Documents. Items covered by these allowances shall be supplied for such amounts and by such persons as the Owner may direct, but the Contractor will not be required to employ persons against whom he makes a reasonable objection.

B. Unless otherwise provided in the Contract Documents:

1. These allowances shall cover the cost to the Contractor, less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes;

2. The Contractor's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the contract sum and not in the allowance;

3. Whenever the cost is more than or less than the allowance, the contract sum shall be adjusted accordingly by Change Order, the amount of which will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses.

9. INSPECTION AND TESTING OF MATERIALS

A. All work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records shall be made available by the Contractor to authorized representatives and agents of State government.

B. If a portion of the Work is covered contrary to the Project Architect/Engineer's request or to requirements specifically expressed in the Contract Documents, it shall, if required in writing by the Project Architect/Engineer or the Owner's Representative, be uncovered for the Architect's observation and be replaced and recovered at the Contractor's expense with the proper personnel in a timely manner as approved by the Owner, without change in the Contract Time.

C. If a portion of the Work has been covered which the Architect or the Owner's Representative has not specifically requested to observe, prior to its being covered, the Project Architect/Engineer or the Owner's Representative may request to see such Work, and it shall be uncovered by the Contractor who will furnish the necessary facilities, labor and materials. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work is not in accordance with the Contract Documents, the Contractor shall pay such costs unless the condition was caused by the Owner or a separate contractor in which event the Owner will be responsible for payment of such costs.

D. Unless otherwise provided, Contractor shall provide all testing as outlined in the Contract Documents by approved independent testing agencies. Copies of tests reports shall be sent to Office of Facilities and Property Management, the Owner, and the Project Architect/Engineer and the Contractor by the testing agency.

E. If any work is required to be specially tested or approved, the Contractor shall give the Project Architect/Engineer, Construction Representative and the Owner's Representative a minimum of five working days notice of date for such inspection. Such materials and equipment requiring testing, shall be tested in accordance with accepted or specified standards, as applicable. Unless otherwise called for in the Specifications, the laboratory or inspection agency shall be accepted by the Project Architect/Engineer and the Contractor will pay all costs incurred by the specified testing and laboratory procedures. Should retesting be required, due to failure of initial testing, the cost of such retesting shall be borne by the Contractor.

F. The cost of any testing performed by manufacturers or contractors for the purpose of substantiating acceptability of proposed substitution of materials and equipment, or the necessary conformance testing in conjunction with manufacturing processes or factory assemblage, shall be borne by the Contractor or manufacturer responsible.

G. On the basis of the test results, materials, equipment, or accessories may be rejected even though general approval has been given. If items have been incorporated in the Work, the Project Architect/Engineer will have the right to cause their removal and replacement, without cost to the Owner, by items meeting contract requirements or to demand and secure such reparation to the Owner from the Contractor as is equitable.

H. The Project Architect/Engineer reserves the right to require the Contractor to furnish a certificate guaranteeing that material or equipment as submitted complies with contract requirements. If statement originates with manufacturer, the Contractor shall endorse all claims and submit statement in his own name.

10. "OR APPROVED SUBSTITUTE" CLAUSE

A. Whenever in the Contract Documents any article, appliance, device, or material is designated by the

name of a manufacturer, vendor, or by any proprietary or trade name, the words “or approved substitute”, shall automatically follow and shall be implied unless specifically indicated otherwise. The standard products of manufacturers other than those specified will be accepted when, it is proven in writing via product literature to the satisfaction of the Project Architect/Engineer they are equal in design, spare parts availability, strength, durability, usefulness, serviceability, operation cost, maintenance cost, and convenience for the purpose intended. The written product literature shall include information to allow a complete comparison of the proposed product. Any changes required in the details and dimensions indicated in the Contract Documents for the substitution of standard products other than those called for shall be properly made and approved by the Project Architect/Engineer at the expense of the Contractor requesting the substitution or change. No substitutions will be permitted for components of extensions to existing systems when, in the opinion of the Project Architect/Engineer, the named manufacturer must be provided in order to insure compatibility with the existing systems, including, but not limited to, fire alarms, smoke detectors, controls, etc.

B. No substitution shall be purchased or installed by the Contractor without the Project Architect/Engineer's written approval. Requests for approval of substitutions must be made in a timely manner. (See applicable section of the “Instructions to Bidders”).

C. It shall be understood that the use of materials or equipment other than those specified, or approved substitute by the Project Architect/Engineer, shall constitute a violation of Contract, and that the Project Architect/Engineer shall have the right to require the removal of such materials or equipment and their replacement with the specified materials or equipment at the Contractor's expense.

11. SUBSURFACE AND LATENT CONDITIONS FOUND DIFFERENT

A. Should the Contractor encounter subsurface or latent conditions at the site materially differing from those indicated in the Contract Documents, he shall immediately stop work in the area where differing conditions are found and give notice to the Project Architect/Engineer, Owner, and Office of Facilities and Property Management, of such conditions before they are further disturbed. The Project Architect/Engineer will thereupon promptly investigate the conditions, and if he finds that they materially differ from those indicated in the Contract Documents, he will at once make such changes as he may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Article 12 - Changes in Work, of the General Conditions.

12. CHANGES IN WORK

A. No changes in the work covered by the Contract Documents shall be made without having such change executed in writing by Contract Change Order and approved by the Project Architect/Engineer, Owner, Director of Office of Facilities and Property Management and the Director of Accounts and Reports. Any change in the work performed by the Contractor without signed approval shall be done at the Contractor's expense.

B. In cases of emergency, or as needed to expedite the work in a timely manner, the Project Architect/Engineer may authorize, in writing, changes in, or additions to, Work to be performed or material to be furnished pursuant to the provisions of the Contract. These field orders shall be incorporated into formal Contract Change Orders at a later date.

C. Changes in the work covered by Contract Change Order include, but are not limited to: extension or reduction in project completion time, charges or credits resulting from changes in construction. A Change Order is the sole remedy for the contractor. No request may reserve the right to additional compensation or remedies related to work in the request regardless of any language to the contrary. Charges or credits to the contract sum for work covered by the approved change order shall be determined by one or more, or a combination of the following methods:

1. By an acceptable unit price or lump sum proposal from the Contractor and the Subcontractors of any tier. Proposal shall include all take-off sheets of each Contractor and Subcontractor of any tier. Breakdowns shall include a listing of each item of material with unit prices and number of hours of labor for each task. Labor cost per hour shall identify the base labor rate and applicable fringe benefits plus associated expenses for social security, worker’s compensation, and federal and state unemployment.

2. By a cost-plus-fixed-fee (percentage) basis with maximum price, total cost not to exceed maximum specified.

3. By unit prices contained in the Contractor's original proposal and incorporated in the Construction Contract. Unit prices contained in the Contractor's original proposal are understood to include the Contractor's overhead and profit. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order that application of such unit prices to quantities of the Work proposed will cause substantial inequity to the Owner or to the Contractor, the applicable unit prices shall be equitably adjusted.

D. Overhead and profit on Change Orders shall be applied as follows:

1. The overhead and profit charged by the Contractor shall be considered to include, but not limited to, performance bond, builder's risk and public liability insurance, job site office expense, incidental job supervision, field supervision, company benefits, general office overhead, and cost associated with the preparation of design documents, layout drawings, or shop drawings. The percentages for overhead and profit charged on Change Orders shall be negotiated and may vary according to the nature, extent, and complexity of the Work involved but in no case shall exceed the following:

OVERHEAD AND PROFIT FOR ADD CHANGE ORDERS

	Overhead	Profit	Fee
To Contractor on work performed by other than his own forces:	0%	0%	10%
To First level subcontractor on work performed by his subcontractors:	0%	0%	10%
To Contractor and/or his sub contractors for that portion of work performed with their respective forces:	10%	10%	0%

2. On proposals covering both increases and decreases in the amount of the Contract, the application of overhead and profit shall be on the net change indirect cost for the Contractor or Subcontractor of any tier performing the Work.

3. The percentages for overhead and profit credit to the Owner on Change Orders that are strictly decreases in the Quantity of work or material shall be negotiated and may vary according to the nature, extent, and complexity of the Work involved.

E. No claim for an addition to the Contract sum will be valid unless authorized as aforesaid in writing by the Project Architect/Engineer. In the event that none of the foregoing methods are agreed upon, the Project Architect/Engineer may require the contractor to complete the work by force account. The cost of such Work will be determined by the Contractor's actual labor and material cost to perform the work plus applicable overhead and profit as outlined above recorded on a daily basis. The Owner's Representative and the Project Architect/Engineer will verify daily the Contractor's time and material for the Work.

F. Any work completed by the Contractor outside the original project scope without written approval from the Project Architect/Engineer will be deemed as a waiver by the Contractor for additional compensation for said work.

G. The Owner will either accept or reject a change order within (14) calendar days after receipt of complete change order pricing and documentation from the Contractor as outlined in this Article.

13. SEPARATE CONTRACTS

A. When separate Contracts are awarded for different portions of the Project or other work at the site, the

term Contractor in the Contract Documents in each case shall mean the contractor who executes each separate Contract with the Owner. The term Prime Contractor shall mean that specific contractor established by the Contract to serve as coordinator and director of all work, and all contractors placed under the contractual authority of the prime contractor shall provide work for the project in accordance with the direction of the prime contractor. Failure to abide by this provision shall constitute a breach of Contract.

B. The Owner reserves the right to perform work related to the project with his own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar conditions of the Contract. All contractors shall fully cooperate with each other and carefully fit the work to that provided under other contracts as may be directed by the Owner. It shall be the duty of each Contractor to whom Work may be awarded, as well as all Subcontractors of any tier employed by them, to communicate immediately with each other in order to schedule Work, locate storage facilities, etc., in a manner that will permit all Contractors to work in harmony in order that Work may be completed in the manner and within the time specified in the Contract Documents.

C. No Contractor shall delay another Contractor by neglecting to perform his work in the proper sequence. Each Contractor shall be required to coordinate his work with other Contractors so as to afford others reasonable opportunity for execution of their work. Any costs caused by defective or ill-timed work, including actual damages, if applicable, shall be borne by the Contractor responsible therefore.

D. The Contractor shall not claim from the Owner money damages or extra compensation under this Contract when delayed in initiating or completing his performance hereunder, when the delay is caused by labor disputes, acts of God, or the failure of any other Contractor to complete his performance under any Contract with the Owner, where any such cause is beyond the Owner's reasonable control.

E. Progress schedule of the Contractor for the Work shall be submitted to other Contractors as necessary to permit coordinating their progress schedules.

14. SUBCONTRACTS

A. The Contractor may utilize the services of specialty subcontractors on those parts of the Work, under normal contracting practices, as performed by such subcontractors.

B. Unless otherwise required by these Contract Documents or the Bidding Documents, the Contractor, within ten (10) days after the award of the Contract, shall furnish to the Project Architect/Engineer and the Director of Office of Facilities and Property Management in writing the names of the persons or entities proposed for each of the principal subcontracted portions of the work. The Contractor shall not award any work to any subcontractor found unqualified by the Project Architect/Engineer, Office of Facilities and Property Management, or the Owner.

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

D. Nothing contained in Contract Documents shall create any contractual relation between any subcontractor and the Owner.

E. The Contractor, by written agreement, shall require each subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to the Contractor by the terms of these Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these documents, assumes toward the Owner and the Project Architect/Engineer. Said agreement shall preserve and protect the rights of the Owner under the Contract Documents. Where appropriate, the Contractor shall require each subcontractor to enter into similar agreements with his sub-subcontractors.

15. MUTUAL RESPONSIBILITY OF CONTRACTORS

A. If, through acts of neglect on the part of the Contractor, any other contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to promptly settle with such other contractor

or subcontractor by agreement or otherwise to resolve the dispute. If such other contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and hold harmless the Owner against any such claim.

16. PROJECT ARCHITECT/ENGINEER'S AUTHORITY

A. The Project Architect/Engineer is retained by and is responsible to the Secretary of Administration and the Office of Facilities and Property Management.

B. The Project Architect/Engineer shall determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are provided under this Contract and shall decide all questions which may arise in relation to said Work and the construction thereof. In case any question shall arise between the parties hereto relative to said Contract or Specifications, the determination or decision of the Project Architect/Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this Contract affected in any manner or to any extent by such question.

C. The Project Architect/Engineer shall decide the meaning and intent of any portion of the Contract Documents where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this Contract and other contractors performing work on this Project for the Owner shall be adjusted and determined by the Project Architect/Engineer.

D. The Project Architect/Engineer shall provide responsible Construction Administration. After consultation with the Owner and Office of Facilities and Property Management he has authority to stop the Work whenever such stoppage may be necessary to insure proper execution of the Contract.

E. The Project Architect/Engineer is the interpreter of the conditions of the Contract and the judge of its performance; as such, he shall side neither with the Owner nor with the Contractor, but shall use his powers under the Contract to enforce its faithful performance by both.

F. He shall, within a reasonable time, act on submittals and make decisions on all matters relating to the progress of the Work or the interpretation of the Contract Documents.

G. The Project Architect/Engineer's decisions are subject to review by the Director of the Office of Facilities and Property Management.

1. All claims must be brought to the attention of the Director within ten (10) days of the Project Architect/Engineer’s decision which is being reviewed. The Director or his designee shall meet with the Contractor and Project Architect/Engineer to hear the positions of both parties. The director may designate alternative procedures to receive and review the positions of the parties. If a negotiation committee was assembled to select the Project Architect/Engineer, the director may delegate the decision making power to those individuals. The director, his designee or the negotiating committee shall render a decision within thirty (30) days of the hearing.

17. DUTIES OF THE CONTRACTOR

A. The Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, and superintendence, and coordination of subcontractors necessary to execute, complete, and deliver the work within the specified time. Whenever the Contract Documents indicate work to be performed by the Contractor, it shall mean at the Contractor’s expense.

B. Properly prepare all Work to receive subsequent Work or finish. Notify the Project Architect/Engineer if any Work is unsatisfactory to receive such subsequent Work or finish and receive his instructions before proceeding.

C. The Contractor shall supply sufficient and competent supervision and personnel, and sufficient material, plant, and equipment to prosecute the Work with diligence to insure completion thereof within the time specified in the Contract Documents, and shall pay when due any laborer, Subcontractor of any tier, or supplier.

D. The Contractor, if an individual, shall give the Work an adequate amount of personal supervision, and if a partnership or corporation or joint venture the Work shall be given an adequate amount of personal supervision by a partner or executive officer, as determined by the Owner's Representative.

E. The Project Architect/Engineer, Office of Facilities and Property Management, and the Owner's Representative shall, at all times, have access to the Work; and Contractors shall provide proper facilities for such access.

F. The Contractor and each of his Subcontractors of any tier shall submit to the Owner such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data as the Owner may request concerning work performed or to be performed under the Contract.

G. The Contractor shall be represented at the site by a competent superintendent or foreman from the beginning of the Work until its final acceptance, unless otherwise permitted by the Owner's Representative. The superintendent or foreman for the Contractor for the general building Work shall exercise general supervision over all Subcontractors of any tier engaged on the Work with decision making authority of the Contractor. It is understood that such representative shall be acceptable to the Project Architect/Engineer, Owner, and the Office of Facilities and Property Management, and shall not be replaced without written permission before the project is completed unless he ceases to be on the Contractor's payroll. The superintendent shall be replaced upon request of the Owner.

H. The Contractor shall attend preconstruction conference with all of his appropriate subcontractors.

I. The Contractor shall attend all project meetings with all of his appropriate subcontractors.

J. The superintendent or foreman shall establish and maintain a permanent benchmark to which access may be had during the progress of the Work, shall give all lines and levels, and shall be responsible for the correctness of such. The contractor shall retain the services of a registered land surveyor for the project construction staking and layout if referenced in the Supplemental General Conditions.

K. No pleas as to act, orders or supervision of the Architect, the Owner, or any other person shall be admitted in justification of any errors in construction or departure from terms of the Contract, except for duly executed change orders, additional instructions or additional supplemental contracts, in writing, signed by the Owner.

L. The Contractor shall be responsible for layout of his own work and for any damage which may occur to work of any other Contractor or subcontractors of any tier, because of errors or inaccuracies on the part of this Contractor and his Subcontractor of any tier as well as be responsible for unloading, uncrating, and handling of all materials and equipment to be erected or placed by him, whether furnished by the Contractor or others. The Contractor is further responsible that the layout of work by Subcontractors of any tier which shall be coordinated with layouts of all general construction Work and all other subcontract work. Unless otherwise directed by the Owner's Representative, salvage materials, waste, and scrap resulting from such work shall be promptly removed from the site by the Contractor, at his expense.

M. The Contractor shall limit operations and storage of materials to the area within the project limit lines shown on drawings, except as necessary to connect to existing utilities, shall not encroach on neighboring property, and shall exercise caution to prevent damage to existing structures.

N. The contractor shall follow procedures outlined below for all utility outages/tie-ins:

1. All shutting of valves, switches, etc shall be in conjunction with or by the Owner's personnel.

2. The Contractor shall request an outage/tie-in meeting at least two weeks before the outage/tie-in is required.

3. The Owner's Representative will schedule an outage/tie-in meeting at least one week prior to the outage/tie-in.

4. The following individuals shall attend this meeting:

(a) Owner's Representative

(b) Contractor's Superintendent

(c) Subcontractor's of any tier performing the Work

5. The Contractor shall be prepared to discuss the following at this meeting:

(a) Date and time of proposed outage/tie-in.

(b) Detailed work plan to be followed during the outage and the total time required to complete all work.

(c) Work force to be employed during the outage.

(d) Owner and/or utility responsibilities during the outage.

(e) Contingency plan in case of complications (i.e., the availability of additional personnel and materials) during the outage.

6. The Contractor shall be aware that the outage/tie-in time and date is subject to approval by the Owner's Representative.

O. The Contractor shall coordinate all Work so there shall be no prolonged interruption of existing equipment and services. Any existing plumbing, heating, ventilation, air conditioning, or electrical disconnection necessary, which affect portions of this construction or building or any other building, must be scheduled with the Owner's Representative to avoid any disruption of operation within the building under construction or other buildings or utilities. In no case shall utilities be left disconnected at the end of a work day or over a weekend. Any interruption of utilities, either intentionally or accidentally, shall not relieve the Contractor from repairing and restoring the utility to normal service. Repairs and restoration shall be made before the workers responsible for the repair and restoration leave the job.

P. The Contractor shall promptly remedy damage and loss to property referred to in this Article caused in whole or in part by the Contractor, a Subcontractor of any tier, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable, and for which the Contractor is responsible under this Article.

Q. The Contractor shall be responsible for protection, including weather protection, and proper maintenance of all equipment and materials installed, or to be installed by him.

R. The Contractor shall be responsible for care of his finished Work and must protect same from damage or defacement until acceptance by Owner. All damaged or defaced work shall be repaired or replace to the Owner's satisfaction, without cost to the Owner.

S. The Contractor shall comply with all applicable ordinances and regulations. The Contractor shall save the Owner and the Project Architect/Engineer harmless as a result of any failure to do so.

T. Required Code inspections necessary for Occupancy

It is the responsibility of the Contractor to coordinate with the OFPM inspectors to schedule required code inspections. The agency and the project architect/engineer are to be informed of all scheduled required code inspections.

Code inspections (if component is included in the project) are required to be performed by OFPM prior to covering work. These inspections include but are not limited to:

1. Footings and Foundations
2. Underfloor/Underslab
3. MEP Underground (not associated with underfloor/underslab)
4. Framing
5. In-Wall
6. Fire-resistive assemblies and fire-resistant penetrations
7. Above Ceiling

8. Fire Alarm
9. Sprinkler and Standpipe
10. Emergency Lighting
11. Back-up Power Sources
12. Fire Pump
13. Elevator
14. Roof inspections (including tear-off, insulation, membrane placement, flashing)
15. Emergency Power
16. Smoke Control Systems
17. Pressure testing of all piping
18. Locking systems
19. Final Inspections (including exit path and ADAAG verification)

(This information is also outlined on the Occupancy Checklist form located on our website at www.da.ks.gov/fp/.)

The required code inspections shall be coordinated with OFPM inspector via individual cell telephones. Telephone contact is to be a minimum of 3 work days prior to anticipated inspection. Inspection confirmation may occur via e-mail after telephone coordination. Failure to coordinate a scheduled inspection with a minimum of 3 work days may result in no inspection and subsequent denial of a Certificate of Occupancy.

An **Inspection Record** will be issued by OFPM inspectors for each required inspection. The Inspection Record will indicate when the inspection is approved. If a deficiency is noted, it will be the responsibility of the contractor to coordinate solution of the deficiency with the Project Architect/Engineer and to correct all noted deficiencies as directed by the Project Architect/Engineer. Issuance of the Certificate of (Partial) Occupancy is dependent on resolution of all deficiencies.

(Please note: The inspector, noted in Item 1 above, is to be notified of each required inspection. The inspector, at his discretion, may defer this inspection. The inspector will inform the contractor and agency representative regarding who will be performing the inspection.)

U. When requested by the Project Architect/Engineer, Construction Representative, and the Owner's Representative, the Contractor, at no extra charge, shall provide a safe means for examination of work in progress or completed.

V. No project signs shall be erected without the approval of the Owner's Representative.

W. The Contractor shall verify all measurements. No extra charges or compensation will be allowed as a result of the failure to verify dimensions before ordering materials or fabricating items.

X. The Contractor shall provide, at the proper time, such material as required for support of the Work. If openings or chases are required, whether shown on drawings or not, the Contractor shall see they are properly constructed. If required openings or chases are omitted by the Contractor, the Contractor shall provide them at the Contractors own expense, but only as directed by the Project Architect/Engineer.

Y. The Contractor shall maintain at his own cost and expense, adequate, safe and sufficient walkways, platforms, scaffolds, ladders, hoists, and all necessary, proper, and adequate equipment, apparatus, and appliances useful in carrying on the Work and to make the place of work safe and free from avoidable danger, and as may be required by safety provisions of applicable laws, ordinances, rules, regulations, and building and construction codes.

Z. The Contractor shall be responsible for removal of all rubbish, debris, and dirt resulting from the Work and shall clean up as requested by the Project Architect/Engineer, Construction Representative, and the Owner's Representative. The Contractor shall be responsible for the cost of clean up and removal from premises. All debris resulting from said removal shall be disposed of off State owned property at an authorized dump site. The building and premises shall be kept clean, safe, in a workmanlike manner, and in compliance with OSHA standards at all times. At completion of Work, all dirt, stains, and smudges shall be removed from every part of the building, all glass in doors and windows shall be washed, and entire Work shall be left broom clean in a finished state ready for occupancy. The Contractor shall advise his Subcontractors of any tier of this provision, and the Contractor shall be fully

responsible for leaving the premises in a finished state ready for use to the satisfaction of the Owner's Representative. In detention facility projects, the contractor shall return all security related shop drawings to the Owner.

AA. The Contractor shall accurately record on blue line prints all changes to the original plans made during the installation of the work. The Contractor shall also record all changes to the original specifications made during the installation of the work. The Contractor shall maintain an updated set of Record Documents (both drawings and specifications) at the job site throughout construction (if there is an on-site office). This set of Record Documents shall include all addenda, change orders, field revisions, changes, and alterations that occur during construction and shall be furnished, in good condition, to the Project Architect/Engineer prior to completion of the project.

BB. The Contractor shall establish and be responsible for wall and partition locations. Other Contractors and Subcontractors of any tier shall observe these locations and be responsible for setting their sleeves, openings, or chases.

CC. The Contractor for construction work shall pump, bail, or otherwise keep general excavations free of water. Subcontractors of any tier shall keep their individual excavations free of water in an approved manner. The Contractor shall keep all areas free of water before, during, and after concrete placement.

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

EE. The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching, or otherwise altering such construction or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and such separate contractor, such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or separate contractor the Contractor's consent to cutting or otherwise altering the Work.

FF. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the Contract Documents, and shall complete the entire Work to the extent of quality and workmanship implied by the Contract Documents and in a manner which will warrant acceptance by the Project Architect/Engineer, the Owner, and the Office of Facilities and Property Management.

GG. Contractors and Subcontractors employed upon Work shall be required to conform to labor and employment laws of the State of Kansas and various acts amendatory and supplementary thereto and to other laws, ordinances and legal requirements applicable thereto.

HH. The Contractor shall be responsible for the conduct of Contractor's employees and the employees of subcontractors and suppliers on the work site. The Contractor shall take immediate steps to remedy any activity which may be construed as discriminatory or which creates a hostile work environment. Activities covered by this provision include, but shall not be limited to, signs or language that are vulgar, profane or racially or sexually derogatory.

II. The contractor shall inspect the building and complete deficiencies before the Project Architect/Engineer's final inspection in order to avoid long and multiple punch lists. The building shall be cleaned before the final inspection to allow all defects to be noticed at the final inspection and reduce late additions to the punch list.

18. PROTECTION OF WORK AND PROPERTY

A. In the event of temporary suspension of work, or during inclement weather, or whenever the Project Architect/Engineer shall direct, the Contractor shall, and shall cause his subcontractors to carefully protect his and their work and materials against damage from the weather. If, in the opinion of the Project Architect/Engineer, any work or materials that have been damaged by reason of failure on the part of the Contractor or any of his subcontractors to protect the work, such materials shall be removed and replaced at the expense of the Contractor.

B. The Contractor shall at all times safely guard the Owner's property from damage or loss in connection with his Contract. He shall at all times safely guard and protect his own work, and that of adjacent property, from damage. The Contractor shall replace or make good any such damage or loss unless such be caused directly by errors contained in the Contract Documents, or by the Owner, or his duly authorized representative.

C. In case of an emergency which threatens loss or damage of property, or safety of life, the Contractor will be allowed to act, without previous instructions from the Project Architect/Engineer, in a diligent manner. He shall notify the Project Architect/Engineer promptly thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Project Architect/Engineer for approval as provided for in Article 12 - Changes in Work, herein.

D. The Contractor shall be responsible for and shall pay for all damage to building, walks, pavement, steps, plantings, lawns and any other property which is caused by construction activity. Any such damage shall be corrected by repair or replacement as directed by the Project Architect/Engineer and in a manner acceptable to the Owner.

E. Transport, handle, store and erect materials in a manner to keep them free from damage.

F. Support no runways, ramps or construction equipment on or transport over any items or assemblies subject to displacement, disfigurement or other damage.

G. Protect Work in place which requires job-finishing until said finishing has been completed.

H. Protect previously placed Work with suitable coverings or other protections during installation of subsequent Work. Remove any foreign materials from surfaces, and then clean same immediately with materials that will not damage finished Work (brick, aluminum, etc.) to the satisfaction of the Project Architect/Engineer.

19. RECEIVING AND STORING MATERIALS AND EQUIPMENT

A. Upon receipt of materials and equipment at the job site or another authorized point of delivery, Contractor shall have an authorized person present to check all items for in-transit damage and to make arrangements to replace any damaged materials or equipment in ample time to prevent delay to its scheduled installation.

B. At the point of receipt of materials and equipment, the Contractor shall have sufficient experienced personnel present to unload all items and prepare and locate them for proper storage prior to their installation.

C. Wherever possible, deliver materials and equipment in manufacturers' original crates, boxes or packages, keeping identifying labels intact until installation and final acceptance and cleaning. Where items are to be job-assembled, label, tag, mark or otherwise properly identify each component part until incorporated in the Work.

D. Provide waterproof, well-ventilated enclosures for storage of materials and equipment subject to damage by dampness, frost, freezing, etc. Location for said enclosures shall be where approved by the Owner.

E. Storage of materials and equipment outside on pallets with any type of covering material over them will not be allowed, unless permission to do so has been documented in writing by the Architect or Engineer.

F. Remove from the premises and replace with new, any materials and equipment determined, in writing, by the Project Architect/Engineer to be in any condition not acceptable for use on the Project.

20. SAFETY

A. The Contractor shall designate a responsible member of the Contractor’s organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor’s superintendent unless otherwise designated by the Contractor in writing to the Owner’s Representative and Architect.

B. Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws and building and construction codes shall be observed. Machinery, equipment and hazardous conditions shall be guarded, including warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America; and Occupational Safety and Health Standards, published by Occupational Safety and Health Administration, U.S. Department of Labor; or their successor publications., latest and best edition, amendments or addenda.

C. All contractors/suppliers hereby agree to comply with all applicable occupational safety, health and environmental laws, regulations, standards, codes and/or ordinances at all times from inception through completion of this Contract. This includes, but is not limited to, the Hazard Communication Standard under the Occupational Safety and Health Act (for information and free assistance, contact the Kansas Department of Labor, Division of Industrial Safety and Health, 512 S.W. 6th Street, Topeka, Kansas 66603-3150, telephone 913-296-4386); and the Emergency Planning and Community Right-to-Know Act (for information and free assistance, contact the Kansas Department of Health and Environment Right-to-Know Program, 109 S.W. 9th Street, Suite 501, Topeka, Kansas 66612-1290, telephone (785-296-1690).

D. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of authorities having jurisdiction bearing on safety of persons or property or their protection from damage, injury, or loss.

E. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

F. The Contractor shall be responsible for the safety of all persons while on the construction site. The Contractor shall maintain construction area safety which may include providing and maintaining warning signs, lights, signal devices, barricades, guard rails, fences, and other devices appropriately located on site which shall give proper and understandable warning to all persons of danger, entry onto land, structure, or equipment as required by code and all other regulatory requirements.

G. If the Contractor encounters on the site, material believed to be hazardous which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Architect and the Owner's Representative in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Architect and Contractor if in fact the material is hazardous and has not been rendered harmless. Hazardous materials are those as defined by Kansas Department of Health and Environment's response list.

H. The Contractor shall promptly take precautions which are necessary and adequate against conditions created during the progress of the Contractor's activities hereunder which involve a risk of bodily harm to persons or a risk of damage to property. The Contractor shall continuously inspect Work, materials, and equipment to discover any such hazardous conditions and shall be solely responsible for correction of any such conditions.

I. It shall be the sole responsibility of the Contractor to enforce or direct safety rules or procedures. It shall not be the responsibility of the Owner or Project Architect/Engineer to enforce or direct safety rules or procedure.

J. Contractor shall hold harmless and indemnify the Owner and Project Architect/Engineer from damages and expenses from any and all claims related to this Article for bodily injury or property damage or expenses incurred by any person or firm.

K. The Contractor shall properly execute the work before proceeding to the next step in sequence so as not to endanger the safety of all persons while on the construction site.

21. CORRECTION OF THE WORK

A. The Contractor shall promptly correct Work rejected by the Project Architect/Engineer for failing to conform to the requirements of the Contract Documents, whether observed before or after final

completion. The Contractor shall bear costs of correcting such rejected Work, including additional testing and inspections and compensation for the Project Architect/Engineer's services and expenses made necessary thereby.

B. The Contractor shall remove from the site, at his expense portions of the Work which are not in accordance with the requirements of the Contract Documents and not accepted by the Project Architect/Engineer.

C. If the Contractor defaults or neglects to carry out the work in accordance with the Contract Documents or fails to perform any provision of the Contract, the Owner may, after ten (10) days written notice from the Project Architect/Engineer to the Contractor and without prejudice to any other remedy he may have, make good such deficiencies. In such case, an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including the cost of the Project Architect/Engineer's additional services made necessary by such default, neglect or failure. Such Change Order **shall not** require the approval of the Contractor.

D. The Contractor and his surety shall be and remain liable to the Owner for any excess cost or damages occasioned to the Owner as the result of the actions set forth in this Article.

E. If the Project Architect/Engineer accepts Work which is not in accordance with the Contract Documents, he may do so instead of requiring its removal and correction, in which case the Contract Sum will be adjusted as appropriate and equitable. Such adjustment shall be made whether or not final payment has been made.

22. CONSTRUCTION SCHEDULE AND REPORTS

A. At the Pre-construction conference, the Contractor shall present to the Project Architect/Engineer a construction schedule and a Schedule of Values. The Contractor (or designated prime contractor) shall coordinate each contractor's or subcontractor's schedule and establish a mutually acceptable schedule for the entire progress of the Work and shall deliver the schedule to the Project Architect/Engineer in a form satisfactory to the Office of Facilities and Property Management and the Owner. Schedule shall be coordinated with and approved by the Project Architect/Engineer, the Owner, and Office of Facilities and Property Management.

B. Include in the construction schedule the number of allowed adverse weather days as noted in Document E, Article 50 of this manual.

C. The construction progress schedule shall include as a minimum the following detail:

1. The proposed schedule for tasks identified in the Schedule of Values in bar chart form.

2. Important milestones which may impact the construction progress schedule shall be identified by a critical path schedule using either bar chart or the Critical Path Method. Projects with construction costs below $250,000 shall require a bar chart schedule. Projects with construction costs above $250,000 shall require both a bar chart schedule and a Critical Path Method schedule.

3. Anticipated monthly payments for the duration of the project by the Owner based on the rate of progress proposed by the Contractor upon request.

4. Submission dates of all details and shop drawings.

5. Procurement and delivery dates for all equipment and material.

6. Weekly breakdown of work and activities for each major component of work. Define special items as directed by the Project Architect/Engineer.

7. Intended time for starting and completing each activity including indication of float time.

D. There will be no payment of any periodic estimate until the Contractor's list of Material Suppliers, Construction Progress Schedule, and Schedule of Values have been approved by the Project Architect/Engineer.

E. The construction progress schedule shall be maintained current at all times by the Contractor (or the designated prime contractor). Revisions shall be made in the same detail as the original and shall be accompanied by written explanation of the reasons for the revision and shall be subject to the approval of the Project Architect/Engineer. Copies of the revised construction progress schedule shall be delivered to the Project Architect/Engineer, Owner, and the Office of Facilities and Property Management monthly during the course of the Work.

F. The Contractor (or designated prime contractor) shall submit monthly to the Project Architect/Engineer progress reports showing actual percentage of each activity completed, estimated future progress and anticipated completion time of such activity.

G. Should the Contractor fail to meet completion dates required by the progress schedule, the Owner's representative may issue a written notice to the Contractor requiring the Contractor to submit a written plan for expediting the Work to comply with the progress schedule. The plan shall be submitted to the owner's representative within ten (10) days after the Contractor's receipt of such notice. The Contractor's plan shall specify the dates and means by which the Contractor will bring the work back on schedule. Means may include, but are not limited to, hiring additional workers, working additional hours, utilizing additional equipment, or expediting delivery of materials. If the Contractor fails to submit a written plan or fails to comply with dates specified in the plan for bringing the Work back on schedule, the owner's representative may, by written notice, require that additional workers, plant and equipment be placed on the Work or require that hours, in addition to regular hours, be worked until progress is as scheduled, with no additional cost to the Owner. The Contractor shall immediately implement requirements of the notice.

23. TIME FOR COMPLETION

A. Time limits stated in the Contract Documents are of the essence of the Contract. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the Work, described in the Contract is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industry conditions prevailing in this locality. Unless otherwise provided in the Contract, the time for completion is measured by calendar days, not work days.

B. If the Contractor’s schedule provides for an earlier completion date than the established contract completion date, and the agency desires to change the contract completion date to the earlier date, this may be done through a change order to the contract. This change order does not require the approval of the Contractor.

C. Except in cases of emergency or by agreement or instruction of the Project Architect/Engineer in writing, the Contractor shall not knowingly, prematurely commence operations on the site or elsewhere prior to the effective date of insurance as required to be furnished by the Contractor, and by the effective date of the Notice to Proceed.

D. The Contractor shall proceed expeditiously with adequate forces and shall achieve Final Completion within the time specified on Contract Documents. A delay in the delivery to the site of any materials or equipment will not be considered as a valid reason for a time extension to the Contract.

E. At the end of the time for completion, all equipment and systems shall be fully operational and functioning as required by the specifications. Testing shall be completed and all defects discovered as a result of this testing shall be corrected before the completion date.

F. It is further agreed that time is of the essence of each and every portion of this Contract wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract. These are not compensable delays. Time extensions, only if they impact the progress of the Work in a negative manner, may be granted if the delay is due:

1. To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not limited to, acts of God, or of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes or embargoes. For weather delays, see (G) below.

2. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsection 1) of this article.

3. The Contractor shall, within ten (10) days from the beginning of such delay, notify the Project Architect/Engineer, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of his decision in the matter.

G. Claims for delay due to "unusually severe weather" affecting the completion time shall only be considered when meeting the following criteria:

1. Definitions:

(a) "Adverse weather" – weather conditions during a definite time and place that are unfavorable to construction activities.

(b) "Unusually severe weather" – weather that is more severe than the "adverse weather" anticipated for the season at the location of the construction project.

2. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather to be anticipated for the project location during any given month.

3. The delay must be related to the unusually severe weather and not due to the Contractor's fault, negligence, or his failure to maintain the approved construction schedule.

4. The unusually severe weather must cause actual delay to the completion time of the project. A claim for unusually severe weather delay must document actual delay to a scheduled critical path construction activity for at least 50% or more of the Contractor's scheduled workday. On projects without critical path scheduling, the Owner may withhold final determination of the delay claim until the Contractor submits an updated construction schedule for approval.

5. Anticipated "adverse weather" days. The Contract includes and anticipates that adverse weather conditions, including rain, snow, wind and extreme temperatures, will occur during the period of the Contract and will delay the Work. The schedule of monthly anticipated "adverse weather" delay days shall be incorporated in the "Time of Completion" for the project.

6. To meet the criteria for an unusually adverse weather delay day, one of more or the following requirements must be met within the work day and cause and delay a scheduled critical path construction activity, as noted in G4 above.

(a) Rainfall equal to or greater than 0.10 inches.

(b) Average temperatures less than 20 degrees Fahrenheit.

(c) Snowfall in excess of 1.0 inches.

(d) Sustained wind speed in excess of 25 mph.

7. Evaluation of a claim for delay caused by unusually severe weather shall be as follows:

(a) Claims for delay shall be submitted no later than ten (10) days after the end of the month to be evaluated.

(b) The Contractor shall submit documentation indicating cause, affect and delay including the weather criteria on each adverse weather delay day that occurred during the month to be evaluated. Any day that is submitted that does not meet the criteria shall be deemed not to qualify as an adverse weather delay day.

(c) Documentation of adverse weather criteria shall be submitted in their original form from a recognized weather recording station, newspaper, computer information service, or other Owner approved source. In the event there is no weather recording source at or near the project location, the contractor shall record the daily weather information in a format

meeting the criteria in G6 above. The weather documentation source will be determined at the pre-construction meeting.

(d) In order to calculate the delay from the supplied tables, deduct the number of anticipated adverse weather delay days listed for the month being evaluated.

(e) If the monthly total of qualifying adverse weather delay days exceeds the number of anticipated adverse weather delay days, the net difference in qualifying delay days will constitute unusually severe weather. The number of qualifying delay days will be added to the Contract as an adjustment to the "Time of Completion". There shall be no change in the Contract amount for this type of claim.

H. Acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, that will cause delay to this Contractor, shall be brought to the attention of the Project Architect/Engineer in writing within ten (10) calendar days. Failure to notify the Project Architect/Engineer immediately will cause the Contractor to waive his right to extra days or damages therefrom.

I. Permitting the Work or any part of it to continue after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of the Owner of any of his rights under the Contract.

J. Liquidated damages are prescribed in Document E, Article 49 - Liquidated Damages, and are hereby agreed to by all parties.

K. The Contractor, and any of its subcontractors, suppliers, material men or any other such party, shall have no claim for monetary compensation, monetary claims, or damages, of whatever kind or nature, for delay, hindrance, or inefficiency. The Contractor's only claim and the Contractor's only remedy for such delay, hindrance or inefficiency shall be for an extension of time as provided in Article 23 unless the claim is the result of (a) a negligent act, error or omission of the Project Architect/Engineer; (b) an unforeseeable site condition materially differing from that shown in the construction documents; or, (c) a negligent act or omission or breach of contract by the Owner. In these cases the Contractor shall receive compensation as provided in Article 12 - Changes in the Work.

L. At such time as the Contractor believes the project to be substantially complete, the Contractor shall notify the Project Architect/Engineer and request an inspection. The Project Architect/Engineer shall conduct an inspection and prepare a list of all items that have not been completed (if the Project Architect/Engineer determines that the construction is not complete and ready for the inspection, he shall so inform the Contractor). The Contractor shall complete all the items listed by the Project Architect/Engineer before the adjusted completion date in the contract (contract completion date with change orders adjustments). Upon completion of all such items, the Contractor shall request a final inspection which shall be conducted by the Project Architect/Engineer.

M. If the Project Architect/Engineer determines that any of the items listed have not been completed by the adjusted completion date of the contract, the Contractor shall be responsible for the cost of the additional Project Architect/Engineer's services beyond the adjusted completion date of the contract. The Contractor shall not be responsible for the cost of any additional inspections if the failure to complete listed items is caused by the Project Architect/Engineer or Owner. Such costs shall be covered by a change order and shall be paid to the Project Architect/Engineer. Such change order shall not require the approval of the Contractor.

24. RIGHT OF OWNER TO SUSPEND CONTRACT

A. The Owner may, without cause, order the Contractor in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as the Owner may determine.

B. An adjustment will be made for increases in the cost of performance of the Contract caused by suspension, delay or interruption. No adjustment will be made to the extent:

1. that performance is, was, or would have been so suspended, delayed or interrupted by another cause for which the Contractor in whole or in part is responsible, or

2. that an equitable adjustment is made or denied under another provision of this Contract.

C. Should the Owner be prevented or enjoined from proceeding with the work either before or after the start of construction by reason of any litigation, act of God, or other reason beyond the control of the Owner, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay; such determination to be set forth in writing. The Contractor will not be required to hold his bid price for longer than three months. The Owner may either negotiate a Change Order with the Contractor for any additional costs, or terminate the Contract following the three-month period. Should the Contract be terminated, the Contractor will be compensated for all work performed to date on the Contract.

25. RIGHT OF OWNER TO TERMINATE CONTRACT - CAUSE AND CONVENIENCE

A. In the event that any of the provisions of this Contract are violated by the Contractor, or by any of his subcontractors, the Director of the Office of Facilities and Property Management, on behalf of the Secretary of Administration, may serve written notice upon the Contractor and the surety of their intention to terminate the Contract for cause. Such notice shall contain the reasons for such intention, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement or correction be made the Contract shall upon expiration of said ten (10) days, cease and terminate.

B. In the event of any such termination for cause the Director of the Office of Facilities and Property Management shall immediately serve notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the Contract, provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such surety of notice of termination, the Owner may take over the Work and prosecute the same to completion by Contract at the expense of the Contractor, and the Contractor and his surety shall be liable to the Owner for any excess cost above the original Contract amount occasioned the Owner thereby. In such event, the Owner may take possession of and utilize in completing the Work, such materials, appliances and plant as may be on the site of the Work and necessary therefore.

C. The Director of the Office of Facilities and Property Management, on behalf of the Secretary of Administration may, at any time, terminate the contract for convenience and without cause. Upon service of written notice the contractor shall:

1. cease operations as directed by the Director in the notice,

2. take actions necessary or as directed in the notice for the protection and preservation of the Work, and

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

D. All materials previously paid for by the Owner shall be delivered to or remain on the construction site.

E. In case of termination for convenience the contractor shall be entitled to payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed, not to exceed 10% for each.

26. BONDS

A. A Performance Bond shall be furnished to the Owner by the Contractor in an amount equal to one hundred percent (100%) of the Contract price as security for the faithful performance of this Contract and as security for the payment of all persons performing labor and furnishing materials in connection with this Contract. Bonds are to cover all claims discovered during construction or prior to the end of the warranty period.

B. A Public Works Bond as required by K.S.A. 60-1111 shall be furnished to the Owner by the Contractor in the amount of one hundred percent (100%) of the contract price and shall be filed with the Clerk of the District Court in the county where the Project is being constructed. A Public Works Bond is **not** required for projects with a contract price below $100,000.

C. Bonds shall be issued by a surety company authorized by Kansas law and returned within 15 calendar days.

27. SUBSTITUTE BONDS

A. If at any time the Owner for justifiable cause, shall become dissatisfied with the surety bound by the Performance and Public Works Bond, the Contractor shall within fifteen (15) days after notice from the Owner so do to, substitute an acceptable bond in such form and sum and signed by such other surety as may be satisfactory to the Owner.

B. No further payments shall be deemed due nor shall be made until the new surety shall have furnished such an acceptable bond to the Owner.

C. The credit due on premiums for unused portion of canceled bond shall be applied to premiums on the substitute bond and the difference for remaining premium cost will be paid by the Owner.

28. SALES TAXES

A. If the project is exempt, the Owner will secure a project exemption certificate for the project in accordance with the rules of Kansas Department of Revenue. The Contractor shall refer to the Form of Bid and Supplemental General Conditions to determine the tax exemption status of the project.

B. If the project is tax exempt, the Owner shall obtain a project exemption certificate, and furnish a copy of the same to the Contractor. The Contractor shall furnish a copy of the project exemption certificate to all suppliers from whom purchases are made, and to all subcontractors. Suppliers who supply materials for the project shall execute invoices covering the same bearing the project number from such certificate. Upon completion of the Project, each Contractor, and each Subcontractor who used the project exemption certificate to claim exemption, shall furnish to the Owner a sworn statement, on a form provided by the Director of Taxation, that all its purchases made exempt under the project exemption certificate were entitled to exemption. All invoices shall be held by the Contractor and Subcontractors for a period of five (5) years and shall be subject to audit.

C. If a project is not exempt, the Contractor and each Subcontractor shall pay all sales tax required by law on labor and materials purchased to perform the contract. The Contractor shall include in his bid all such sales tax that is required to be paid on the material and labor needed to perform the contract. The type of project, the status of its owner, and the existence of a project exemption certificate will determine whether the contractor and subcontractor are required to pay sales tax on labor or material or are exempted for paying tax on labor or material or on both.

29. QUANTITIES OF ESTIMATES

A. Wherever the estimated quantities of work to be done and materials to be furnished under this Contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved to increase or diminish them as they may be deemed reasonably necessary or desirable to complete the Work contemplated by this Contract, and such increase or diminution shall in no way vitiate this Contract, nor shall any such increase or diminution give cause for claims or liability for damages.

30. PAYMENTS TO CONTRACTOR

A. The Owner will make partial payments to the Contractor for the value, proportionate to the amount of the Contract, of all labor and material incorporated in the work during the preceding calendar month upon receipt of certification from the Project Architect/Engineer and approval of the Owner and the Office of Facilities and Property Management. No payment will be made to the Contractor until Procurement and Contracts has received all documentation required to be submitted by the Contractor.

B. The Contractor shall submit to the Project Architect/Engineer a request for certification for each payment, on current AIA documents G702 and G703. Contractors shall be responsible for securing their own AIA forms. Each item identified on the Schedule of Values shall be broken down into material and labor as separate items on the G703. This request for certification shall be submitted in the number of copies directed, and shall include the Contractor's detailed estimate of all items and

activities of work to be performed, in the space provided on the form. If requested, the statement shall be supported by such evidence as may be required, showing the Contractor's right to the payment claimed.

1. Project architect/engineer will review, approve and forward undisputed requests to the Owner within seven (7) days of receipt.

C. Periodic estimates of Work completed shall be correlated with the schedule of values and furnished to the Project Architect/Engineer with requests for partial payment.

D. Request for payment for preparatory work and materials delivered and suitably stored at the site to be incorporated into the work at some future period, will be given due consideration. The Project Architect/Engineer may, under certain circumstances, approve payment up to ninety percent (90%) of the value of manufactured products delivered to a suitable warehouse at or near the locale of the project. Stored products shall be insured to one hundred percent (100%) of their value. Proof of said insurance shall be given to the Project Architect/Engineer. A bill of sale and their costs, including an itemized inventory of all stored products, shall be obtained and provided the Project Architect/Engineer. Approval of the surety company of the Contractor shall also be obtained and provided to the Project Architect/Engineer before these items are stored. Insurance for stored materials shall include transportation from the warehouse to the job site.

E. Payments by the Owner will be due within thirty (30) days after receipt of certified request for payment from the Project Architect/Engineer.

F. Ten percent (10%) of the Work Completed to Date will be retained on each payment request until final completion and acceptance of all Work covered by the Contract.

1. Upon 50% completion, the Office of Facilities and Property Management, Owner and Project Architect/Engineer **may** reduce retainage to a minimum of 5% of the total project cost upon the following conditions:

(a) Reduction of retainage is not automatic. Any reduction must be requested. Approval may be withheld for a variety of reasons, to include progress not on schedule, concerns about quality of work, etc. Applications for payment that assume a reduction before it is approved will be returned for correction, thus delaying payment.

(b) Retainage of 10% is mandatory if the critical path progress of the work is not on schedule, including previously agreed upon change order days. If retainage had been reduced on previous applications for payment, and work falls behind the critical path schedule, retainage will revert back to the full 10% of the total invoiced cost to date on all applications until the work is back on schedule.

2. Retainage will be released on any undisputed payment within thirty (30) days after Substantial Completion of the project. When a subcontractor continues to work on the project after Substantial Completion, the Owner may withhold that portion of the retainage attributed to the subcontractor until thirty (30) days after the work is completed.

G. All material and work covered by partial payments shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and adequate protection from weather, damage, vandalism, theft, and fire of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the Contract.

H. If overpayment occurs, the Owner has the right to stop payment applications until the actual Work completed is equal to the payment applications and certified by the Project Architect/Engineer to be in compliance with the contract documents.

I. Final payment will be made within thirty (30) days after final completion of the work.

J. Prior to the issuance of final payment, the Contractor shall submit a certification that all debts and claims against this project have either been paid in full or otherwise satisfied in the form of an Affidavit of Contractor.

K. No recourse shall be had against any individual employee or agents of the State of Kansas, or officer thereof, for any payment under the contract or any claim based thereon.

31. PAYMENTS BY CONTRACTOR

A. The Contractor shall pay within seven (7) days of receipt of payment from the Owner, each subcontractor out of the amount paid to the Contractor on account of each subcontractor's work, the amount to which said subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of each subcontractor's work. The Contractor shall, by an appropriate agreement with each subcontractor, require each subcontractor to make payments to his sub-subcontractors in similar manner.

32. SUBCONTRACTOR PAYMENT INDEMNIFICATION

A. The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material suppliers, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, incurred in the furtherance of the performance of this Contract.

33. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

A. The making of final payment shall constitute a waiver of all claims by the Owner except those arising from:

1. unsettled liens

2. faulty or defective work appearing after Final Project Completion

3. failure of the Work to comply with the requirements of the Contract Documents, or

4. terms of any special guarantees or warranties required by the Contract Documents.

B. The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unsettled.

34. USE AND OCCUPANCY PRIOR TO ACCEPTANCE

A. If the construction schedule is current, the Contractor agrees to the Owner's use and occupancy of a portion or unit of the Project before the date of final completion, provided:

1. The Owner assumes all costs for maintenance of heat, electricity and water, and provides custodial care and maintenance of the occupied portions.

2. The Owner accepts all work as fully complete within that portion or unit of the Project to be occupied, at time of occupancy.

B. If the Construction schedule is not current, the Contractor agrees to the Owner's use and occupancy of all or a portion of the project:

1. Contractor is responsible for completing scheduled Work as noted on inspection report listing any incomplete work and Work as defined in the Contract Documents.

2. Contractor is responsible for cleaning up dust and debris caused by work completed in the occupied areas.

3. Contractor is responsible for a final clean-up in all areas where occupancy has occurred prior to final completion.

35. GENERAL GUARANTEE

A. The Contractor shall remedy and make good all defective workmanship and materials and pay for any damage to other work or property resulting therefrom, which appear within a period of one year from the date of final project completion, providing such defects are not clearly due to abuse or misuse by

Owner. The Owner will give notice of observed defects with reasonable promptness. The one (1) year period will not apply to defective workmanship and materials not discovered within the one year period.

B. Neither the final certificate for payment nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any expressed warranties or responsibility for faulty materials or workmanship.

C. The guarantee on all work covered under this contract shall begin on the date of Final Project Completion or substantial completion if applicable. If the building is partially occupied, the date of partial occupancy shall establish the beginning date for the guarantee period for that section of the building and for all equipment in place, operable and used for this area. Any additional work in this area shall be considered warranty work by the Contractor.

D. Where guarantees or warranties are required in sections of specifications for periods in excess of one year, such longer terms shall apply.

E. Within nine months after official acceptance of a Project, the Owner, the Contractor, the Project Architect/Engineer and the Office of Facilities and Property Management shall conduct a full inspection of the completed project and the Contractor shall promptly correct all items noted.

F. If, within one year after the date of Final Completion of the Work or designated portion thereof, or after the date for commencement of warranties, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found not to be in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Project Architect/Engineer to do so unless the Project Architect/Engineer has previously given the Contractor a written acceptance of such condition.

G. Nothing contained in this Article shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of time period of one year as described in this Article relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time with which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the his obligations other than specifically to correct the Work.

36. ARBITRATION, DAMAGES AND WARRANTIES

A. Notwithstanding any language to the contrary, no interpretation of this Contract shall be allowed to find the State or any agency thereof has agreed to binding arbitration, the payment of damages or penalties upon the occurrence of a contingency, or to permit disclaimer of any or all warranties.

37. PATENTS AND ROYALTIES

A. The Contractor shall pay all royalty and license fees. The Contractor shall defend suits or claims for infringement of patent or copyright rights and shall hold the Owner, its officers, agents and employees and the Project Architect/Engineer harmless from all loss and expense on account thereof.

B. If the Contractor uses any item covered by a patent or trademark, he shall reach an agreement with the holder of the patent or copyright.

38. INDEMNIFICATION

A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Project Architect/Engineer and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense 1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and 2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether

or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

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

C. The obligations of the Contractor shall not extend to the liability of the Project Architect/Engineer, his agents or employees, arising out of 1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or 2) the giving of or the failure to give directions or instructions by the Project Architect/Engineer his agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

39. ASSIGNMENTS

A. The Contractor shall not assign the whole or any part of this Contract or any moneys due or to become due hereunder without written consent of the Owner; Office of Facilities and Property Management; Director of Procurement and Contracts and the Director of Accounts and Reports. In case the Contractor assigns all or any part of any moneys due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Contract.

B. Such assignment shall not be made without the consent of the surety unless the surety has waived its right to notice of assignment.

40. REQUIRED PROVISIONS DEEMED INSERTED

A. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

41. KANSAS ACTS AGAINST DISCRIMINATION

A. The Contractor hereby agrees and covenants as a condition of the Contract that he will comply with the Kansas Act Against Discrimination, (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the Americans With Disabilities Act (42 U.S.C. 12101 et seq.), and that his failure to do so may be deemed to be a breach of Contract and may subject the Contract to be terminated.

42. ANTITRUST

A. For good cause, and as consideration for executing this Contract, the Contractor, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the State of Kansas all right, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Kansas pursuant to this Contract.

43. OPTIONAL PERFORMANCE AND PAYMENT GUARANTEE

A. The Contractor may elect to use a certificate of deposit as a performance and payment guarantee in lieu of providing a Performance Bond and Public Works Bond. The certificate of deposit shall have a value of not less than the amount of the Contract, and shall serve the purpose of the Performance and Public Works Bonds as defined in Articles 26 and 27 of the General Conditions of the Contract.

B. The Director of Procurement and Contracts may accept a certificate of deposit payable to the State of

Kansas, without condition, in lieu of any required surety bond from a bidder or contractor in the case of any contract for construction, repairs or improvements under K.S.A. 75-3739, 75-3741 or 60-1111 and amendments thereto.

C. The certificate of deposit shall be subject to forfeiture to the State of Kansas and shall be in a form and under such conditions as may be prescribed by the Director of Procurement and Contracts for surety bonds in accordance with K.S.A. 60-1112 and amendments thereto.

D. Each such certificate of deposit shall be retained by the State for at least six (6) months after the final acceptance of the work for which the contract was entered into. At the end of such time period, the certificate of deposit may be endorsed back to the Contractor if there are no claims by the State under the Contract or by any person making a claim against the certificate of deposit.

E. All interest accruing under any such certificate of deposit shall belong to the contractor unless the certificate of deposit is forfeited to the State of Kansas.

44. SIMULTANEOUS EXECUTION OF CONSTRUCTION CONTRACTS

A. In order to expedite the processing of Construction Contracts, bidders agree to the simultaneous execution of a copy of this document by all parties. After the execution of their copy of the agreement, the parties shall submit them to the State of Kansas, Procurement and Contracts, for assembly and may make a copy for their files if they wish. Upon receipt of all executed copies, and the submittal of the required bonds and insurance certificates, Procurement and Contracts shall date and assemble the copies and it shall constitute a binding agreement as of the date of assembly. The assembled copies shall be retained in Procurement and Contracts, and a fully-executed set of contracts shall be delivered to the Contractor and State agency.

B. It is further agreed that if any party wishes to change any part of the Contract, they shall notify the Procurement and Contracts prior to signature. Procurement and Contracts shall review the request and if the changes are acceptable, a new contract shall be prepared and resubmitted to all parties for their signatures and processing as mentioned above.

45. EVALUATION

A. Bidders are advised that if awarded the Project, their performance will be evaluated by the Office of Facilities and Property Management with input from the State agency for whom the project is completed. This evaluation will remain on file and will be considered before the award of future projects. The Contractor, upon request, may receive a copy of the evaluations and prepare a response to the same. Responses will also be kept on file and considered in the same manner as the evaluations.

46. DRUG TESTING

A. Bidders are advised that in some circumstances federal regulations require drug testing of employees who install or maintain pipelines. Bidders should determine if drug testing is required on this project and include in its bid the complete cost for all such testing. Questions concerning these requirements should be directed to the Kansas Corporation Commission, Natural Gas Operations, 1500 S.W. Arrowhead Road, Topeka, Kansas 66604-4027, (785) 271-3100.

47. LICENSURE

A. All plumbing, electrical and heating, ventilation and air conditioning work on the job site shall be performed or supervised by a journeyman, with a current license in that particular trade. Licenses shall be available for inspection at the work site, and if a license is not available, work of that particular trade shall cease. Licenses from any state or political subdivision will be recognized. Licenses that require passage of Block/Experion tests are preferable.

END OF DOCUMENT D

DOCUMENT E - SUPPLEMENTAL GENERAL CONDITIONS

PART 1 - GENERAL

1.1 SALES TAX DETERMINATION

A. Article 28 of the General Conditions shall be supplemented as follows:

1. This project has been determined by the Kansas Department of Revenue to be subject to Kansas sales tax. The cost of said Tax must be **INCLUDED IN** all Bid and Contract prices. Sales tax includes all applicable state, county and city sales taxes.

a. A general contractor or other contractor who contracts directly with the state of Kansas or one of its agencies shall pay tax as follows:

(1) Labor: No tax will be assessed since the labor is purchased directly by the State or one of its agencies.

(2) Materials: Taxes will be assessed on material purchased for the project.

b. A subcontractor on this project shall pay tax as follows:

(1) Labor: Taxes will be assessed because this labor is not purchased directly by the state or one of its agencies. (However, labor will not be taxed on projects calling for the original construction of a building or for repair or remodeling of a residence.)

(2) Materials: Taxes will be assessed on materials purchased for the project.

c. Whether sales tax should be paid to the Department of Revenue by a subcontractor on the subcontractor's labor services will depend upon whether the project qualifies as the original construction of a building or facility or as the repair or remodeling of a residence. The contractor and each subcontractor will be responsible for determining whether labor services for the project qualifies for such exemption and for including the correct amount of state, county and city sales tax applicable to this project. Contractors and subcontractors must include all sales tax due on materials, which are not exempt on this project. Any questions should be addressed to the Kansas Department of Revenue, Division of Taxation, Taxpayer Assistance Center, (785) 368-8222.

2. A general contractor or other contractor that contracts directly with the State of Kansas shall obtain copies of the Kansas Retailers Sales Tax Registration certificates from all its subcontractors on this project and have them available at the jobsite upon request.

1.2 ADDITIONAL CONDITIONS

A. The following Articles are additional or modified conditions of the construction contract:

1. Article 48. Insurance.

2. Article 49. Liquidated Damages.

3. Article 50. Weather Day Data.

48. INSURANCE

A. The Contractor shall not commence work under this Contract until the Contractor has obtained all the insurance required under this Article and such insurance has been approved by the Owner under the terms of this agreement. The Contractor shall not allow any subcontractor to commence work on the subcontract until the insurance required of the subcontractor has been so obtained and approved.

Companies providing insurance coverage must be authorized to transact the business of insurance in Kansas as an authorized insurer or eligible "non-admitted" insurer in accordance with K.S.A. 40-214 and K.S.A. 40-246e, respectively. Automobile liability and workers compensation insurance coverage must be obtained from insurers that are "authorized" to transact the business of insurance in Kansas pursuant to K.S.A. 40-3103 and K.S.A. 44-532, respectively.

B. The Contractor shall procure and maintain at its expense, from the date of the Contractor's receipt of a Notice to Proceed until acceptance of the entire work by the Owner, the following insurance:

1. Worker's compensation insurance for the Contractor, all partners and employees working on the project. The Contractor shall require all subcontractors to provide workmen's compensation for themselves, their partners and employees to be engaged in such work unless the subcontractor's employees are covered by the Contractor's workers' compensation coverage. The Contractor and all subcontractors shall include employer's liability coverage with a one hundred thousand dollars ($100,000) limit for each accident; disease-policy limit; and disease-each employee limit.

2. Commercial general liability insurance, in an amount not less than five hundred thousand dollars ($500,000) each occurrence for bodily injury and property damage, a general aggregate of one million dollars and a products-completed operations aggregate of one million dollars ($1,000,000). Commercial general liability shall include the following coverages: operations; broad form property damage; completed operations; independent contractors and contractual.

3. Automobile liability insurance in an amount not less than five hundred thousand dollars ($500,000) for bodily injury and for property damage combined. Said coverage shall cover all owned, non-owned or hired vehicles of the contractor.

4. If asbestos abatement coverage is not included in commercial general liability policy, provide a separate policy which does provide coverage for asbestos abatement. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

   a. Asbestos abatement liability coverage $1,000,000 each occurrence/$1,000,000 aggregate.

   b. Insurance carrier and policy type (claims made/occurrence) are subject to acceptability by owner. Claims made policies are acceptable if there is an unlimited extended reporting period endorsement purchased upon discontinuance of the claims made policy.

5. Automobile liability insurance in an amount not less than $500,000 for bodily injury and for property damage combined. Said coverage shall cover all owned, non-owned or hired vehicles of the contractor.

   a. Vehicles used for hauling of asbestos waste - asbestos abatement liability coverage $500,000 for bodily injury and for property damage combined/$1,000,000 aggregate.

   b. In lieu of the General Contractor providing the insurance required in paragraphs B(4) and B(5), the General Contractor's abatement subcontractor may provide this coverage.

C. Scope of insurance and special hazards: The insurance provided under paragraph B above shall provide protection for the Contractor and his subcontractors against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by him, and also against any of the following special hazards which may be encountered in the performance of work under this Contract such as but not limited to: blasting, explosion, collapse, underground, rigging and hoisting, railroad protective, elevators and hoists.

D. Special form builder's risk: For this project, the principal contractor shall procure and maintain special form builder's risk insurance to include theft to protect the mutual interest of the owner and the contractor in an amount of one hundred percent (100%) of the contract price. No other contractor is required to carry the special form builder's insurance on this project. The insurance is to apply from the contractor's receipt of a Notice to Proceed until acceptance of the entire work by the owner.

E. The principal Contractor's property coverage shall name the Owner and all contractors and/or subcontractors performing work on the project as additional insureds.

F. The principal Contractor's general liability coverage (excluding professional liability) shall name the Owner and Project Architect/Engineer on the project as additional insureds.

G. Subcontractors' insurance: The contractor shall either (1) require each of his subcontractors to procure and maintain during the life of his subcontract commercial general liability insurance, and automobile liability insurance of the type and in the same amount specified in the preceding paragraphs; or (2) insure the activities of his subcontractors in his own policies.

H. Proof of insurance: The Contractor shall furnish the Owner with certificates showing the types, amounts, special coverages, effective dates and dates of expiration of policies. Such certificates shall provide the insurance company endeavor to give thirty (30) days notice of policy cancellation to the certificate holder.

49. LIQUIDATED DAMAGES

A. The Owner shall be entitled to liquidated damages to cover the costs of alternate facilities, extra observation, the salaries of contingent forces and other expenses incurred by the Owner due to delays in completion of the work caused by the Contractor.

Liquidated damages shall be assessed in an amount per day as indicated below for each calendar day between the adjusted contract completion date and the date of substantial completion of the project. After substantial completion if final project completion is not achieved prior to the adjusted contract completion date the Contractor shall pay for the Project Architect/Engineer's services; see Document D, Article 23 M. The above amounts shall be deducted from the contract by contract change order prior to final payment. Such change order will not require approval of the Contractor.

B. Liquidated damages are established at the rate of **Two Hundred Fifty ($250.00) Dollars** per calendar day.

50. WEATHER DAY DATA

A. The following table indicates the number of weather days assumed for the area of the state in which this project is being completed. Reference Document D, Article 22 and Article 23 for further information concerning weather days and scheduling.

WEATHER ZONE 5

Counties included in this zone are:

Barber	Finney	Hamilton	Lane	Pratt	Stanton
Barton	Ford	Haskell	Meade	Rush	Stevens
Clark	Grant	Hodgeman	Morton	Scott	Wichita
Comanche	Gray	Kearney	Ness	Seward	
Edwards	Greeley	Kiowa	Pawnee	Stafford	

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY DAYS

January	4 days	May	9 days	September	5 days
February	4 days	June	8 days	October	4 days
March	6 days	July	7 days	November	3 days
April	6 days	August	7 days	December	3 days

END OF DOCUMENT E

DOCUMENT F - FORM OF CONTRACT (DA-141A)

(b) to include in all solicitations or advertisements for employees, the phrase equal opportunity employer;
(c) to comply with the reporting requirements set out in K.S.A. 44-1031 and K.S.A. 44-1116;
(d) to include these provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor;
(e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation or such acts by the Kansas Human Rights Commission it shall constitute a breach of the contract and the contract may be canceled, terminated or suspended in whole or in part by the State of Kansas. Parties to this contract understand that subsections (b) through (e) of the paragraph are not applicable to a party who employs fewer than four employees or whose contract with this agency of the Kansas state government totals less than $5,000 during the fiscal year.

7. Acceptance of Contract. This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been rendered, and until funds for the contract have been encumbered with the Division of Accounts and Reports.
8. Arbitration, Damages, Warranties. Notwithstanding any language to the contrary, no interpretation of this contract shall be allowed to find the state or any agency thereof has agreed to binding arbitration, the payment of damages or penalties upon the occurrence of a contingency, or to permit disclaimer of any or all warranties. Further, the State of Kansas shall not agree to pay attorney fees or late payment charges.
9. Termination Due to Lack of Funding Appropriation. If appropriated funds are withdrawn from the project through legislative action and sufficient funds are not available to continue the function performed in this agreement or pay for the charges hereunder, the first party may terminate this agreement. The first party agrees to give written notice of termination to the second party at least 30 days in advance of termination. First party will pay to the second party all regular contractual payments due for work incurred prior to termination. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the first party.
10. Disclaimer of Liability. Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor for any liability whatsoever.
11. Representative's Authority to Contract. By signing this document, the representative of the second party thereby represents that such person is duly authorized by the second party to execute this document on behalf of the second party and that the second party agrees to be bound by the provisions thereof.
12. Terms Herein Controlling Provisions. It is expressly agreed that the terms of each and every provision in this contract shall prevail and control over the terms of any other conflicting provision in any other document relating to this agreement.
13. The second party binds itself, its partners, heirs, executors, successors, assigns and legal representatives to all covenants of this agreement.
14. The second party shall not assign, sublet or transfer any interest in this agreement without the written consent of the Secretary of Administration.

In order to expedite the processing of this agreement, the parties mutually agree to the simultaneous execution of a copy of this document by all parties and persons mentioned below. After the execution of their copy of the agreement, the individuals shall submit them to the State of Kansas, Procurement and Contracts, for assembly and may make a copy for their files if they wish. Upon receipt of all executed copies, and the submittal of the required bonds and insurance certificates, the Procurement and Contracts shall date and assemble the copies and it shall constitute a binding agreement as of the date of assembly. The assembled copies shall be retained in the Procurement and Contracts, and a fully-executed set of contracts shall be delivered to the contractor and state agency. It is further agreed that if any individual wishes to change any part of the agreement, they shall notify the Procurement and Contracts, who shall prepare a new agreement and resubmit it to all parties and persons mentioned below for their signatures and processing as mentioned above.

Signed by the respective parties as follows:

STATE OF KANSAS, FIRST PARTY	SECOND PARTY
BY: _____ State Agency	BY: _____ Company Name
_____ Head of State Agency	_____ Authorized Signature
_____ Director of Purchases	_____ FEIN
APPROVED:	
_____ Director of Facilities Management	_____ Director of Accounts and Reports

DOCUMENT G - FORM OF PERFORMANCE BOND

PERFORMANCE BOND

We, _____
Name Address

as Principal, hereinafter called Contractor, and _____, a corporation organized under the laws of the State of _____, with its home office in the city and state of _____, as Surety and hereinafter referred to as Surety, are held and firmly bound unto the State of Kansas, as Obligee, hereinafter called the State, in the sum of _____ dollars ($_____) for the payment of which sum we as Contractor and Surety bind ourselves and our legal representatives and successors, jointly and severally, by this instrument.

WHEREAS, Contractor has by written agreement dated _____, 201_____, entered in to a contract with the State of Kansas for

_____

_____

_____

_____

in accordance with plans and specifications set forth in the State of Kansas, project #_____ and RFQ #_____, and which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

IT IS THEREFORE the condition of the above obligation that whenever Contractor shall be in default and is declared by the State to be in default under the Contract, the State having performed the State's obligations under the Contract, the Surety will promptly remedy the default by completion of the Contract and correction of defective work in accordance with the terms and conditions of the Contract. This includes repairs required by the guarantees and warranties called for in the Contract. It also includes additional legal, design professional, delay costs and liquidated damages resulting from the Contractor's default. The Surety waives notice of any change, including changes of time to complete the Contract.

If surety does not promptly remedy the default, the Surety shall be liable to the State for funds sufficient to pay the cost of completion and other obligations in the above paragraph, less the balance of the contract price. Balance of contract price shall mean total amount payable by the State to Contractor under the Contract, less amounts previously paid to Contractor by the State. If Contractor faithfully, promptly and accurately completes the Contract and complies with all the conditions thereof, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 201_____.

Principal _____

By: _____
(Title)

Surety _____ _____
(Kansas Resident Agent - if required)

Address _____ Address _____

By: _____
(Attorney in Fact)

DOCUMENT H - FORM OF PUBLIC WORKS BOND

CONTRACTOR'S PUBLIC WORKS BOND TO THE STATE
(Pursuant to K.S.A. 60-1111 as amended)

We, _____
Name

_____
Address

_____, as Principal,

and _____

_____

as Surety, are held firmly bound unto the STATE OF KANSAS, in the sum of _____

_____DOLLARS,

well and truly to be paid, to which payment we hereby bind ourselves, our heirs, executors, administrators, successors or assigns, jointly and severally.

The condition of the above obligation is that the Principal and Surety agree to pay all indebtedness incurred for labor, materials, equipment or supplies furnished in the performance of the construction contract by the contractor and his subcontractors for the following public building or improvement,

_____

_____

_____

in accordance with plans and specifications of Project No. _____ on file in the Department of Administration, Office of Facilities and Property Management. The surety waives notice of any change, including changes of time to complete the contract.

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

IN WITNESS WHEREOF, We have hereunto set our hands this _____ day of _____, 201____ .

Principal: _____

By: _____
(Title)

_____

Surety: _____

By: _____

_____

DOCUMENT I - FORM OF APPOINTMENT OF SERVICE AGENT

Office of the Secretary of State / Corporations Division

Form **S1**

Appointment of Service Agent

(Note: Nonresident contractors under K.S.A. 16-113 who are foreign corporations, foreign limited partnerships or foreign limited liability companies qualified to do business and in good standing in Kansas are not required to file this form.)

1. _____
(Name of individual, partnership, association or corporation)
hereby appoints for three years:

_____
(Name of service agent--must be Kansas resident)

as agent for service of process pursuant to K.S.A. 60-306.

2. The address of the service agent in Kansas is:

Do not write in this space

_____
(Street address or rural route)

_____
(City) (County) (Zip code)

3. In testimony whereof, I _____, of said entity, hereunto

subscribe my name this _____ day of _____, A.D. 201___.

_____
(Signature)

State of _____

County of _____ } ss.

Acknowledged before me this _____ day of _____, 201__.

My appointment or commission expires _____.

Affix an impression of notary's seal here:

_____
(Notary's Signature)

Please submit this document, properly notarized with $20 filing fee, to:
Secretary of State, Corporation Division, 1st Floor, Memorial Hall,
120 SW 10th Ave. Topeka, Kansas 66612; (785) 296-4564.

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Scope of Work

1. Scope of work includes construction of the energy and service center
2. Construction of the tunnel between the energy and service center and Statehouse parking garage
3. Construction between Statehouse north maintenance area and Northwest Vault

1.3 PROJECT INFORMATION

A. Project Location: 7th & Van Buren, Topeka, Kansas 66612

B. Owner: State of Kansas – Department of Administration

1.4 WORK COVERED BY CONTRACT DOCUMENTS

A. Type of Contract:

1. Project will be constructed under a single prime contract.

1.5 PHASED CONSTRUCTION

A. The Work shall be conducted in 1 phases, with each phase substantially complete as indicated:

B. Before commencing Work of each phase, submit an updated copy of Contractor's construction schedule showing the sequence, commencement and completion dates for all phases of the Work.

1.6 WORK BY OWNER

A. General: Cooperate fully with Owner so work may be carried out smoothly, without interfering with or delaying work under this Contract or work by Owner. Coordinate the Work of this Contract with work performed by Owner.

1.7 ACCESS TO SITE

A. General: Contractor shall have full use of Project site for demolition operations during demolition period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.

B. Condition of Existing Building: Not applicable.

1.8 COORDINATION WITH OCCUPANTS

A. Full Owner Occupancy: Owner will occupy a portion of the building during the beginning of the construction period. Cooperate with Owner during abatement and demolition operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.

1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.

2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.

1.9 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:

1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.

2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.

3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01 0000 – STATE OF KANSAS REQUIREMENTS

PART 1 - GENERAL

1.0 OVERVIEW

A. In case of conflicts between the State of Kansas information (Document A through Document I and Section 01 0000) and the technical specifications provided by the design team, the State of Kansas information prevails.

1.1 CONTACT INFORMATION FOR THE OFFICE OF FACILITIES MANAGEMENT

1. **USPS:** Office of Facilities and Procurement Management, Design, Construction & Compliance, Department of Administration, Suite **600**, 800 S. W. Jackson Street, Topeka, Kansas 66612-1216.

2. **Shipping address (via courier):** Office of Facilities and Procurement Management, Design, Construction & Compliance, Department of Administration, Suite **451**, 900 S. W. Jackson Street, Topeka, Kansas 66612-1216.

3. **Electronically:** Visit our website at http://www.da.ks.gov/fp/.

4. **Telephonically**: (785) 296-8899.

1.2 PRE-CONSTRUCTION CONFERENCE

A. The successful Bidder shall agree to attend a pre-construction conference along with persons responsible for the various operations involved with the Project.

1.3 COORDINATION WITH OWNER

A. The Owner will make the necessary arrangements to cause the Work area to be available to the Contractor. Access and egress to the Work area shall be routes prescribed by the Owner.

B. The prospective Bidder shall visit the site and ascertain the extent of the Work to be done under the Contract and the conditions under which it must be performed.

C. The prospective Bidder shall make his own estimates and verify all dimensions of areas on the job.

D. The prospective Bidder shall familiarize himself with the traffic regulations and parking and storage areas he will become involved with if he becomes the Contractor. The Contractor shall inform his workmen of these regulations and conditions. Parking and storage areas shall be as designated by the Owner.

E. Contact **George Steele, Deputy Director, Engineering, Department of Administration – Office of Facilities and Procurement Management, 800 SW Jackson, Suite 600, Topeka, Kansas 66612-1216** at telephone number **785-296-4693,** e-mail address **George.Steele@da.ks.gov** for assistance in exploring the area(s) of Work.

1.4 CONSTRUCTION PROGRESS MEETINGS

A. Construction progress meetings will be held at the project site at a minimum, every 30 days, (monthly) while construction is on-going unless otherwise directed by the project architect/engineer. Coordinate dates of meetings with preparation of the payment request. These meetings are mandatory.

1.5 CERTIFICATE OF PROJECT COMPLETION

A. Upon final completion of the work under the Contract, a formal Certificate of Project Completion will be forwarded to the Contractor by the Architect/Engineer. The date of the certificate shall be the starting date of the guarantee or warranty period for all guarantees or warranties.

1.6 OPERATION AND MAINTENANCE DATA

A. Bind operation and maintenance data in 8-1/2" x 11" text pages in 3-ring binders.

B. Binder covers shall have printed title "OPERATION AND MAINTENANCE INSTRUCTIONS," "title of project" and "project number."

C. Internally subdivide binder contents with permanent page dividers, logically organized, with tab titling clearly printed under reinforced laminated plastic tabs.

D. Submit a minimum of five (5) sets to the Architect/Engineer prior to the final inspection.

1.7 PROJECT CLOSEOUT CHECKLIST

A. The document below is for use by the project architect/engineer, contractor and Owner to verify all items related to final completion are provided before final payment is released to the contractor.

PROJECT CLOSEOUT CHECKLIST

CONTRACTOR MUST HAVE THE FOLLOWING ITEMS COMPLETED AND APPROVED TO RECEIVE FINAL PAYMENT.
Check when complete or write NA in the blank if not applicable

____ Punchlist items

____ All warranties and instructions have been delivered to the Owner

____ All keys have been delivered to the Owner.

____ All maintenance equipment and tools have been delivered to the Owner.

____ All extra materials and spare parts have been delivered to the Owner.

____ Certificate of (Partial) Occupancy

____ In projects which have security related design elements, the architect and engineer shall return all security related shop drawings to the Owner.

____ O and M manuals have been delivered to the project Architect/Engineer, have been reviewed for completeness and have been delivered to the Owner.

____ Training and demonstrations of as required by the specifications has been completed.

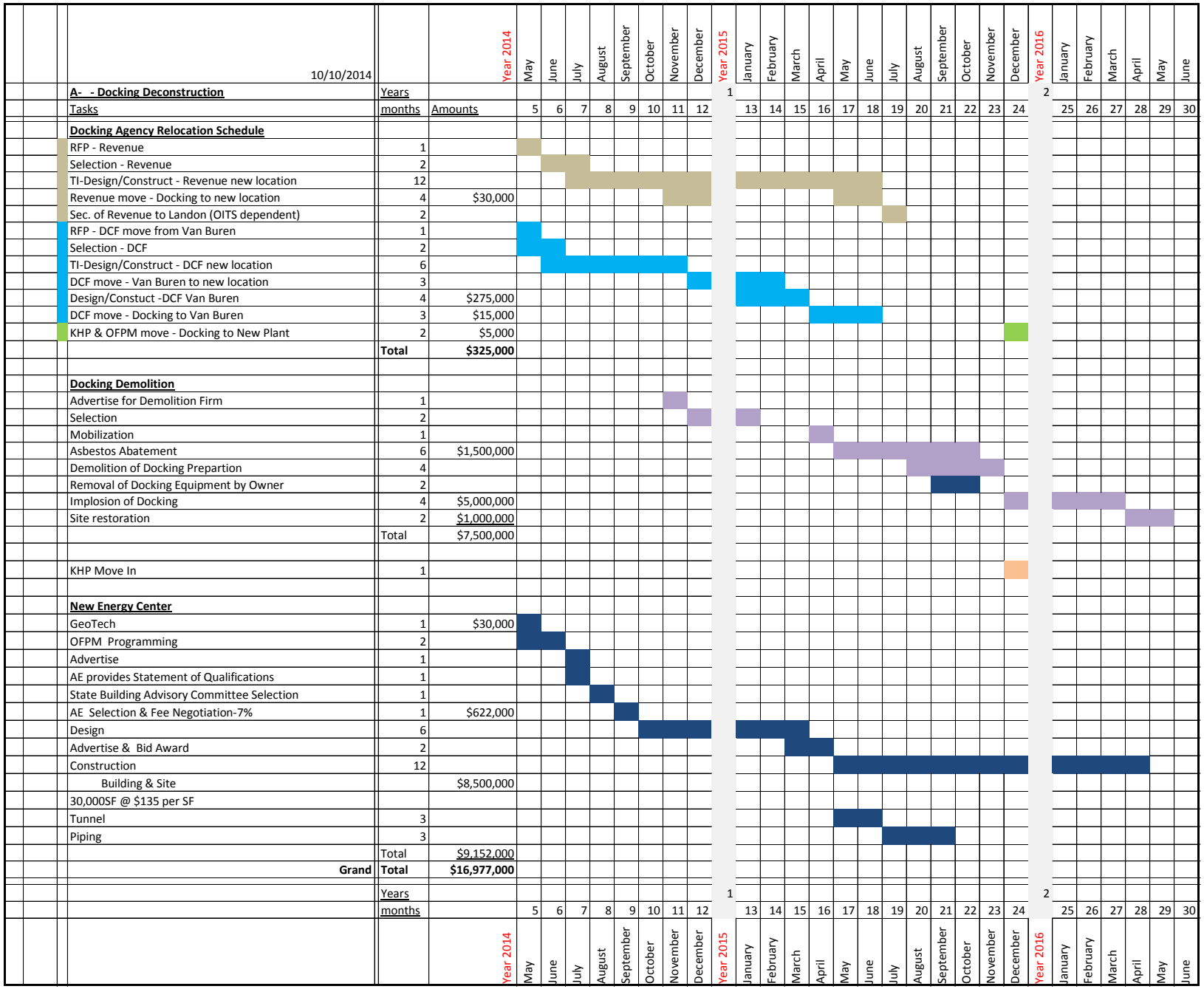
____ Record Documents have been delivered to the project Architect/Engineer. (Reference Document D – General Conditions of the Contract Article 17 paragraph AA)

____ Final Cleaning has occurred to the satisfaction of the Owner and project Architect/Engineer.

____ Certificate of Occupancy executed by the Office of Facilities and Procurement Management is on file.

A copy of this form shall be submitted to OFPM along with the Affidavit of Contractor & Certificate of Project Completion.

END OF SECTION 01 0000


10/10/2014
A- - Docking Deconstruction
Tasks
Docking Agency Relocation Schedule
RFP - Revenue
Selection - Revenue
TI-Design/Construct - Revenue new location
Revenue move - Docking to new location
Sec. of Revenue to Landon (OITS dependent)
RFP - DCF move from Van Buren
Selection - DCF
TI-Design/Construct - DCF new location
DCF move - Van Buren to new location
Design/Constuct -DCF Van Buren
DCF move - Docking to Van Buren
KHP & OFPM move - Docking to New Plant
Docking Demolition
Advertise for Demolition Firm
Selection
Mobilization
Asbestos Abatement
Demolition of Docking Prepartion
Removal of Docking Equipment by Owner
Implosion of Docking
Site restoration
KHP Move In
New Energy Center
GeoTech
OFPM Programming
Advertise
AE provides Statement of Qualifications
State Building Advisory Committee Selection
AE Selection & Fee Negotiation-7%
Design
Advertise & Bid Award
Construction
Building & Site
30,000SF @ $135 per SF
Tunnel
Piping
Grand Total
Years
months
Amounts
$30,000
$275,000
$15,000
$5,000
$325,000
$1,500,000
$5,000,000
$1,000,000
$7,500,000
$622,000
$8,500,000
$9,152,000
$16,977,000
Year 2014
Year 2015
Year 2016
May June July August September October November December
January February March April May June July August September October November December
January February March April May June

Procurement & Contracts
Office of Facilities & Procurement Management
900 S.W. Jackson St., Room 451 South
Topeka, KS 66612

Kansas
Department of Administration

Phone: (785) 296-2376
Fax: (785) 296-7240
http://admin.ks.gov/offices/procurement-and-contracts

Jim Clark, Secretary

Sam Brownback, Governor

REQUEST FOR PROPOSAL (RFP)

Bid Event Number:	EVT0003634
Replaces Contract:	New
Date Mailed:	March 10, 2015
Closing Date:	May 12, 2015, 2:00 PM local Topeka time
Procurement Officer:	David Stueve **Telephone:** 785-296-0408 **E-Mail Address:** david.stueve@da.ks.gov **Web Address:** http://admin.ks.gov/offices/procurement-and-contracts/
Item:	**New Energy and Service Center**
Agency:	Department of Administration
Period of Contract:	Per The Negotiated Agreement
Guarantee:	Monetary Guarantee Required

This Bid Event was recently posted to the Procurement and Contracts Internet website.
The documents can be downloaded by going to the following website:

http://admin.ks.gov/offices/procurement-and-contracts/

There are several attachments to this bid event that are available by using the link directly above, then selecting “Bid Solicitations” along the left hand side of the page, and then scrolling down and selecting “Bid Number” EVT0003634. Then scroll down and find the “Bid Files” that are attached to this bid event.

ALL OTHER drawings, specifications, and documents related to this bid event can be accessed by using the link noted directly above, then selecting “Bid Solicitations” along the left hand side of the page, and then selecting the words “Additional files related to bid solicitations” located directly above the field of bid events.

It shall be the bidder's responsibility to monitor this website on a regular basis for any changes/amendments.

NOTICE:

A Pre-Bid Conference will be held at 10:00 AM, local Topeka time, on April 1, 2015. The meeting will be held in Room 600A, at 800 SW Jacksons, Topeka, Kansas, 66612.

SIGNATURE SHEET

Item: New Energy and Service Center

Agency: Department of Administration

Closing Date: May 12, 2015, 2:00 PM local Topeka time

By submission of a bid and the signatures affixed thereto, the bidder certifies all products and services proposed in the bid meet or exceed all requirements of this specification as set forth in the request and that all exceptions are clearly identified.

Legal Name of Person, Firm or Corporation_____

Mailing Address_____ City & State_____Zip _____

Toll Free Telephone_____Local_____ Cell: _____Fax_____

Tax Number_____
CAUTION: If your tax number is the same as your Social Security Number (SSN), you must leave this line blank. DO NOT enter your SSN on this signature sheet. If your SSN is required to process a contract award, including any tax clearance requirements, you will be contacted by an authorized representative of the Division of Purchases at a later date.

E-Mail _____

Signature_____Date_____

Typed Name _____Title_____

In the event the **contact for the bidding process** is different from above, indicate contact information below.

Bidding Process Contact Name_____

Mailing Address_____ City & State_____Zip _____

Toll Free Telephone_____Local_____ Cell: _____Fax_____

E-Mail _____

If **awarded a contract and purchase orders** are to be directed to an address other than above, indicate mailing address and telephone number below.

Award Contact Name_____

Mailing Address_____ City & State_____Zip _____

Toll Free Telephone_____Local_____ Cell: _____Fax_____

E-Mail _____

1. INSTRUCTIONS

Bid Event ID / Reference Number:

The Bid Event ID / RFP number, indicated in the header of this page, as well as on the first page of this proposal, has been assigned to this RFP and MUST be shown on all correspondence or other documents associated with this RFP and MUST be referred to in all verbal communications. All inquiries, written or verbal, shall be directed only to the procurement officer reflected on Page 1 of this proposal. There shall be no communication with any other State employee regarding this RFP except with designated state participants in attendance ONLY DURING:

- Negotiations
- Contract Signing
- as otherwise specified in this RFP.

Violations of this provision by bidder or state agency personnel may result in the rejection of the proposal.

1.1. Negotiated Procurement:

This is a negotiated procurement pursuant to K.S.A. 75-37,102. Final evaluation and award will be made by the Procurement Negotiation Committee (PNC) consisting of the following entities (or their designees):

- Secretary of Department of Administration;
- Director of Purchases, Department of Administration; and
- Head of Using Agency

1.2. Appearance Before Committee:

Any, all or no bidders may be required to appear before the PNC to explain the bidder's understanding and approach to the project and/or respond to questions from the PNC concerning the proposal; or, the PNC may award without conducting negotiations, based on the initial proposal. The PNC reserves the right to request information from bidders as needed. If information is requested, the PNC is not required to request the information of all bidders.

Bidders selected to participate in negotiations may be given an opportunity to submit a revised technical and/or cost proposal/offer to the PNC, subject to a specified cut off time for submittal of revisions. Meetings before the PNC are not subject to the Open Meetings Act. Bidders are prohibited from electronically recording these meetings. All information received prior to the cut off time will be considered part of the bidder's revised offer.

No additional revisions shall be made after the specified cut off time unless requested by the PNC.

1.3. Cost of Preparing Proposal:

The cost of developing and submitting the proposal is entirely the responsibility of the bidder. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating for the contract and other costs associated with this RFP.

1.4. Preparation of Proposal:

Prices are to be entered in spaces provided on the cost proposal form if provided herein. Computations and totals shall be indicated where required. In case of error in computations or totals, the unit price shall govern. The PNC has the right to rely on any prices provided by bidders. The bidder shall be responsible for any mathematical errors. The PNC reserves the right to reject proposals which contain errors.

All copies of cost proposals shall be submitted in a separate sealed envelope or container separate from the technical proposal. The outside shall be identified clearly as "Cost Proposal" or "Technical Proposal" with the Bid Event ID / RFP number and closing date.

A proposal shall not be considered for award if the price in the proposal was not arrived at independently and without collusion, consultation, communication or agreement as to any matter related to price with any other bidder, competitor or public officer/employee.

Technical proposals shall contain a concise description of bidder's capabilities to satisfy the requirements of this RFP with emphasis on completeness and clarity of content. Repetition of terms and conditions of the RFP without additional clarification shall not be considered responsive.

1.5. Signature of Proposals:

Each proposal shall give the complete legal name and mailing address of the bidder and be signed by an authorized representative by original signature with his or her name and legal title typed below the signature line. If the contract's contact will be a different entity, indicate that individual's contact information for communication purposes. Each proposal shall include the bidder's tax number.

1.6. Acknowledgment of Amendments:

All bidders shall acknowledge receipt of any amendments to this RFP by returning a signed hard copy with the bid. Failure to acknowledge receipt of any amendments may render the proposal to be non-responsive. Changes to this RFP shall be issued only by Procurement and Contracts in writing.

1.7. Modification of Proposals:

A bidder may modify a proposal by letter or by FAX transmission at any time prior to the closing date and time for receipt of proposals.

1.8. Withdrawal of Proposals:

A proposal may be withdrawn on written request from the bidder to the Procurement Officer at Procurement and Contracts prior to the closing date.

1.9. Competition:

The purpose of this RFP is to seek competition. The bidder shall advise Procurement and Contracts if any specification, language or other requirement inadvertently restricts or limits bidding to a single source. Notification shall be in writing and must be received by Procurement and Contracts no later than five (5) business days prior to the bid closing date. The Director of Purchases reserves the right to waive minor deviations in the specifications which do not hinder the intent of this RFP.

1.10. Evaluation of Proposals:

Award shall be made in the best interest of the State as determined by the PNC or their designees. Although no weighted value is assigned, consideration may focus toward but is not limited to:

- Cost. Bidders are not to inflate prices in the initial proposal as cost is a factor in determining who may receive an award or be invited to formal negotiations. The State reserves the right to award to the lowest responsive bid without conducting formal negotiations, if authorized by the PNC.
- Adequacy and completeness of proposal
- Bidder's understanding of the project
- Compliance with the terms and conditions of the RFP
- Experience in providing like services
- Qualified staff
- Methodology to accomplish tasks
- Response format as required by this RFP

1.11. Acceptance or Rejection:

The Committee reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify any criteria in this RFP; and unless otherwise specified, to accept any item in a proposal.

1.12. Proposal Disclosures:

At the time of closing, only the names of those who submitted proposals shall be made public information. No price information will be released. A List of Bidders may be obtained in the following manner:

- Attending the bid closing at the time and date noted on the Bid Event, or
- Requesting a List of Bidders via e-mail to tabsheets@da.ks.gov or in writing to the following address. Include the Bid Event number in all requests.

Kansas Department of Administration
Procurement and Contracts
Attention: Bid Results
900 SW Jackson, Suite 451 South
Topeka, KS 66612-1216

- Once a contract has been executed, the Bid Tabsheet is available upon request following the same instructions noted above.

Bid results will not be given to individuals over the telephone.

Copies of individual proposals may be obtained under the Kansas Open Records Act by sending an email to tabsheets@da.ks.gov or calling 785-296-0002 to request an estimate of the cost to reproduce the documents and remitting that amount with a written request to the above address or a vendor may make an appointment by calling the above number to view the proposal file. Upon receipt of the funds, the documents will be mailed. Information in proposal files shall not be released until a contract has been executed or all proposals have been rejected.

1.13. Disclosure of Proposal Content and Proprietary Information:

All proposals become the property of the State of Kansas. The Open Records Act (K.S.A. 45-215 et seq) of the State of Kansas requires public information be placed in the public domain at the conclusion of the selection process, and be available for examination by all interested parties. (http://admin.ks.gov/offices/chief-counsel/kansas-open-records-act/kansas-open-records-act-procurement-and-contracts) No proposals shall be disclosed until after a contract award has been issued. The State reserves the right to destroy all proposals if the RFP is withdrawn, a contract award is withdrawn, or in accordance with Kansas law. Late Technical and/or Cost proposals will be retained unopened in the file and not receive consideration or may be returned to the bidder.

Trade secrets or proprietary information legally recognized as such and protected by law may be requested to be withheld if clearly labeled "Proprietary" on each individual page and provided as separate from the main proposal. Pricing information is not considered proprietary and the bidder's entire proposal response package will not be considered proprietary.

All information requested to be handled as "Proprietary" shall be submitted separately from the main proposal and clearly labeled, in a separate envelope or clipped apart from all other documentation. The bidder shall provide detailed written documentation justifying why this material should be considered "Proprietary". Procurement and Contracts reserves the right to accept, amend or deny such requests for maintaining information as proprietary in accordance with Kansas law.

If any part or all of the proposal is marked as being copyrighted, by submission of the proposal itself, the proposer provides the State of Kansas full authority to provide copies of such material, either in paper format or electronically, to interested parties in order for the State to meet its obligations under the Kansas Open Records Act.

The State of Kansas does not guarantee protection of any information which is not submitted as required.

1.14. Exceptions:

By submission of a response, the bidder acknowledges and accepts all terms and conditions of the RFP unless clearly avowed and wholly documented in a separate section of the Technical Proposal to be entitled: "Exceptions".

1.15. Notice of Award:

An award is made on execution of the written contract by all parties.

1.16. News Releases

Only the State is authorized to issue news releases relating to this bid event, its evaluation, award and/or performance of the resulting contract.

2. PROPOSAL RESPONSE

2.1. Submission of Proposals:

Bidder's proposal shall consist of:

- One (1) original and three (3) copies of the Technical Proposal, including the signed Event Details document, applicable literature and other supporting documents;
- One (1) original and three (3) copies of the cost proposal including the signed Event Details document,
- One (1) electronic / software version(s) of the technical and cost proposals are required. This shall be provided on CD or flash drive, in Microsoft® Word or Excel. Technical and cost responses shall be submitted on separate media.

All copies of cost proposals shall be submitted in a separate sealed envelope or container separate from the technical proposal. The outside shall be identified clearly as "Cost Proposal" or "Technical Proposal" with the Bid Event ID number and closing date.

Bidder's proposal, sealed securely in an envelope or other container, shall be received no later than 2:00 p.m., local Topeka time, on the closing date, addressed as follows:

Kansas Department of Administration
Procurement and Contracts
Proposal # EVT0003634
Closing Date: May 12, 2015
900 Jackson Street, Suite 451 South
Topeka, KS 66612-1216

It is the bidder's responsibility to ensure bids are received by the closing date and time. Delays in mail delivery or any other means of transmittal, including couriers or agents of the issuing entity shall not excuse late bid submissions.

Faxed, e-mailed or telephoned proposals are not acceptable unless otherwise specified.

Proposals received prior to the closing date shall be kept secured and sealed until closing. The State shall not be responsible for the premature opening of a proposal or for the rejection of a proposal that was not received prior to the closing date because it was not properly identified on the outside of the envelope or container. Late Technical and/or Cost proposals will be retained unopened in the file and not receive consideration or may be returned to the bidder.

2.2. Proposal Format:

Bidders are instructed to prepare their Technical Proposal following the same sequence as this RFP.

2.3. Bidder Information:

The bidder must include a narrative of the bidder's corporation and each subcontractor if any. The narrative shall include the following:

(a) date established;
(b) ownership (public, partnership, subsidiary, etc.);
(c) number of personnel, full and part time, assigned to this project by function and job title;
(d) resources assigned to this project and the extent they are dedicated to other matters;
(e) organizational chart;
(f) financial statement and financial references shall be required.

2.4. Qualifications:

A description of the bidder's qualifications and experience providing the requested or similar service, including resumes of personnel assigned to the project stating their education and work experience, shall be submitted with the Technical Proposal. The bidder must be an established firm recognized for its capacity to perform. The bidder must have sufficient personnel to meet the deadlines specified in the RFP.

2.5. Timeline:

A timeline for implementing services must be submitted with the bid.

2.6. Methodology:

Bidders shall submit with the bid, a detailed explanation of the methodology for implementing services.

2.7. References:

Provide references who have purchased similar items or services from the bidder in the last ten year(s). References shall show firm name, contact person, address, e-mail address and phone number. Bidder's employees and the buying agency shall not be shown as references.

2.8. Technical Literature:

All Technical Proposals shall include specifications and technical literature sufficient to allow the State to determine that the equipment/services meet(s) all requirements. If a requirement is not addressed in the technical literature, it must be supported by additional documentation and included with the bid. Proposals without sufficient technical documentation may be rejected.

2.9. Procurement Card (P-Card):

Many State Agencies use a State of Kansas Procurement Card (currently Visa) in lieu of a state warrant to pay for certain purchases. No additional charges will be allowed for using the P-Card. Bidders shall indicate on the Event Details document if they will accept the Procurement Card for payment.

3. TERMS AND CONDITIONS

3.1 Contract Documents:

This RFP, any amendments, the response and any response amendments of the Contractor, and the State of Kansas DA-146a (Contractual Provision Attachment) shall be incorporated into the written contract, which shall compose the complete understanding of the parties.

In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

- Form DA 146a;
- written modifications to the executed contract;
- written contract signed by the parties;
- the RFP, including any and all amendments;
- and Contractor's written proposal submitted in response to the RFP as finalized.

3.2 Contract:

The successful bidder will be required to enter into a written contract with the State. The contractor agrees to accept the provisions of Form DA 146a (Contractual Provisions Attachment), which is incorporated into all contracts with the State and is incorporated into this RFP.

3.3 Contract Formation:

No contract shall be considered to have been entered into by the State until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the successful bidder.

3.4 Notices:

All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") that may be required or desired to be given by either party to the other shall be IN WRITING and addressed as follows:

Kansas Department of Administration
Procurement and Contracts
900 Jackson Street, Suite 451 South
Topeka, KS 66612-1216
RE: Bid Event ID Number EVT000????

or to any other persons or addresses as may be designated by notice from one party to the other.

3.5 Termination for Cause:

The Director of Purchases may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

- the Contractor fails to make delivery of goods or services as specified in this contract;
- the Contractor provides substandard quality or workmanship;
- the Contractor fails to perform any of the provisions of this contract, or
- the Contractor fails to make progress as to endanger performance of this contract in accordance with its terms.

The Director of Purchases shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as State may authorize in writing), the Director of Purchases shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

3.6 Termination for Convenience:

The Director of Purchases may terminate performance of work under this contract in whole or in part whenever, for any reason, the Director of Purchases shall determine that the termination is in the best interest of the State of Kansas. In the event that the Director of Purchases elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

3.7 Debarment of State Contractors:

Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Contract may be barred for a period up to three (3) years, pursuant to KSA 75-37,103, or have their work evaluated for pre-qualification purposes pursuant to K.S.A. 75-37,104.

3.8 Rights and Remedies:

If this contract is terminated, the State, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the State in the manner and to the extent directed, any completed materials. The State shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

In the event of termination, the Contractor shall receive payment prorated for that portion of the contract period services were provided to or goods were accepted by State subject to any offset by State for actual damages including loss of federal matching funds.

The rights and remedies of the State provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

3.9 Force Majeure:

The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes.

3.10 Waiver:

Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by State shall not constitute a waiver.

3.11 Independent Contractor:

Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation, social security, income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

3.12 Staff Qualifications:

The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the contract specifications may result in termination of this contract or damages.

3.13 Subcontractors:

The Contractor shall be the sole source of contact for the contract. The State will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

The State of Kansas requires tax clearance certificates for all subcontractors be submitted with the technical proposal, and that the bidder additionally provide subcontractor(s) legal company name, contact information and tax ID number (FEIN/TIN) as well.

3.14 Proof of Insurance:

Upon request, the Contractor shall present an affidavit of Worker's Compensation, Public Liability, and Property Damage Insurance to Procurement and Contracts.

3.15 Conflict of Interest:

The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the State and providing services involving this contract or services similar in nature to the scope of this contract to the State. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any state employee who has participated in the making of this contract until at least two years after his/her termination of employment with the State.

3.16 Confidentiality:

The Contractor may have access to private or confidential data maintained by State to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 et seq.)in providing services under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractor must agree to return any or all data furnished by the State promptly at the request of State in whatever form it is maintained by Contractor. On the termination or expiration of this contract, Contractor will not use any of such data or any material derived from the data for any purpose and, where so instructed by State, will destroy or render it unreadable.

3.17 Nondiscrimination and Workplace Safety:

The Contractor agrees to abide by all federal, state and local laws, and rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws or rules or regulations may result in termination of this contract.

3.18 Environmental Protection:

The Contractor shall abide by all federal, state and local laws, and rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws or rule or regulations may result in termination of this contract for cause.

3.19 Hold Harmless:

The Contractor shall indemnify the State against any and all loss or damage to the extent arising out of the Contractor's negligence in the performance of services under this contract and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

The State shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to state property. The Contractor shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction or damage to State property.

3.20 Care of State Property:

The Contractor shall be responsible for the proper care and custody of any state owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract. The Contractor shall reimburse State for such property's loss or damage caused by Contractor, normal wear and tear excepted.

3.21 Prohibition of Gratuities:

Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any State employee at any time.

3.22 Retention of Records:

Unless the State specifies in writing a different period of time, the Contractor agrees to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post contract period. Delivery of and access to the records shall be within five (5) business days at no cost to the state.

3.23 Antitrust:

If the Contractor elects not to proceed with performance under any such contract with the State, the Contractor assigns to the State all rights to and interests in any cause of action it has or may acquire under the

anti-trust laws of the United States and the State of Kansas relating to the particular products or services purchased or acquired by the State pursuant to this contract.

3.24 Modification:

This contract shall be modified only by the written agreement and approval of the parties. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

3.25 Assignment:

The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the State. State may reasonably withhold consent for any reason.

This contract may terminate for cause in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the State.

3.26 Third Party Beneficiaries:

This contract shall not be construed as providing an enforceable right to any third party.

3.27 Captions:

The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.

3.28 Severability:

If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.

3.29 Governing Law:

This contract shall be governed by the laws of the State of Kansas and shall be deemed executed in Topeka, Shawnee County, Kansas.

3.30 Jurisdiction:

The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas District Court of Shawnee County, unless otherwise specified and agreed upon by the State of Kansas. Contractor waives personal service of process, all defenses of lack of personal jurisdiction and forum non conveniens. The Eleventh Amendment of the United States Constitution is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this Agreement shall be deemed a waiver of the Eleventh Amendment.

3.31 Mandatory Provisions:

The provisions found in Contractual Provisions Attachment (DA 146a) are incorporated by reference and made a part of this contract.

3.32 Integration:

This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This Agreement between the parties shall be independent of and have no effect on any other contracts of either party.

3.33 Debarment of State Contractors:

Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Agreement may be barred for up to a period of three (3) years, pursuant to K.S.A. 75-37,103, or have its work evaluated for pre-qualification purposes. Contractor shall disclose any conviction or judgment for a criminal or civil offense of any employee, individual or entity which controls a company or organization or will perform work under this Agreement that indicates a lack of business integrity or business honesty. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in disqualification of the bid or termination of the contract.

3.34 Immigration and Reform Control Act of 1986 (IRCA):

All contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the contractor as well as any subcontractor or sub-contractors. The usual method of verification is through the Employment Verification (I-9) Form.

With the submission of this bid, the contractor hereby certifies without exception that such contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination for cause and any applicable damages.

Unless provided otherwise herein, all contractors are expected to be able to produce for the State any documentation or other such evidence to verify Contractor's IRCA compliance with any provision, duty, certification or like item under the contract.

Contractor will provide a copy of a signed Certification Regarding Immigration Reform and Control Form (http://admin.ks.gov/docs/default-source/ofpm/procurement-contracts/irca.doc) with the technical proposal.

3.35 Worker Misclassification:

The contractor and all lower tiered subcontractors under the contractor shall properly classify workers as employees rather than independent contractors and treat them accordingly for purposes of workers' compensation insurance coverage, unemployment taxes, social security taxes, and income tax withholding. Failure to do so may result in contract termination.

3.36 Injunctions:

Should Kansas be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of the State, Contractor shall not be entitled to make or assert claim for damage by reason of said delay.

3.37 Statutes:

Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.

3.38 Federal, State and Local Taxes:

Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. The Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Contract. The State of Kansas is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the bidder's price quotation. Upon request, the State shall provide to the Contractor a certificate of tax exemption.

The State makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

3.39 Accounts Receivable Set-Off Program:

If, during the course of this contract the Contractor is found to owe a debt to the State of Kansas, agency payments to the Contractor may be intercepted / setoff by the State of Kansas. Notice of the setoff action will be provided to the Contractor. Pursuant to K.S.A. 75-6201 et seq, Contractor shall have the opportunity to challenge the validity of the debt. If the debt is undisputed, the Contractor shall credit the account of the agency making the payment in an amount equal to the funds intercepted.

K.S.A. 75-6201 et seq. allows the Director of Accounts & Reports to setoff funds the State of Kansas owes Contractors against debts owed by the Contractors to the State of Kansas. Payments setoff in this manner constitute lawful payment for services or goods received. The Contractor benefits fully from the payment because its obligation to the State is reduced by the amount subject to setoff.

3.40 Definitions:

A glossary of common procurement terms is available at http://admin.ks.gov/docs/default-source/ofpm/procurement-contracts/glossary-of-procurement-terms.doc.

4. OTHER TERMS AND CONDITIONS

4.1. Definite Quantity Contract:

This Request is for a close-ended contract between the Contractor and the State to furnish a predetermined quantity of a good or service in a given period of time.

4.2. On-Site Inspection:

Failure to adequately inspect the premises shall not relieve the Contractor from furnishing without additional cost to the State any materials, equipment, supplies or labor that may be required to carry out the intent of this Contract. Submission of a proposal shall be construed as evidence that the bidder has made necessary examination, inspection and investigation. Failure to properly inspect the site may result in rejection of the bidder's response.

4.3. Experience:

All bidders must describe applicable experience of active participation in the applicable industry, providing equipment/services comparable in size and complexity to those specified herein.

Bidders may be required to furnish information supporting the capability to comply with conditions for bidding and fulfill the contract if receiving an award of contract. Such information may include, but not be limited to, a list of similar size and type projects the bidder has completed.

4.4. Payment:

Payment under Option A will be:

A. The Owner will make partial payments to the Contractor for the value, proportionate to the amount of the Contract, of all labor and material incorporated in the work during the preceding calendar month upon receipt of certification from the Project Architect/Engineer and approval of the Owner and the Office of Facilities and Procurement Management. No payment will be made to the Contractor until Procurement and Contracts has received all documentation required to be submitted by the Contractor.
B. The Contractor shall submit to the Project Architect/Engineer a request for certification for each payment, on current AIA documents G702 and G703. Contractors shall be responsible for securing their own AIA forms. Each item identified on the Schedule of Values shall be broken down into material and labor as separate items on the G703. This request for certification shall be submitted in the number of copies directed, and shall include the Contractor's detailed estimate of all items and activities of work to be performed, in the space provided on the form. If requested, the statement shall be supported by such evidence as may be required, showing the Contractor's right to the payment claimed.
1. Project architect/engineer will review, approve and forward undisputed requests to the Owner within seven (7) days of receipt.

C. Periodic estimates of Work completed shall be correlated with the schedule of values and furnished to the Project Architect/Engineer with requests for partial payment.
D. Request for payment for preparatory work and materials delivered and suitably stored at the site to be incorporated into the work at some future period, will be given due consideration. The Project Architect/Engineer may, under certain circumstances, approve payment up to ninety percent (90%) of the value of manufactured products delivered to a suitable warehouse at or near the locale of the project. Stored products shall be insured to one hundred percent (100%) of their value. Proof of said insurance shall be given to the Project Architect/Engineer. A bill of sale and their costs, including an itemized inventory of all stored products, shall be obtained and provided the Project Architect/Engineer. Approval of the surety company of the Contractor shall also be obtained and provided to the Project Architect/Engineer before these items are stored. Insurance for stored materials shall include transportation from the warehouse to the job site.
E. Payments by the Owner will be due within thirty (30) days after receipt of certified request for payment from the Project Architect/Engineer.
F. Ten percent (10%) of the Work Completed to Date will be retained on each payment request until final completion and acceptance of all Work covered by the Contract.
1. Upon 50% completion, the Office of Facilities and Procurement Management, Owner and Project Architect/Engineer may reduce retainage to a minimum of 5% of the total project cost upon the following conditions:
(a) Reduction of retainage is not automatic. Any reduction must be requested. Approval may be withheld for a variety of reasons, to include progress not on schedule, concerns about quality of work, etc. Applications for payment that assume a reduction before it is approved will be returned for correction, thus delaying payment.
(b) Retainage of 10% is mandatory if the critical path progress of the work is not on schedule, including previously agreed upon change order days. If retainage had been reduced on previous applications for payment, and work falls behind the critical path schedule, retainage will revert back to the full 10% of the total invoiced cost to date on all applications until the work is back on schedule.
2. Retainage will be released on any undisputed payment within thirty (30) days after Substantial Completion of the project. When a subcontractor continues to work on the project after Substantial Completion, the Owner may withhold that portion of the retainage attributed to the subcontractor until thirty (30) days after the work is completed.
G. All material and work covered by partial payments shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and adequate protection from weather, damage, vandalism, theft, and fire of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the Contract.
H. If overpayment occurs, the Owner has the right to stop payment applications until the actual Work completed is equal to the payment applications and certified by the Project Architect/Engineer to be in compliance with the contract documents.
I. Final payment will be made within thirty (30) days after final completion of the work.
J. Prior to the issuance of final payment, the Contractor shall submit a certification that all debts and claims against this project have either been paid in full or otherwise satisfied in the form of an Affidavit of Contractor.
K. No recourse shall be had against any individual employee or agents of the State of Kansas, or officer thereof, for any payment under the contract or any claim based thereon.

4.4.1. PAYMENTS BY CONTRACTOR
A. The Contractor shall pay within seven (7) days of receipt of payment from the Owner, each subcontractor out of the amount paid to the Contractor on account of each subcontractor's work, the amount to which said subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the

Contractor on account of each subcontractor's work. The Contractor shall, by an appropriate agreement with each subcontractor, require each subcontractor to make payments to his sub-subcontractors in similar manner.

4.4.2. SUBCONTRACTOR PAYMENT INDEMNIFICATION

A. The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material suppliers, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, incurred in the furtherance of the performance of this Contract.

4.4.3. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

A. The making of final payment shall constitute a waiver of all claims by the Owner except those arising from:

1. unsettled liens
2. faulty or defective work appearing after Final Project Completion
3. failure of the Work to comply with the requirements of the Contract Documents, or
4. terms of any special guarantees or warranties required by the Contract Documents.

B. The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unsettled.

Payment under Option B:

Payment under option B will be determined by the lease to Own mutually agreed provisions.

Payment date and receipt of order date shall be based upon K.S.A. 16-1903(c) the Fairness in Public Construction Act. This Statute requires state agencies to pay the full amount due for goods or services on or before the 30th calendar day after the date the agency receives such goods or services or the bill for the goods and services, whichever is later, unless other provisions for payment are agreed to in writing by the Contractor and the state agency. NOTE: If the 30th calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

Payments shall not be made for costs or items not listed in the Contractor's response.

4.5. Materials and Workmanship:

The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by this Contract, within the time specified, in accordance with the provisions as specified.

The contractor shall be responsible for all work put in under these specifications and shall make good, repair and/or replace, at the contractor's own expense, as may be necessary, any defective work, material, etc., if in the opinion of agency and/or Procurement and Contracts said issue is due to imperfection in material, design, workmanship or contractor fault.

4.6. Industry Standards:

If not otherwise provided, materials or work called for in this contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

4.7. Subcontractors:

Kansas Statute K.S.A. 75-3741, as amended, requires a Bidder to list and identify the "Major Sub-Contractors" for Mechanical Construction, Plumbing Construction, or Electrical Construction included as a part of the Proposal, when a single contract for the "Project as a whole" is to be awarded.

The State of Kansas requires tax clearance certificates for all subcontractors be submitted with the technical proposal, and that the bidder additionally provide subcontractor(s) legal company name, contact information and tax ID number (FEIN/TIN) as well.

4.8. Bid Guaranty:

The Director of Purchases requires that a bid guaranty in the amount of five percent (5%) of the total bid be submitted by all bidders to ensure faithful performance with the conditions of this RFP. A bid guaranty must be one of the following: (1) certified check, cashier check, or certificate of deposit payable to the State; or (2) a properly executed bid bond payable to the State.

All checks or certificates of deposit submitted as a bid guaranty shall be returned after contract award unless the guaranty shall serve as a performance guaranty for the successful bidder. Bonds will not be returned. If the successful bidder fails or refuses to enter into a written contract, the State shall retain the bid guaranty as liquidated damages.

4.9. Public Works Bond:

Option A:

The Contractor shall file with the Director of Purchases a Public Works Bond as required by K.S.A. 60-1111, as amended, in an amount equal to one hundred percent (100%) of contract price and shall be filed with the Clerk of the District Court in the County where the project is being constructed.

The bond will be released upon the completion of this contract subject to total or partial forfeiture for failure to perform adequately the terms of this contract. If damages exceed the amount of the guaranty, the State may seek additional damages. A Public Works Bond is not required for projects with a contract price below $100,000.00.

Necessary bond forms will be furnished by Procurement and Contracts and can be completed by any General Insurance Agent. Bonds shall be issued by a Surety Company licensed to do business in the State of Kansas.

Option B:

A Public Works Bond will be required.

4.10. Performance Guaranty/Bond:

Option A:

The Contractor shall file with the Director of Purchases a performance guaranty/bond in the amount of 100 % of the contract price. The guaranty shall be released upon the completion of this contract subject to total or partial forfeiture for failure to adequately perform the terms of this contract. If damages exceed the amount of the guaranty, the State may seek additional damages.

A performance guaranty must be one of the following: (1) certificate of deposit payable to the State; or (2) a properly executed bond payable to the State.

Necessary bond forms will be furnished by Procurement and Contracts and can be completed by any General Insurance Agent. Bonds shall be issued by a Surety Company licensed to do business in the State of Kansas.

Option B:

A Performance Guaranty/Bond will be required.

4.11. Equipment:

All proposed equipment, equipment options, and hardware expansions must be identified by manufacturer and model number and descriptive literature of such equipment must be submitted with the bid response.

4.12. Implied Requirements:

All products and services not specifically mentioned in this RFP, but which are necessary to provide the functional capabilities described by the specifications, shall be included. Other products required to make the described software functional shall be identified in the bidder's response.

4.13. Warranty:

Bidders shall indicate the type and extent of the warranty for all equipment, hardware, software, and services proposed. The State requires a "standard" warranty of 1 year. This warranty shall be included in the cost of the equipment.

The Contractor will be the sole point of contact on any problems with the equipment or systems during the warranty period.

The Contractor shall be responsible for all work performed under these specifications. The Contractor shall make good, repair and replace, at the Contractor's own expense, as may be necessary, any defective work, material acceptance, if in the opinion of agency or Procurement and Contracts said defect is due to imperfection in material, design, or workmanship for the warranty period specified.

4.14. Acceptance:

No contract provision or use of items by the State shall constitute acceptance or relieve the Contractor of liability in respect to any expressed or implied warranties.

4.15. Submission of the Bid:

Submission of the bid will be considered presumptive evidence that the bidder is conversant with local facilities and difficulties, the requirements of the documents and of pertinent State and/or local codes, state of labor and material markets, and has made due allowances in the proposal for all contingencies. Later claims for labor, work, materials, equipment, and tax liability required for any difficulties encountered which could have been

foreseen will not be recognized and all such difficulties shall be properly taken care of by Contractor at no additional cost to the State of Kansas.

4.16. Alternate Proposals/Equivalent Items:

Bids on goods and services comparable to those specified herein are invited. Whenever a material, article or piece of equipment is identified in the specifications by reference to a manufacturer's or vendor's name, trade name, catalog number, etc., it is intended to establish a standard, unless otherwise specifically stated. Any material, article or equipment of other manufacturers or vendors shall perform to the standard of the item specified. Equivalent bids must be accompanied by sufficient descriptive literature and/or specifications to provide for detailed comparison. Samples of items, if required, shall be furnished at no expense to the State and if not destroyed in the evaluation process, shall be returned at bidder's expense, if requested.

The State of Kansas reserves the right to determine and approve or deny "equivalency" in comparison of alternate bids.

4.17. Certification of Materials Submitted:

The response to this RFP, together with the specifications set forth herein and all data submitted by the bidder to support the response including brochures, manuals, and descriptions covering the operating characteristics of the item(s) proposed, shall become a part of any contract between the Contractor and the State of Kansas. Any written representation covering such matters as reliability of the item(s), the experience of other users, or warranties of performance shall be incorporated by reference into the contract.

4.18. Inspection:

The State reserves the right to reject, on arrival at destination, any items which do not conform with specification of the Contract.

4.19. Bidder Contracts:

Bidders must include with their RFP response, a copy of any contracts, agreements, licenses, warranties, etc. that the bidder would propose to incorporate into the any contract generated from this Bid Event. (State of Kansas form DA-146a remains a mandatory requirement in all contracts.)

4.20. Transition Assistance:

In the event of contract termination or expiration, Contractor shall provide all reasonable and necessary assistance to State to allow for a functional transition to another vendor.

4.21. Award:

Award will be by line item or group total, whichever is in the best interest of the State of Kansas.

5. SPECIFICATIONS

5.1 General Summary

This Request for Proposal (the "RFP") is issued by State of Kansas to solicit proposals and qualifications from vendors. The goal is for the vendors to provide proposals for:

Option A – providing the construction of the Energy and Service Center (ESC).

Option B – to provide the construction financing of the ESC in the best interest of the State of Kansas.

The Option B Vendors may be:

1) Developers that describe their proposal and capabilities to finance and construct the ESC improvements.
2) Energy Service Companies (ESCOs) that describe their proposal and capabilities to finance and Construct an ESC improvements and additional improvements on the Capital Complex to supplement their proposal.

The Vendor will actively work with the State assisting them with decisions on the design and construction of the ESC with the State of Kansas.

The Vendor is asked to put together a package for financing of a "lease to own" the ESC. This project is to be a Private/Public Partnership with no capital cost to the State of Kansas.

5.2 History/Existing Conditions

The Capitol Complex was served by a Central Utility Steam Plant located at or near 7th and Van Buren, owned and operated by Kansas Power and Light, providing heat for downtown buildings. Abandoned steams lines are still located below the sidewalk along Van Buren. In approximately 1984, the downtown distributed steam system was shut down and the Docking Boiler Plant was constructed to serve the State buildings served by that system. Steam lines were installed from Docking to the Capitol ("Capitol or Statehouse") and then tied into the old downtown brick tunnel system on the east side of the Capitol. This old tunnel fed the Landon Building ("Landon"), and Memorial Hall ("Memorial"). Heat was fed to the Kansas Judicial Center via direct buried pipes from the old tunnel. This nearly 100-year-old tunnel system began to deteriorate and it was decided to partially replace the system with tunnels between the Capitol and Landon, piping through Landon and Memorial Hall, through a new tunnel between Memorial and Curtis Building ("Curtis"), through Curtis and to Kansas Judicial Center via a new tunnel constructed between Curtis and the Kansas Judicial Center. The work was completed in 2010 at a cost of $4.8 million. The steam plant in Docking currently serves Docking, the Capitol, Landon, Memorial, Curtis, and the Kansas Judicial Center. Eisenhower State Office Building ("Eisenhower") has its own boiler system.

Currently, the boilers and chillers to heat and cool the Capitol Complex are located in the basement and sub-basement of Docking. Before the building can be demolished, a new facility to house the equipment and maintenance shops will have to be constructed. Existing equipment that will be relocated as a part of the project includes two new 400-ton chillers and associated drives, pumps and valves. Existing electrical switchgear, generator, and associated equipment must also be relocated, if feasible.

The chilled water system from Docking to the Capitol was extended from the Capitol to Landon, and through Landon to Memorial with the new tunnel addition. While Docking, Landon, and Memorial have their own chillers, combining them allows economy of maximizing the loads on the running chillers and not running

multiple chillers partially loaded. The Capitol is supplied with chilled water from two Capitol chillers installed in 2012 in Docking. Curtis has a different type of distributed cooling system. Eisenhower and Kansas Judicial Center also have their own chiller systems.

5.3 State of Kansas Capitol Complex

The 31,300 square foot proposed ESC has been located as close as possible to the utilities of steam and chilled water to minimize the costs of tunnels and piping. The ESC will be located close to the Capitol Complex for ease of staff to access the buildings.

The facility will be built for a minimum 50-year service life. An energy efficient operation is important. Efficiency of space utilization for the shop areas shall be considered.

The ESC will house new boilers that will provide the steam heat for the Capital Complex. The Statehouse chillers and a new chiller will provide cooling for the Statehouse and connect to the existing chilled water distribution system.

In addition to the chillers and boilers, the building will house the Capitol Police (Troop K). The ESC will house the Department of Administration Lock Shop, Construction Crew, HVAC Crew, and Electrical Crew, as well as, the Department's warehouse.

The project to build the ESC also includes the construction of a tunnel to connect the facility to the Statehouse. The piping from the Center will continue thru the tunnel and Statehouse to reconnect back to the distribution piping coming from Docking.

The State of Kansas has engaged a Team of Professional Architects and Engineers to design the Center and Tunnel system. The consultant fees are included in the amount financed. The State of Kansas's scope of work to the Consultants' is in a project program.

The construction schedule has been developed by the State of Kansas (attached).

5.4 State of Kansas Utilities – Electrical

The State of Kansas receives electric service from Westar Electric as a medium general service customer. The State of Kansas consumes 30,000,000 KWh of electricity per year on the Capital Complex. The buildings have individual service feeds from Westar Electric. The ESC will have its own independent feed from the other buildings. The annual estimated electrical usage for the ESC is 1,544,990 kWh at a cost of $146,602. The annual cooling provided by the facility is estimated to be 2,344,355 gpm. The estimated cooling only costs are $100,220. The total generating costs are $0.204 per gpm of cooling.

5.5 State of Kansas Utilities – Natural Gas and Steam

The annual natural gas usage for the Capital Complex is approximately 27,000 MCF. The Docking State Office building has 3 – 300 BHP boilers and 1-400 BHP Boiler. It provides steam heat for the Capital Complex. Boilers in the ESC will replace the boilers in Docking. All heat for the complex will be out of the ESC; the other Capital Complex buildings do not have gas service. Eisenhower is the exception; it has its own boiler heating system and gas service to the building. The estimated annual gas usage for the ESC is 41,463 MCF at a cost of $247,949.00. The annual steam production for the facility is estimated at 47,076,481 lbs. of steam, at an annual direct cost of $392,343. The total generating costs per pound of steam is $0.0217.

5.6 Option A – Construction of New Energy and Service Center

This option shall be strictly for the lump sum pricing to build the ESC. Technical proposals shall include contractor pre-qualifications, bonding and insurance. The plans, specifications, and any resulting addenda will be attached to this bid event and found at:

http://admin.ks.gov/offices/procurement-and-contracts/bid-solicitations

After accessing this link, scroll down and point and click on the Bid Number, and then scroll down and find the Bid Files that are attachments to the bid event.

This option will have Bond Requirements as described in the specifications. A Bid Bond will need to be submitted with the bid. The lump sum bid price shall be submitted on the Bid Form provided in the specifications. All bidding contractors must complete the prequalification process noted in the specifications.

In this option, the vendor is to provide an ESC according to the design documents provided by the State of Kansas. At the initial outset of the bid period, the documents will not be 95% complete. Prior to the final bid proposal, final bid documents will be provided on the link. Vendor is encouraged to ask any questions regarding the defined scope of work, clarifications, etc. during the questions and answer period, prior to the final bids being given.

The price will be a lump sum. The construction of the tunnel and plant is on the critical path of changes on the Capital Complex. Under the negotiated procurement process, the contractor may submit additional proposals with different costs and time schedules. The estimated costs of the Energy and Service Center is not to exceed $11 million.

5.6.1 Contractor Pre-Qualification

A. This project requires that all contractors wishing to bid as the prime must be pre-qualified by the Office of Facilities and Procurement Management.
B. Plans will not be sent to prime contractors that are not pre-qualified.
C. For more information on pre-qualification please visit our website at http://www.da.ks.gov/fp/ and follow the links to contractor pre-qualification or call (785) 296-8899.
D. Bids submitted by contractors not pre-qualified will be returned to the bidder unopened.

5.6.2 Bidder Qualifications:

A. Any or all bidders may be required by the Director, Procurement and Contracts to furnish information to support the bidder's capability to comply with conditions for bidding and to fulfill the Contract if awarded the Contract. Such information may include, but not be limited to, the following:
1. Proof of registration with the Kansas Director of Taxation by non-resident Bidders (K.S.A. 79-1009).
2. Proof of registration with the Kansas Secretary of State by foreign corporations.
3. List of projects of similar size and type the bidder has constructed or in which the bidder has been engaged in a responsible capacity.
4. Evidence the bidder maintains a permanent place of business.
5. A current financial statement.
6. Contractor's Compliance Report and Plan of Action in accordance with provisions of the Kansas Act Against Discrimination (K.S.A. 1978, Supp. 44-1030 and 44-1031).
7. When applicable, provide proof of bidder's authorization for removal, handling and disposal of friable asbestos containing material by attachment of a copy of the Kansas Department of Health and Environment's license to perform said activities. (Ref. K.S.A. 65-5301 et seq.)

5.7 Option B – Lease To Own And Operate the New Energy and Service Center

In this option, the vendor is to provide an ESC according to the design documents provided by the State of Kansas. At the initial outset of the bid period, the documents will not be 95% complete. Prior to the final bid proposal, final bid documents will be provided on the link. Vendor is encouraged to ask any questions regarding the defined scope of work, clarifications, etc. during the questions and answer period, prior to the final bids being given.

The construction of the tunnel and plant is on the critical path of changes on the Capital Complex. Under the negotiated procurement process, the contractor may submit additional proposals with different costs and time schedules.

This option includes 2 (two) phases. Phase I will be the "Proposal Phase" and Phase II will be the "Implementation Phase". (This Option shall include Technical Proposals and Cost Proposals.)

5.7.1 Phase I – Proposal Phase

State of Kansas plans to lease to own and operate the Energy and Service Center. Vendors should include the option for the Vendor to Own and Operate the ESC. The State of Kansas will make the lease payments of the project financing from State budgets, with annual energy savings that become available with the installation of the ESC, or other financial benefits as identified by the Vendors. The State of Kansas will continue to do maintenance, operation, and management of the facility. Under the Vendor Operation option, the maintenance, operation and management of the facility will be by the Vendor. The proposals shall provide the projected cost of maintenance, operations and management of the ESC.

The vendor may propose changes to the design of the ESC. Cost savings changes will be considered when awarding the bid. If the Vendor proposes to increase the scope of work, the increase must be approved by the State of Kansas. The additional scope of work and costs must be reflected in their proposal.

ESCOs that will require additional monitoring, data collection, connection to the Outside internet will have to be identified by the vendor. The responsibility and expenses of this must be identified in the proposal.

The State of Kansas will negotiate mutually acceptable contract terms and conditions with the selected vendor.

The goal of this Phase is to present the project structure, perform an economic life cycle analysis, identify how performance will be monitored, and provide the payment schedule for the State. In this proposal Phase, the vendor will present their financial solution to fund the construction of the energy and service center project. The solutions may be limited to the project itself, or to also include the buildings connected to the distribution system supplied by the center.

The State of Kansas has developed a proposed schedule for the project. The vendor will work with the State of Kansas to keep the project on schedule and not delay the construction of the building and tunnels.

The Project Vendor will work with State of Kansas to: (if necessary for the Vendor's proposal)

1. Evaluate and determine the best combination of options for the center.
2. Evaluate the feasibility and perform payback analysis
3. Identify operation and maintenance service costs, metering requirements, and compliance criteria.
4. Develop project and payback schedule(s).

5. Prepare a plan for early buyout by the State, listing any fees and penalties.

5.7.2 Phase II – Project Implementation Phase

Upon the completion of Phase 1, State of Kansas will determine whether to proceed with Phase II. Phase II will be the determination and negotiation of the terms and conditions of the "Lease to Own" contract.

For ESCOs, in Phase II implementation of the energy conservation measure will be reviewed for additional construction, metering, equipment and other improvements that will need to be completed. Evaluations of your proposal will utilize as guidelines and methodology the requirements under the Kansas Corporation Commission for Energy Service Companies, if applicable.

5.8 RFP Response Requirements

The following information should be included in the RFP response in the following order:

5.8.1 Executive Summary

Provide a summary of the scope of services that your organization plans to provide. Specify your understanding of State of Kansas's objectives, anticipated challenges, and the level of effort that is required to successfully deliver the financing and the implementation of the project.

5.8.2 Team/Company Qualifications

Describe you firm's organizational structure including any limited partnerships and how they are applied to this proposed project.
List all the intended sub-contractors for this project and their respective scopes of work.
Identify the point of contact individual with their title, phone number, email address, and full mailing address.
Describe your company's experience and qualifications in the following areas:
1. Experience with completing projects on State of Kansas facilities or similar facilities.
2. Experience with projects with State of Kansas.
3. Describe your project management skills and approach to quality, budget, schedule and risk mitigation.
4. Describe your skills and approach to commissioning, start up and training of State of Kansas staff related to a complex utility plant project.
5. Describe your qualifications and approach with financing large capital projects in the energy industry.
6. Provide evidence of ability to secure the financing requirements outlined in this RFP.
7. Identify your bonding agent, current maximum bonding capacity and rate.
8. Provide proof of licensure in the State of Kansas.
9. Provide information on any current or prior litigation going back 10 years or less.
10. Provide information on any law suits your company is involved in with regards to performance based contracts.

5.8.3 Project References

Provide references of installation projects in the United States, preferably similar to the proposed system for State of Kansas.
1. Client Name: _____
2. Contact Person and Phone Number: _____
3. Installation Date: _____
4. Project Cost: _____

5. Source of Project Funding:_____
6. Project duration in months:_____
7. Team Members who worked on the project: _____

5.8.4 Team Members Qualifications and Experience

Provide resumes of the team members referenced in the organizational chart and their respective role and experience with the referenced projects. For each team member, provides evidence of experience with energy, utility or other facilities on a centralized complex.

5.8.5 Summary Table

Based on your firm's experience as a project developer please provide the following:

Financial Interest Rate for a 10 year term, a 15 year term, and 20 year term, if the project is being implemented today:

10 year term:	_____ %
15 year term:	_____ %
20 year term:	_____ %

If necessary, as part of the Vendor's proposal:

Engineering Fees:	_____ % of Project Cost
Project Management Fees:	_____ % of Project Cost
Legal / Bonding Fees:	_____ % of Project Cost
Overhead General Fees:	_____ % of Project Cost

5.8.6 Partnership Value to State of Kansas/Terms and Conditions

What additional value can your firm bring to State of Kansas with the design and construction of this project, such as educational tools, presentation seminars, dashboards, grants, rebates, price discounts, ability to fix prices for a predetermined period of time, etc.

The Parties will mutually negotiate the terms and conditions of the Lease to Own agreement..

5.9 Additional Requirements

Insurance Requirements

Firms must provide an insurance certificate as part of their proposal submittal showing evidence of the below, if they propose to be working on site. If you cannot meet these requirements currently, then proposals must include a statement agreeing to meet these requirements at no additional cost by the time of contract signing. Failure to meet this requirement in your RFP response may eliminate your company's proposal**.**

A. The Vendor shall not commence work under this Contract until the Vendor has obtained all the insurance required under this Article and such insurance has been approved by the State of Kansas under the terms of this agreement. The Vendor shall not allow any subcontractor to commence work on the subcontract until the insurance required of the subcontractor has been so obtained and approved.
Companies providing insurance coverage must be authorized to transact the business of insurance in Kansas as an authorized insurer or eligible "non-admitted" insurer in accordance with K.S.A. 40-214 and K.S.A. 40-246e, respectively. Automobile liability and workers compensation insurance coverage must be obtained from insurers

that are "authorized" to transact the business of insurance in Kansas pursuant to K.S.A. 40-3103 and K.S.A. 44-532, respectively.

B. The Vendor shall procure and maintain at its expense, from the date of the Vendor's receipt of a Notice to Proceed until acceptance of the entire work by the State of Kansas, the following insurance:

1. Worker's compensation insurance for the Vendor, all partners and employees working on the project. The Vendor shall require all subcontractors to provide workmen's compensation for themselves, their partners and employees to be engaged in such work unless the subcontractor's employees are covered by the Vendor's workers' compensation coverage. The Vendor and all subcontractors shall include employer's liability coverage with a one hundred thousand dollars ($100,000) limit for each accident; disease-policy limit; and disease-each employee limit.

2. Commercial general liability insurance, in an amount not less than five hundred thousand dollars ($500,000) each occurrence for bodily injury and property damage, a general aggregate of one million dollars and a products-completed operations aggregate of one million dollars ($1,000,000). Commercial general liability shall include the following coverages: operations; broad form property damage; completed operations; independent contractors and contractual.

3. Automobile liability insurance in an amount not less than five hundred thousand dollars ($500,000) for bodily injury and for property damage combined. Said coverage shall cover all owned, non-owned or hired vehicles of the vendor.

4. If asbestos abatement coverage is not included in commercial general liability policy, provide a separate policy which does provide coverage for asbestos abatement. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

a. Asbestos abatement liability coverage $1,000,000 each occurrence/$1,000,000 aggregate.

b. Insurance carrier and policy type (claims made/occurrence) are subject to acceptability by State of Kansas. Claims made policies are acceptable if there is an unlimited extended reporting period endorsement purchased upon discontinuance of the claims made policy.

5. Automobile liability insurance in an amount not less than $500,000 for bodily injury and for property damage combined. Said coverage shall cover all owned, non-owned or hired vehicles of the vendor.

a. Vehicles used for hauling of asbestos waste - asbestos abatement liability coverage $500,000 for bodily injury and for property damage combined/$1,000,000 aggregate.

b. In lieu of the General Vendor providing the insurance required in paragraphs B(4) and B(5), the General Vendor's abatement subcontractor may provide this coverage.

C. Scope of insurance and special hazards: The insurance provided under paragraph B above shall provide protection for the Vendor and his subcontractors against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by him, and also against any of the following special hazards which may be encountered in the performance of work under this Contract such as but not limited to: blasting, explosion, collapse, underground, rigging and hoisting, railroad protective, elevators and hoists.

D. Special form builder's risk: For this project, the principal contractor shall procure and maintain special form builder's risk insurance to include theft to protect the mutual interest of the owner and the contractor in an amount of one hundred percent (100%) of the contract price. No other contractor is required to carry the special form builder's insurance on this project. The insurance is to apply from the contractor's receipt of a Notice to Proceed until acceptance of the entire work by the owner.

Bonds

A. A Performance Bond shall be furnished to the State of Kansas by the Vendor in an amount equal to one hundred percent (100%) of the Contract price as security for the faithful performance of this Contract and as security for the payment of all persons performing labor and furnishing materials in connection with this Contract. Bonds are to cover all claims discovered during construction or prior to the end of the warranty period.

B. A Public Works Bond as required by K.S.A. 60-1111 shall be furnished to the State of Kansas by the Vendor in the amount of one hundred percent (100%) of the contract price and shall be filed with the Clerk of the District

Court in the county where the Project is being constructed. A Public Works Bond is not required for projects with a contract price below $100,000.

C. Bonds shall be issued by a surety company authorized by Kansas law and returned within 15 calendar days.

Assignments

A. The Vendor shall not assign the whole or any part of this Contract or any moneys due or to become due hereunder without written consent of the State of Kansas; Office of Facilities and Procurement Management; Director of Procurement and Contracts and the Director of Accounts and Reports. In case the Vendor assigns all or any part of any moneys due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Vendor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Contract.

B. Such assignment shall not be made without the consent of the surety unless the surety has waived its right to notice of assignment.

6. PRICING INFORMATION

Technical Proposals are to be separated from Cost Proposals. See Section 2 for details.

Option A

This option requires the use of the Bid Form provided in the specifications.
A Bid Bond will be required as detailed in the specifications.
Certificates of Tax Clearance are required for the General Contractor and the named major subcontractors.
Technical Proposals are required for this option. The technical proposals will include proof of contractor prequalification, bid bond, and insurance information as outlined in 5.6.

Option B

See Section 5 for complete details.
Technical and Cost Proposals are required.

State of Kansas
Department of Administration
DA-146a (Rev. 06-12)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20____.

1. **Terms Herein Controlling Provisions**: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. **Kansas Law and Venue**: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

3. **Termination Due To Lack Of Funding Appropriation**: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. **Disclaimer Of Liability**: No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

5. **Anti-Discrimination Clause**: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

   Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

   The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total $5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract**: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. **Arbitration, Damages, Warranties**: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

8. **Representative's Authority To Contract**: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. **Responsibility For Taxes**: The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance**: The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

11. **Information**: **No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.**

12. **The Eleventh Amendment**: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

Procurement & Contracts
Office of Facilities & Procurement Management
900 S.W. Jackson St., Room 451 South
Topeka, KS 66612

Kansas
Department of Administration

Phone: (785) 296-2376
Fax: (785) 296-7240
http://admin.ks.gov/offices/procurement-and-contracts

Jim Clark, Secretary

Sam Brownback, Governor

AMENDMENT

Date:	April 16, 2015
Amendment Number:	1
Event Number:	EVT0003634
Closing Date:	**May 12, 2015, 2:00 PM local Topeka Time**
Procurement Officer: Telephone: E-Mail Address: Web Address:	David Stueve 785-296-0408 david.stueve@da.ks.gov http://da.ks.gov/purch
Item:	**New Energy and Service Center - Topeka**
Agency:	Department of Administration

Conditions:

1. The construction documents are now 100% complete. The former 60% construction documents have been removed. The location of these new additional files can be found by using the same link noted in the RFP document, and is provided here for your convenience: http://admin.ks.gov/offices/procurement-and-contracts/additional-files-for-bid-solicitations

2. The list of attendees for the pre-bid can be found as a new attachment to the bid event.

3. All companies who intend to submit a proposal must first be registered with the State of Kansas. The Bidder Registration process can be found by using the following link: http://admin.ks.gov/offices/procurement-and-contracts

4. All companies who intend to submit a proposal must first be formally invited to bid on the event. Please contact the Procurement Officer and ask to formally invited. You will need to complete the Bidder Registration process prior to this formal invitation from the Procurement Officer.

5. All companies are reminded to read the Event Details document and the RFP document carefully.

There are no other changes at this time.

It is the vendor's responsibility to monitor the Procurement and Contract's website on a regular basis for any changes/addenda. That link is provided here for your convenience:

http://admin.ks.gov/offices/procurement-and-contracts

Procurement & Contracts
Office of Facilities & Procurement Management
900 S.W. Jackson St., Room 451 South
Topeka, KS 66612

Kansas
Department of Administration

Phone: (785) 296-2376
Fax: (785) 296-7240
http://admin.ks.gov/offices/procurement-and-contracts

Jim Clark, Secretary

Sam Brownback, Governor

AMENDMENT

Date:	April 22, 2015
Amendment Number:	2
Event Number:	EVT0003634
Closing Dates:	**May 12 & 13, 2015, 2:00 PM CST Local Topeka Time**
Procurement Officer:	David Stueve
Telephone:	785-296-0408
E-Mail Address:	david.stueve@da.ks.gov
Web Address:	http://admin.ks.gov/offices/procurement-and-contracts
Item:	New Energy & Service Center
Agency:	Kansas Department of Administration

Conditions:

1. The closing date has been changed to a two day bid deadline. For details, see the questions and answers beginning on page two of this amendment.

2. The answers to vendor submitted questions can be found beginning on page two of this amendment.

3. The list of pre-bid attendees appears at the end of this amendment.

There are no other changes at this time.

A signed copy of this Addendum must be submitted with your bid. If your bid response has been returned, submit this Addendum by the closing date indicated above.

I (We) have read and understand this addendum and agree it is a part of my (our) bid response.

NAME OF COMPANY OR FIRM:_____

SIGNED BY:_____

TITLE:_____ DATE:_____

It is the vendor's responsibility to monitor the Procurement and Contract's website on a regular basis for any changes/addenda:

http://admin.ks.gov/offices/procurement-and-contracts

Questions and Answers

Bid Event EVT0003634

New Energy and Service Center

Q1: *In the 100% specifications received 4/17/2015, the table of contents lists "Volume 1" Documents A through I as part of the specifications. Documents A through I are not included in the 100% specifications. The 60% set released previously did include these sections. The entire 60% set was removed when the 100% set was uploaded, including the Volume 1 Documents. Please confirm if these will be issued for the 100% set.*

A1: **The documents A thru I are included in the main bid window (Document A – Notice To Bidders). All bids will adhere to the contents of these documents.**

Q2: *In reference to the 60% Documents, the Instruction to Bidders states that 3 hard copies and 1 electronic copy are required to be turned in at bid time. Due to complexity of closing out the lump sum proposal with subcontractors waiting until the last minute to turn their numbers in, it is difficult to provide all 3 copies and an electronic copy at the bid turn in time. We would like to request that the electronic and the 2nd and 3rd hard copy be turned in 24 hours later.*

A2: **For Option A:**

One (1) original of "Document C – Form of Bid" including the names of the major subcontractors will be allowed to be submitted by 2:00 PM local Topeka time on May 12, 2015 in the cost proposal envelope.

One (1) original bid bond, proof of contractor pre-qualification, insurance information, and the certificate of tax clearance for the general contractor will be allowed to be submitted by 2:00 PM local Topeka time on May 12, 2015 in the technical proposal envelope.

The second and third hard copy, the electronic copy, and the certificates of tax clearances for the named major subcontractors can be turned in by 2:00 PM local Topeka time on May 13, 2015, in a second technical proposal envelope.

All envelopes shall be clearly marked as to their specific contents and the required bid closing date.

Q3: *During the pre-bid meeting held on April 1st, the question was raised about the possibility of providing the Option B proposals 24 hours after the Option A proposal to give the leasing/finance companies time to analyze the construction costs and insert them into their Performa to create a lease rate. With the difficulties of trying to close out the construction costs and receiving subcontractor's bids at the last minute, it would be difficult to provide an accurate number that reflects the most current costs since they would need the information in advance of the due date. Please confirm that Option B can be submitted 24 hrs later.*

A3: For Option B: all proposals will be allowed to be turned in by 2:00 PM local Topeka time on May 13, 2015.

Q4: *It was mentioned in the Pre-Bid Meeting on April 1st and also mentioned in the 60% Instruction to Bidders that the project will be of best value and not necessarily on low dollar. Would it be possible to have the grading scale provided prior to the bid date?*

A4: A grading scale will not be provided. The general description of evaluating criteria for both Options will be experience, Option A – costs, Option B – finance costs, lease terms, and as indicated in the RFP document.

NOTE: The list of pre-bid attendees is included on the next page of this amendment.

END OF AMENDMENT FIVE.

STATE OF KANSAS SIGN - IN SHEET
Pre-Bid Conference – Department of Administration Facilities Management
New Energy and Service Center – Topeka, Kansas

Date: April 1, 2015 — Bid Evt # 0003634

NAME	Company/Agency Contact Information
DENNIS HAUGH	HTK ARCHITECTS dah@htkarchitects.net
BO HARRIS	CROSSLAND CONSTRUCTION bo.harris@crosslandconstruction.com nhumble@crosslandconstruction.com
STEVE SMITH	P1 GROUP STEVE.SMITH@P1Group.com
DOUG MAHNKEN	JOHNSON CONTROLS john.douglas.mahnken@jci.com
JOSH WILKENS	JOHNSON CONTROLS joshua.j.wilkens@jci.com
Bill Sims	M'Pherson Contractors, Inc 273-3882x103
LYNN HARRISON	Hutton / lharrison@huttoncontractor.com lharrison@Hutton
CURT ELLIOTT	JE DUNN CONSTRUCTION CURTIS.ELLIOTT@JEDUNN.COM
BILL SIXTA	OPTERRA ENERGY SERVICES WSIXTA@OPTERRAENERGY.COM
TONY YARBROUGH	CENTRAL BANK ~~OF~~ THE MIDWEST
Stephen Meuschke	Smeuschke@Mccarthy.com McCarthy
MARK HEIT	McCARTHY BUILDING CO. mheit@mccarthy.com
Brad Schoen	McCarthy bschoen@mccarthy.com
DAN FOLTZ	KBS CONSTRUCTORS, INC. danfoltz@kbsci.com

STATE OF KANSAS SIGN - IN SHEET
Pre-Bid Conference – Department of Administration Facilities Management
New Energy and Service Center – Topeka, Kansas

Date: April 1, 2015 Bid Evt # 0003634

NAME	Company/Agency Contact Information
Mike Gibson	Murray & Sons Construction 785-267-1961 leslie@murrayandsons construction.com
Jim Taylor	JCI 405-708-3274 jim.taylor@jci.com
BRAD HEINISCH	CENTRAL MECHANICAL CONST. CO 785-537-2437 brad.heinisch@centralmechanical.com
JOHN LONKER	CENTRAL MECHANICAL CONST. CO. 785.537.2437 john.lonker@centralmechanical.com
Koby Kampschroeder	Navitas 913-344-0030 kkampschroeder@navitas.us.com

Procurement & Contracts
Office of Facilities & Procurement Management
900 S.W. Jackson St., Room 451 South
Topeka, KS 66612

Kansas
Department of Administration

Phone: (785) 296-2376
Fax: (785) 296-7240
http://admin.ks.gov/offices/procurement-and-contracts

Jim Clark, Secretary

Sam Brownback, Governor

AMENDMENT

Date:	April 24, 2015
Amendment Number:	3
Event Number:	EVT0003634
Closing Dates:	**May 12 & 13, 2015, 2:00 PM CST Local Topeka Time**
Procurement Officer: Telephone: E-Mail Address: Web Address:	David Stueve 785-296-0408 david.stueve@da.ks.gov http://admin.ks.gov/offices/procurement-and-contracts
Item:	New Energy & Service Center
Agency:	Kansas Department of Administration
Conditions:	1. Please note that Addendum One from the Architect (consisting of seventeen pages) follows on the next page of this amendment.

There are no other changes at this time.

A signed copy of this Addendum must be submitted with your bid. If your bid response has been returned, submit this Addendum by the closing date indicated above.

I (We) have read and understand this addendum and agree it is a part of my (our) bid response.

NAME OF COMPANY OR FIRM:_____

SIGNED BY:_____

TITLE:_____ DATE:_____

It is the vendor's responsibility to monitor the Procurement and Contract's website on a regular basis for any changes/addenda:

http://admin.ks.gov/offices/procurement-and-contracts

CONTRACT ADDENDUM ONE
April 24, 2015

ISSUED BY:

Horst, Terrill, & Karst Architects, P.A.
900 S. Kansas Ave., Suite 200, Topeka, Kansas 66612
Contact: Dennis Haugh (dah@htkarchitects.net) of
Tel: 785-266-5373
Fax: 785-266-5270

NOTICE TO ALL BIDDERS FOR THE:

State of Kansas Energy and Service Center

221 SW 7th Street, Topeka, Kansas 66612

Project No. A-012651
HTK Project No.: 1410.03

You are instructed to read and note the following described changes, corrections, clarifications, omissions, deletions, additions, approvals and statements pertinent to the Contract Documents. Contract Addendum One is a part of the Contract Bid Documents and Construction Documents and shall govern in the performance of the Work. **(17 pages total)**

ADDENDUM ITEMS TO ADDRESS

BIDDING REQUIREMENTS AND CONTRACT CONDITIONS

Article 1-01: SPECIFICATIONS:

1. Remove the existing specification Table of Contents and insert the new revised Table of Contents attached to this addendum.

Article 1-05: SPECIFICATIONS

1. Section 08113 Aluminum-Framed Entrances and Storefronts shall be revised as follows:
   Part 2. Shall be revised to add the following:
   "2.3a SUN CONTROL DEVICES
   A. Subject to compliance with requirements, provide a comparable product by the following:
      1. Manufacturer: Kawneer.
      2 Series: Versoleil Sunshade Outrigger system
      3. Profile dimension: 30", with Planar Blades.
      4. Sunshade Members: Manufacturer's standard extruded or formed-aluminum framing members of thickness required and reinforced as required to support imposed loads.
      5. Fasteners and Accessories: Manufacturer's standard corrosion-resistant, nonstaining, nonbleeding fasteners and accessories compatible with adjacent materials. Where exposed shall be stainless steel.
      6. Perrimeter Anchors: When steel anchors are used, provide insulation between steel material and aluminum material to prevent galvanic action."

Article 1-09: SPECIFICATIONS

1. Add: Section 083483 Elevator Door Smoke Containment System, attached to this Addendum.

Article 1-04: SPECIFICATIONS

Section 084413 Glazed Aluminum Curtainwalls shall be revised as follows:
1. Part 1.4, C, b. shall be deleted. Blast resistant design is not required.
2. Part 1.6, B, LEED Submittals, shall be deleted.
3. Part 2. Shall be revised to add the following:

"2.3a SUN CONTROL DEVICES

A. Subject to compliance with requirements, provide a comparable product by the following:

1. Manufacturer: Kawneer.
2 Series: Versoleil Single Blade Horizontal Sunshade.
3. Profile dimension: 10".
4. Sunshade Members: Manufacturer's standard extruded or formed-aluminum framing members of thickness required and reinforced as required to support imposed loads.
5. Fasteners and Accessories: Manufacturer's standard corrosion-resistant, nonstaining, nonbleeding fasteners and accessories compatible with adjacent materials. Where exposed shall be stainless steel.
6. Perrimeter Anchors: When steel anchors are used, provide insulation between steel material and aluminum material to prevent galvanic action."

Article 1-06: SPECIFICATIONS

1. Section 088000 Glazing shall be revised as follows:
   Part 1 - General, 1.5 Performance Requirements, B., 5.: Shall be deleted.

Article 1-03: SPECIFICATIONS

1. Delete: Section 10 2113.13 Metal Toilet Compartments.
2. Retain: Section 102113 Toilet Compartments.

Article 1-02: SPECIFICATIONS

1. Add: Section 10 5300 Pre-Manufactured Aluminum Canopies, attached to this Addendum.

Article 1-07: SPECIFICATIONS

1. Section 122413 Roller Window Shades shall be revised as follows:
   Part 1 General:
   a. 1.2 Summary, 2.: Shall be deleted.
   b. 1.2 Related Sections, B.: Shall be deleted.
   c. 1.5 Quality Assurance, D.: Shall be deleted.

   Part 2 Products:
   a. 2.2 Applications/Scope, B.: Shall be revised to delete Shade Types 1, 2 and 3.
   b. 2.3 Shade Cloths, B.: Shall be deleted.
   c. 2.6 Components, B.: Shall be deleted.
   d. 2.7 Shade Motor Drive System: Shall be deleted.
   e. 2.8 Accessories, A. Fascia: Shall be revised to delete Shade types 1, 2, and 3.
   f. 2.5 Accessories, B.: Shall be deleted.

   Part 3 Execution:
   a. 3.3 Installation, B.: Shall be deleted.

Article 1-08: SPECIFICATIONS

1. Section 142400 Hydraulic Elevators shall be revised as follows:
   Part 1 General:
   a. 1.3 Allowances: Shall be deleted.
   b. 1.4 Coordination, B.: Shall be deleted.

   Part 3 Execution:
   a. 3.2 Installation, A. and B.: Shall be deleted.

END OF CONTRACT ADDENDUM ONE

*****RECEIPT OF THIS ADDENDUM IS TO BE ACKNOWLEDGED ON THE BID FORM*****

TABLE OF CONTENTS

VOLUME 1

Document A	Notice to Bidders	A-1 – 2
Document B	Instructions to Bidders	B-1 – 6
Document C	Form of Bid	C-1 – 3
Document D	General Conditions of the Contract	D-1 – 30
Document E	Supplemental General Conditions	E-1 – 3
Document F	Form of Contract (DA-141A)	F-1 – 2
Document G	Form of Performance Bond	G-1 – 1
Document H	Form of Public Works Bond	H-1 – 1
Document I	Form of Appointment of Service Agent	I-1 – 1

DIVISION 01 – GENERAL REQUIREMENTS

Section 01 2500	Substitution Procedures	01 2500-1 - 3
Section 01 2600	Contract Modification Procedures	01 2600-1 - 2
Section 01 2900	Payment Procedures	01 2900-1 - 3
Section 01 3100	Project Management and Coordination	01 3100-1 - 5
Section 01 3200	Construction Progress Documentation	01 3200-1 - 4
Section 01 3300	Submittal Procedures	01 3300-1 - 11
Section 01 3516	Alteration Project Procedures	01 3516-1 - 6
Section 01 4000	Quality Requirements	01 4000-1 - 7
Section 01 4200	References	01 4200-1 - 3
Section 01 4529	Structural Testing Laboratory Services	01 4529-1 - 19
Section 01 5000	Temporary Facilities and Controls	01 5000-1 - 10
Section 01 6000	Product Requirements	01 6000-1 - 3
Section 01 7300	Execution	01 7300-1 - 6
Section 01 7419	Construction Waste Management and Disposal	01 7419-1 - 11
Section 01 7700	Closeout Procedures	01 7700-1 - 4
Section 01 7823	Operation and Maintenance Data	01 7823-1 - 8
Section 01 7839	Project Record Documents	01 7839-1 - 3
Section 01 7900	Demonstration and Training	01 7900-1 - 4

DIVISION 02 – EXISTING CONDITIONS

Section 024119	Selective Demolition	024119-1 - 5

DIVISION 03 – CONCRETE

Section 03 3000	Cast-In-Place Concrete	03 3000-1 – 20
Section 03 5300	Concrete Topping	03 5300-1 - 3

DIVISION 04 – MASONRY

Section 04 2000	Unit Masonry	04 2000-1 - 17
Section 04 4200	Exterior Stone Cladding	04 2000-1 – 12
Section 04 7200	Cast Stone Masonry	04 4300-1 - 6

DIVISION 05 – METALS

Section 05 1200 Structural Steel Framing ..... 05 1200-1 - 9
Section 05 2100 Steel Joist Framing ..... 05-2100-1 - 3
Section 05 3100 Steel Decking ..... 05 3100-1 - 5
Section 05 4000 Cold Formed Metal Framing ..... 05 4000-1 - 9
Section 05 5000 Metal Fabrications ..... 05 5000-1 - 9
Section 05 5100 Metal Stairs ..... 05 5100-1 – 6
Section 05 5113 Metal Pan Stairs ..... 05 5113-1 - 8
Section 05 5213 Pipe and Tube Railings ..... 05 5213-1 – 7
Section 05 7300 Decorative Metal Railings ..... 05 7300-1 - 9
Section 05 7500 Decorative Formed Metal ..... 05 7500-1 - 5

DIVISION 06 – WOOD, PLASTICS, AND COMPONENTS

Section 06 1053 Miscellaneous Rough Carpentry ..... 06 1053-1 - 8
Section 06 4023 Interior Architectural Woodwork ..... 06 4023-1 - 10

DIVISION 07 – THERMAL AND MOISTURE PROTECTION

Section 07 1113 Bituminous Damproofing ..... 071113-1 - 3
Section 07 1326 Self-Adhering Sheet Waterproofing ..... 07 1326-1 - 5
Section 07 2100 Thermal Insulation ..... 07 2100-1 - 5
Section 07 2726 Fluid-Applied Membrane Air Barriers ..... 07 2726-1 - 7
Section 07 4213 Metal Wall and Soffit Panels ..... 07 4213-1 - 12
Section 07 4213.23 Metal Composite Material Wall Panels ..... 07 4213.23-1 - 7
Section 07 5423 Thermoplastic Polyolefin (TPO) Roofing ..... 07 5423-1 - 9
Section 07 6200 Sheet Metal Flashing And Trim ..... 07 6200-1 - 10
Section 07 7200 Roof Accessories ..... 07 7200-1 - 5
Section 07 8413 Penetration Firestopping ..... 07 8413-1 – 7
Section 07 8443 Joint Firestopping ..... 07 8443-1 - 6
Section 07 9200 Joint Sealants ..... 07 9200-1 - 9
Section 07 9500 Expansion Control ..... 07 9500-1 - 6

DIVISION 08 – OPENINGS

Section 08 1113 Hollow Metal Doors and Frames ..... 08 1113-1 - 11
Section 08 1416 Flush Wood Doors ..... 08 1416-1 - 7
Section 08 3113 Access Doors and Frames ..... 08 3113-1 - 4
Section 08 3323 Overhead Coiling Doors ..... 08 3323-1 – 12
Section 08 3483 Elevator Door Smoke Containment System ..... 08 3483-1 – 4
Section 08 3613 Sectional Doors ..... 08 3613-1 - 8
Section 08 4113 Aluminum-Framed Entrances and Storefronts ..... 08 4113-1 - 10
Section 08 4413 Glazed Aluminum Curtain Walls ..... 08 4413-1 – 9
Section 08 5653 Security Windows ..... 08 5653-1 - 3
Section 08 7100 Door Hardware ..... 08 7100-1 – 29
Section 08 7113 Automatic Door Operators ..... 08 7113-1 - 7
Section 08 8000 Glazing ..... 08 8000-1 - 9
Section 08 8300 Mirrors ..... 08 8300-1 – 6
Section 08 9119 Fixed Louvers ..... 08 9119-1 - 4

DIVISION 09 – FINISHES

Section 09 2216 Non-Structural Metal Framing ..... 09 2216-1 – 6
Section 09 2900 Gypsum Board Assemblies ..... 09 2900-1 - 7
Section 09 3000 Tiling & Shower Accessories ..... 09 3000-1 - 8

Section 09 5113 Acoustical Panel Ceilings ..... 09 5113-1 - 7
Section 09 6513 Resilient Base And Accessories ..... 09 6513-1 - 6
Section 09 6813 Tile Carpeting ..... 09 6813-1 - 6
Section 09 6900 Access Flooring .....09 6900-1 - 5
Section 09 9113 Exterior Painting..... 09 9113-1 – 5
Section 09 9123 Interior Painting..... 09 9123-1 - 8
Section 09 9635 Secondary Containment Coating System..... 09 9635-1 - 8

DIVISION 10 – SPECIALTIES

Section 10 1400 Signage .....10 1400-1 - 7
Section 10 2113 Toilet Compartments .....10 2113-1 – 5
Section 10 2213 Wire Mesh Partitions.....10 2226-1 – 6
Section 10 2600 Wall and Door Protection.....10 2600-1 – 4
Section 10 2800 Toilet, Bath, And Laundry Accessories .....10 2800-1 - 5
Section 10 4413 Fire Extinguisher Cabinets .....10 4413-1 -5
Section 10 4416 Fire Extinguishers ..... 10 4416-1 - 2
Section 10 5113 Metal Lockers .....10 5113-1 - 6
Section 10 5300 Pre-Manufactured Aluminum Canopies .....10 5300-1 - 7
Section 10 7500 Flagpoles .....10 7500-1 - 4

DIVISION 11 – EQUIPMENT – NOT USED

DIVISION 12 – FURNISHINGS

Section 12 2413 Roller Window Shades .....12 2413-1 - 8

DIVISION 13 – NOT USED

DIVISION 14 – NOT USED

Section 14 2400 Hydraulic Elevator.....14 2400-1 - 9

VOLUME 2

DIVISION 21 – FIRE SPRINKLER

Section 21 0500 Sprinkler System ..... 21 0500-1 - 9

DIVISION 22 – PLUMBING

Section 22 0500 Common Work Results for Plumbing ..... 22 0500-1 - 7
Section 22 0501 Extent of Contract Work and Codes ..... 22 0501-1 - 2
Section 22 0525 Seismic Protection ..... 22 0525-1 - 6
Section 22 0550 Identification for Plumbing Piping and Equipment ..... 22 0550-1 - 1
Section 22 1100 Domestic Water Drain, Waste, Vent and Roof Drain Piping..... 22 1100-1 - 2
Section 22 1113 Facility Water Distribution Piping ..... 22 1113-1 - 9
Section 22 1300 Hangers and Supports for Plumbing Piping and Equipment ..... 22 1300-1 - 2
Section 22 1313 Facility Sanitary Sewers..... 22 1313-1 - 16
Section 22 1400 General-Duty Valves for Plumbing Piping ..... 22 1400-1 - 1
Section 22 1500 Plumbing Piping Insulation..... 22 1500-1 - 2
Section 22 3125 Sewage Ejectors, Sump Pumps and Associated Piping Specialties ..... 22 3125-1 - 1
Section 22 3150 Fuel Oil Transfer Pumps ..... 22 3150-1 - 4

Section 22 5100 Plumbing Fixtures ..... 22 5100-1 - 1
Section 22 6100 Plumbing Equipment ..... 22 6100-1 - 3
Section 22 7100 Below Grade Fuel Storage Tanks and Containment Piping ..... 22 7100-1 - 3

DIVISION 23 – HEATING VENTILATING AND AIR CONDITIONING

Section 23 0500 Common Work Results for HVAC ..... 23 0500-1 - 8
Section 23 0501 Extent of Contract Work and Codes ..... 23 0501-1 - 2
Section 23 0525 Seismic Protection ..... 23 0525-1 - 6
Section 23 0550 Identification for HVAC Piping and Equipment ..... 23 0550-1 - 1
Section 23 0600 Existing Equipment to Be Relocated ..... 23 0600-1 - 2
Section 23 1100 Chilled Water, Steam & Steam Condensate Piping & Steam/Piping Specialties 23 1100-1 - 5
Section 23 1200 Expansion Compensators and Ball Joints ..... 23 1200-1 - 1
Section 23 1300 Hangers and Supports for HVAC Piping ..... 23 1300-1 - 3
Section 23 1400 Valves for HVAC Piping ..... 23 1400-1 - 2
Section 23 1500 HVAC Piping Insulation ..... 23 1500-1 - 2
Section 23 2100 Steam to Water Heat Exchangers ..... 23 2100-1 - 2
Section 23 2200 Steam Condensate Receivers and Pumps ..... 23 2200-1 - 1
Section 23 3100 Pumps ..... 23 3100-1 - 3
Section 23 5100 Meters and Gauges for HVAC ..... 23 5100-1 - 4
Section 23 6100 Ductwork ..... 23 6100-1 - 2
Section 23 6200 Ductwork Accessories ..... 23 6200-1 - 2
Section 23 6300 Ductwork Insulation ..... 23 6300-1 - 2
Section 23 7100 Modular Air Handling Units ..... 23 7100-1 - 2
Section 23 7200 Variable Air Volume Boxes ..... 23 7200-1 - 2
Section 23 7300 Diffusers, Registers, Grilles and Louvers ..... 23 7300-1 - 1
Section 23 7500 Fan Coil Units ..... 23 7500-1 - 2
Section 23 7600 Centrifugal Power Roof Exhaust Fans ..... 23 7600-1 - 2
Section 23 8100 Scotch Marine Packaged Boilers ..... 23 8100-1 - 9
Section 23 8200 Condensate Surge Unit ..... 23 8200-1 - 4
Section 23 8300 Deaerator Boiler Feedwater Unit ..... 23 8300-1 - 3
Section 23 8400 HVAC Water Treatment ..... 23 8400-1 - 1
Section 23 8500 Water Chillers ..... 23 8500-1 - 2
Section 23 9100 HVAC Instrumentation and Controls ..... 23 9100-1 - 11
Section 23 9500 Testing, Adjusting, and Balancing for HVAC ..... 23 9500-1 - 3

DIVISION 26 – ELECTRICAL

Section 26 0500 Common Work Results for Electrical ..... 26 0500-1 - 8
Section 26 0501 Extent of Contract Work and Codes ..... 26 0501-1 – 2
Section 26 0525 Seismic Protection ..... 26 0525-1 – 6
Section 26 0550 Identification for Electrical Systems ..... 26 0550-1 - 1
Section 26 0600 Existing Equipment to be Relocated ..... 26 0600-1 - 3
Section 26 1100 Raceway and Boxes for Electrical Systems ..... 26 1100-1 - 4
Section 26 1200 Hangers and Supports for Electrical Systems ..... 26 1200-1 - 1
Section 26 2100 Low-Voltage Electrical Power Conductors and Cables ..... 26 2100-1 - 2
Section 26 2200 Grounding and Bonding for Electrical Systems ..... 26 2200-1 - 2
Section 26 3100 Dry-Type Transformers ..... 26 3100-1 - 5
Section 26 4100 Panelboards ..... 26 4100-1 - 5
Section 26 5100 Wiring Devices and Cover Plates ..... 26 5100-1 - 4
Section 26 6100 Disconnect and Safety Switches ..... 26 6100-1 - 1
Section 26 6150 Fuses ..... 26 6150-1 - 3
Section 26 7100 Motor Controllers ..... 26 7100-1 - 7

Section 26 7200 Variable Frequency Drives ..... 26 7200-1 - 8
Section 26 8100 Lighting Fixtures ..... 26 8100-1 - 1
Section 26 9100 Diesel Engine Generator ..... 26 9100-1 - 2
Section 26 9200 Uninterruptible Power Supply ..... 26 9200-1 - 11

DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

Section 28 3111 Fire Alarm System ..... 28 3111-1 - 13

DIVISION 31 – EARTHWORK

Section 31 1000 Site Clearing……..31 1000-1 - 3
Section 31 2000 Earth Moving……31 2000-1 - 25
Section 31 2000 Appendix A, B & C - Geotechnical Engineering Report Boring Logs…..……31 2000-1 - 54
Section 31 2319 Dewatering……...31 2319-1 - 5
Section 31 5000 Excavation & Support……... .31 5000-1 - 5

Section 31 3116 Termite Control……31 3116-1 - 3

DIVISION 32 – EXTERIOR IMPROVEMENTS

Section 32 1216 Asphalt Paving ..... 32 1216-1 - 7
Section 32 1313 Concrete Paving ..... 32 1313-1 - 12
Section 32 1373 Concrete Pavement Joint Sealants ..... 32 3173-1 - 4
Section 32 9200 Turf and Grasses ..... 32 9200-1 - 10
Section 32 9300 Plants ..... 32 9300-1 - 15

DIVISION 33 – UTILITIES

Section 33 4100 Storm Utility Drainage Piping ..... 33 4100-1 - 15
Section 33 4600 Subdrainage ..... 33 4600-1 - 4

END OF TABLE OF CONTENTS

SECTION 08 3483 - ELEVATOR DOOR SMOKE CONTAINMENT SYSTEM

PART 1 – GENERAL

1.1 SUMMARY

A. Section Includes: Smoke detector activated elevator door smoke containment screen and control system designed to provide a tight-fitting, smoke- and draft-control assembly.

B. Products Supplied But Not Installed Under This Section:
1. End-of-line diode (3.9V, 2W). Installed at smoke detector to monitor the circuit.

C. Related Sections:
1. 09 22126–Non-Load Bearing Wall Framing: Metal backing in housing mounting area.
2. 09 9123–Paints: Field painting of specified components.
3. 28 3111– Fire Alarm System: Provision of smoke detectors.
4. 14 2400–Hydraulic Elevators.
5. Division 26 Sections for 120VAC and control circuit power including conduit, boxes, conductors, wiring devices, and emergency power.

1.2 REFERENCES

A. ASTM A240/240M – Standard Specification for Heat Resisting Chromium and Chromium-Nickel Stainless Steel Plate, Sheet and Strip for Pressure Vessels.

B. ICC Evaluation Service ES-AC77 – Acceptance Criteria for Smoke-Containment Systems Used With Fire-Resistive Elevator Hoistway Doors and Frames.

C. ICC Evaluation Service report ESR-1136

D. NFPA Codes and Standards:
1. 70 – National Electrical Code.
2. 105 – Recommended Practice for the Installation of Smoke-Control Door Assemblies.
3. 72-2002 and 2007 – National Fire Alarm Code

E. International Building Code
1. 2012

F. UL Standards:
1. 268 – Smoke Detectors for Fire Protective Signaling Systems.
2. 508 – Industrial Control Equipment.
3. 864 – Control Units for Fire Protective Signaling Systems.
4. 1784 – Air Leakage Tests for Door Assemblies.

1.3 SUBMITTALS

A. Reference Section 01 3300–Submittal Procedures; submit following items:
1. Product Data.
2. Shop Drawings: Include door width and height, jamb width, jamb and head projection, screen width, mounting height, and housing width. Show and identify related work performed under other sections of the specifications.
3. Quality Assurance/Control Submittals:
a. Qualifications:

1) Proof of manufacturer qualifications.
2) Proof of Installer qualifications.

b. Certifications: Copy of specified items.
c. Manufacturer's installation instructions and testing procedures

1.4 CLOSEOUT SUBMITTALS

A. Comply with Section 01 7700–Closeout Submittals; submit following items:
1. Operation and Maintenance [Manual][Video].
2. Manufacturer's Warranties

1.5 QUALITY ASSURANCE

A. Overall Standards:
1. Manufacturer shall maintain a quality control program in accordance with ICC-ES Acceptance Criteria 77.

B. Qualifications:
1. Manufacturer Qualifications: Minimum seven years experience in producing smoke containment systems of the type specified.
2. Installer Qualifications: Factory trained by manufacturer.

C. Certifications:
1. Manufacturer's ICC Evaluation Service report ESR-1136 showing compliance with:
a. ICC-ES AC77
b. UL standard 1784
c. AST, E84
d. NFPA 105
2. IAS (IAS is a trademark of International Accreditation Service) Accredited Testing Laboratory Labels for UL Standard 1784
3. IAS (IAS is a trademark of International Accreditation Service) Accredited Testing Laboratory Labels for UL Standard 864
4. California Department of Forestry and Fire Protection and Office of the State Fire Marshal Listing.
5. OSHPD Anchorage Pre-Approval No. OPA-0318

D. Pre-Installation Meeting:
1. Schedule and convene a pre-installation meeting prior to commencement of field operations with representatives of the following in attendance: Owner, Architect, General Contractor, smoke containment system sub-contractor, painting sub-contractor, and electrical sub-contractor.
2. Review substrate conditions, requirements of related work, installation instructions, storage and handling procedures, and protection measures.
3. Keep minutes of meeting including responsibilities of various parties and deviations from specifications and installation instructions.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Comply with Section 01 6600–Delivery, Storage, and Handling.

B. Comply with manufacturer's instructions.

1.7 WARRANTY

A. Provide manufacturer's standard one year warranty.

B. Maintenance and Testing:
1. Perform minimum semi-annual maintenance and testing on each smoke containment system as required by the manufacturer's warranty, code agency evaluation reports, and as required by local authority having jurisdiction.
2. Provide test documentation.

PART 2 - PRODUCTS

2.1 MANUFACTURES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Smoke Guard (Basis of Design)
2. Door Systems, Inc.

B. Label each smoke containment system with following information:
1. Manufacturer's name.
2. Maximum leakage rating at specified pressure and temperature conditions.
3. Label of quality control agency.

2.2 PRODUCT

A. Elevator Door Smoke Containment System: Smoke Guard Model M200.

2.3 PERFORMANCE

A. Air Leakage: Not to exceed 3 cfm (0.001416 m^3/s) per sf of door opening at 0.1 in (25 Pa) water pressure differential at ambient temperature and 400 degrees F (204 degrees C) tested per IBC 2006, 2009, and 2012.

2.4 COMPONENTS

A. Screen:
1. Film: Minimum 1 mil (0.025 mm) thick transparent polyimide film reinforced with minimum 100 denier Nomex yarn at .25 in (6.35 mm) each way.
2. Magnetic Strips: Flexible multi-pole strips attached to longitudinal edges of film with low modulus silicone adhesive.

B. Housing: 20 gage, powder coated, cold rolled steel container with dust cover and door with concealed hinges and a latch. Housings size to coordinate with elevator opening.

C. Mandatory Auxiliary Rails:
1. Material: 16 gage ASTM A 240/240M, Type 430, ferritic stainless steel.
2. Size: 2 in (51 mm) wide, 1" (25 mm) deep, as shown in Shop Drawings.

D. Rewind Motor: NFPA 70, 90v DC.

E. Release Mechanism: IAS (IAS is a trademark of International Accreditation Service) Accredited Testing Laboratory Labels for UL Standard 864

F. Screen Rewind Switch: Include switch to rewind screen into housing.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates upon which work will be installed.
   1. Verify related work performed under other sections is complete and in accordance with Shop Drawings.
   2. Verify wall surfaces and elevator door frames are acceptable for installation of smoke containment system components.

B. Coordinate with responsible entity to perform corrective work on unsatisfactory substrates.

C. Commencement of work by installer is acceptance of substrate.

3.2 INSTALLATION

A. Install smoke containment system components in accordance with manufacturer's installation instructions.

3.3 FIELD QUALITY CONTROL

A. Field Test: Follow manufacturer's cycle test procedures.
   1. Notify Owner's Representative, local Fire Marshal, alarm sub-contractor elevator sub-contractor, and the elevator service company a minimum of one week in advance of scheduled testing.
   2. Complete maintenance service record.

3.4 DEMONSTRATION

A. Demonstrate required testing and maintenance procedures to Owner's Representative.

B. Maintenance and Testing:
   1. Perform minimum semi-annual maintenance and testing on each smoke containment system as required by the manufacturer's warranty, code agency evaluation reports, and as required by local authority having jurisdiction.
   2. Retain permanent record of tests.

C. Future Painting: Paint elevator door frame and/or auxiliary rails in accordance with Operation and Maintenance Manual.

D. Qualified Smoke Guard Inspector assesses units after exposure to a fire event.

END OF SECTION 083483

SECTION 10 5300 – PRE-MANUFACTURED ALUMINUM CANOPIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Exterior canopies.

B. Related Sections:

1. Division 05 Section "Metal Fabrications" for non-decorative metal fabrications.
2. Division 07 Section "Sheet Metal Flashing and Trim" for items made of formed metal for flashings and trim.

1.3 PERFORMANCE REQUIREMENTS

A. Delegated Design: Design exterior metal canopies, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.

B. Structural Performance: Exterior metal canopies, including anchors and connections, shall withstand the effects of gravity loads and the following loads and stresses without exceeding the allowable design working stress of materials involved and without exhibiting permanent deformation in any components:

1. Wind Loads on Exterior Items: As indicated on Structural Drawing S100.

C. Seismic Performance: Exterior metal canopies including anchors and connections, shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.

1. Component Importance Factor is 1.5.

D. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes acting on exterior metal canopy and sunshade fabrications by preventing buckling, opening of joints, overstressing of components, failure of connections, and other detrimental effects.

1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

E. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product indicated. Include finishing materials.

B. Samples for Initial Selection: For products involving selection of color, texture, or design, including mechanical finishes.

1.5 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: For exterior metal canopies, show integration of hangers and support locations at building exterior walls, including locations of anchor penetrations, attachments, and necessary clearances.

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

C. Qualification Data: For qualified Installer and professional engineer.

1.6 QUALITY ASSURANCE

A. Fabricator Qualifications: A firm experienced in producing formed and extruded metal component canopies similar to that indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

B. Installer Qualifications: Fabricator of products.

C. Welding Qualifications: Qualify procedures and personnel according to the following:

1. AWS D1.2/D1.2M, "Structural Welding Code - Aluminum."

1.7 DELIVERY, STORAGE, AND HANDLING

A. Deliver exterior metal canopies wrapped in protective coverings and strapped together in suitable packs or in heavy-duty cartons. Remove protective coverings before they stain or bond to finished surfaces.

B. Store products on elevated platforms in a dry location.

1.8 PROJECT CONDITIONS

A. Field Measurements: Verify actual locations of walls, columns, beams, and other construction contiguous with exterior canopies by field measurements before fabrication and indicate measurements on Shop Drawings.

1.9 COORDINATION

A. Coordinate installation of anchorages for exterior metal canopy items. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be secured to metal stud framing. Deliver such items to Project site in time for installation.

B. Coordinate installation of exterior canopies with adjacent construction to ensure that wall assemblies, flashings, trim, and joint sealants, are protected against damage from the effects of weather, age, corrosion, and other causes.

PART 2 - PRODUCTS

2.1 SHEET METAL

A. General: Provide sheet metal without pitting, seam marks, roller marks, stains, discolorations, or other imperfections where exposed to view on finished units.

B. Aluminum Sheet: Flat sheet complying with ASTM B 209 (ASTM B 209M), alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated, and with not less than strength and durability properties of Alloy 5005-H32.

2.2 MISCELLANEOUS MATERIALS

A. Sealants, Exterior: ASTM C 920; elastomeric silicone sealant; of type, grade, class, and use classifications required to seal joints in decorative formed metal and remain weathertight; and as recommended in writing by exterior canopy and sunshade manufacturer.

B. Sealants, Interior: Nonsag, paintable, nonstaining, latex sealant complying with ASTM C 834; of type and grade required to seal joints in canopy and sunshade formed and extruded metals; and as recommended in writing by exterior canopy and sunshade manufacturer.

1. Use sealant that has a VOC content of not more than 250 g/L when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

C. Filler Metal and Electrodes: Provide type and alloy of filler metal and electrodes as recommended by producer of metal to be welded or brazed and as necessary for strength, corrosion resistance, and compatibility in fabricated items.

D. Fasteners: Fabricated from same basic metal and alloy as fastened metal unless otherwise indicated. Do not use metals that are incompatible with materials joined.

1. Provide concealed fasteners for interconnecting canopy metal items and for attaching them to other work unless otherwise indicated.

E. Structural Anchors: For applications indicated to comply with certain design loads, provide anchors with capability to sustain, without failure, a load equal to six times the load imposed when installed in cold formed metal framing, as determined by testing per ASTM E 488 conducted by a qualified independent testing agency.

F. Nonstructural Anchors: For applications not indicated to comply with design loads, provide powder-actuated fasteners, metal anchors of type, size, and material necessary for type of load and installation indicated, as recommended by manufacturer, unless otherwise indicated.

G. Anchor Materials:

1. Material for Interior Locations: Carbon-steel components zinc plated to comply with ASTM B 633 or ASTM F 1941 (ASTM F 1941M), Class Fe/Zn 5, unless otherwise indicated.
2. Material for Exterior Locations and Where Stainless Steel Is Indicated: Alloy [Group 1 (A1)] stainless-steel bolts, ASTM F 593 (ASTM F 738M), and nuts, ASTM F 594 (ASTM F 836M).

H. Backing Materials: Provided or recommended by exterior canopy manufacturer.

2.3 EXTERIOR CANOPIES

A. Manufacturers: Subject to compliance with requirements, provide product by one of the following:

1. Masa Architectural Canopies
2. Mitchell Metals
3. Mapes Industries, Inc.; (Basis of Design)

B. Product: Super Lumideck,

C. Materials

1. Decking and fascia shall be extruded aluminum, alloy 6063-T6, in profile and thickness required by manufacturer to meet applicable loads for sizes indicated on Drawings.
2. Decking shall be 3 inches deep extruded 0.078 inch thick decking.
3. Hanger rods and attachment hardware shall be powder coated to match canopy.
4. Fascia shall be standard 8-inch extruded G style (minimum 0.125 aluminum).
5. Drain scuppers shall be front mounted.

D. Finish: Clear Anodic.

2.4 GENERAL FINISH REQUIREMENTS

A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

B. Complete mechanical finishes of flat sheet metal surfaces before fabrication where possible. After fabrication, finish all joints, bends, abrasions, and other surface blemishes to match sheet finish.

C. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

D. Apply organic and anodic finishes to formed and extruded metals after fabrication unless otherwise indicated.

E. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are

acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

2.5 ALUMINUM FINISHES

A. Finish designations prefixed by AA comply with the system established by the Aluminum Association for designating aluminum finishes.

B. Clear Anodic Finish: AAMA 611, AA-M12C22A41, Class I, 0.018 mm or thicker.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of decorative formed metal.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Locate and place exterior canopies in alignment with adjacent construction. Perform cutting, drilling, and fitting required to install exterior canopies and sunshades.

1. Do not cut or abrade finishes that cannot be completely restored in the field. Return items with such finishes to the shop for required alterations, followed by complete refinishing, or provide new units as required.

B. Use concealed anchorages where possible. Provide brass or lead washers fitted to screws where needed to protect metal surfaces and to make a weathertight connection.

C. Form tight joints with exposed connections accurately fitted together. Provide reveals and openings for sealants and joint fillers as indicated.

D. Install concealed gaskets, joint fillers, insulation, sealants, and flashings, as the Work progresses, to make exterior canopies weatherproof.

3.3 ADJUSTING AND CLEANING

A. Unless otherwise indicated, clean metals by washing thoroughly with clean water and soap, rinsing with clean water, and drying with soft cloths.

B. Restore finishes damaged during installation and construction period so no evidence remains of correction work. Return items that cannot be refinished in the field to the shop; make required alterations and refinish entire unit or provide new units.

3.4 PROTECTION

A. Protect finishes of exterior canopies from damage during construction period. Remove temporary protective coverings at time of Final Completion.

END OF SECTION 10 5300

Procurement & Contracts
Office of Facilities & Procurement Management
900 S.W. Jackson St., Room 451 South
Topeka, KS 66612

Kansas
Department of Administration

Phone: (785) 296-2376
Fax: (785) 296-7240
http://admin.ks.gov/offices/procurement-and-contracts

Jim Clark, Secretary

Sam Brownback, Governor

AMENDMENT

Date:	May 6, 2015
Amendment Number:	4
Event Number:	EVT0003634
Closing Dates:	**May 12 & 13, 2015, 2:00 PM CST Local Topeka Time**
Procurement Officer: Telephone: E-Mail Address: Web Address:	David Stueve 785-296-0408 david.stueve@da.ks.gov http://admin.ks.gov/offices/procurement-and-contracts
Item:	New Energy & Service Center
Agency:	Kansas Department of Administration
Conditions:	1. Please note that Addendum Two from the Architect (consisting of fourteen pages) follows on the next page of this amendment.

There are no other changes at this time.

A signed copy of this Addendum must be submitted with your bid. If your bid response has been returned, submit this Addendum by the closing date indicated above.

I (We) have read and understand this addendum and agree it is a part of my (our) bid response.

NAME OF COMPANY OR FIRM:_____

SIGNED BY:_____

TITLE:_____ DATE:_____

It is the vendor's responsibility to monitor the Procurement and Contract's website on a regular basis for any changes/addenda:

http://admin.ks.gov/offices/procurement-and-contracts

CONTRACT ADDENDUM TWO
May 5, 2015

ISSUED BY:

Horst, Terrill, & Karst Architects, P.A.
900 S. Kansas Ave., Suite 200, Topeka, Kansas 66612
Contact: Dennis Haugh (dah@htkarchitects.net) of
Tel: 785-266-5373
Fax: 785-266-5270

NOTICE TO ALL BIDDERS FOR THE:

State of Kansas Energy and Service Center

221 SW 7th Street, Topeka, Kansas 66612

Project No. A-012651
HTK Project No.: 1410.03

You are instructed to read and note the following described changes, corrections, clarifications, omissions, deletions, additions, approvals and statements pertinent to the Contract Documents. Contract Addendum One is a part of the Contract Bid Documents and Construction Documents and shall govern in the performance of the Work. **(14 pages total)**

ADDENDUM ITEMS TO ADDRESS

BIDDING REQUIREMENTS AND CONTRACT CONDITIONS

Article 2-01: SPECIFICATIONS:

1. Division 1: Add Section 12200 - Unit Prices, attached to this Addendum, shall be added to the specifications.

Article 2-02: SPECIFICATIONS

1. Section 095113 Acoustical Panel Ceilings: 2.3, A: Add the following approved manufacturer: Certainteed.
2. Section 089119 Fixed Louvers: 2.3 A, 1.: Add the following approved manufacturer: Industrial Louvers, Inc.
3. Section 083613 Sectional Overhead Door: Overhead door shall be clear anodized aluminum frame with 1/2" inch insulated glazing. Basis of Design is Overhead Door Model 511.

Article 2-03: SPECIFICATIONS

1. Division 10: Add Section 108113 - Deterrent Spikes, attached to this Addendum, shall be added to the specifications.

Article 2-04: SPECIFICATIONS

1. Division 13: Add Section 133600 – Fabricated Paint Booth, attached to this Addendum, shall be added to the specifications.

Article 2-05: DRAWINGS – G201 PARTITION TYPES

1. Partition Type C12a shall be revised to change LWCMU to 10 inches. Partition dimension shall be changed to 11 ¾ inches.

Article 2-06: DRAWINGS – A101 FIRST FLOOR PLAN

1. Room 141 Carpentry Shop: Shall be revised to show the Paint Booth, currently noted with Keynote 133600-1, per the A101 drawing attached to this Addendum.

2. Partition type noted as C12 along grid lines 6 and G shall be revised to read “C12a”.

Article 2-07: DRAWINGS – A201 BUILDING ELEVATIONS

1. West and South building elevations: Shall be revised to clarify stone veneer jointing per A201 drawing attached to this Addendum.

Article 2-08: DRAWINGS - A301 WALL SECTIONS

1. 5A301 Mechanical Pit: Shall be revised to note walls and floors to receive Secondary Containment Coating System.
2. 5A301 Mechanical Pit: Shall be revised to change pipe ladder rung note to read: “Provide M.A. Industries PS2-B-DF black manhole steeps with A-Lok/Flex–Lok step inserts.”

Article 2-09: DRAWINGS - 1A302 WALL SECTION

1. Clarification: Wall section 1A302, at building west elevation curtainwalls, indicates a louver is located within the bottom frame section and refers to detail 15A307. 15A307 is a typical detail for curtainwall framing at west and south building elevations. A mechanical air intake louver is to be mounted between curtainwall frame members at the west curtainwalls in rooms 127 and 128, with an additional exterior ornamental metal stamped grille cover glazed into the curtainwall at the exterior side of the mechanical louver. Ornamental metal stamped grilles are shown and noted on A201 building elevations and A501curtainwall frame elevations. Refer to MEP MH103 for air intake louvers locations.

Article 2-10: DRAWINGS – S101

1. Sheet S101 attached to this Addendum has been revised as follows:
    a. Grid number H.3 has been revised to 1.8.
    b. Revised grade beam depth along Grid A between Grid 18 to 15.
    c. Added footing type 3.0B, 4.0B, and 5.0A to Concrete Footing Schedule.

END OF CONTRACT ADDENDUM TWO

*****RECEIPT OF THIS ADDENDUM IS TO BE ACKNOWLEDGED ON THE BID FORM*****

SECTION 01 2200 - UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

B. Document C – Form of Bid refers to Unit Prices.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for unit prices.

B. Related Sections:

1. Division 01 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
2. Division 01 Section "Quality Requirements" for general testing and inspecting requirements.

1.3 DEFINITIONS

A. Unit price is an amount incorporated in the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.

B. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.

C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.

D. The Owner reserves the right to reject Contractor’s measurement of work-in-place that involves use of established unit prices, and negotiate with the Contractor to establish an agreed upon unit price for materials, equipment of services or a portion of the Work added or deducted from the contract Sum.

E. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

A. Unit Price No. 1: Mass Concrete: Price for mass concrete, reinforcing not included, per cubic yard.

B. Unit Price No. 2: Reinforcing Steel: Price for reinforcing steel, per pound, installed.

C. Unit Price No. 3: Common Excavation - Machine: Price for general earth excavation by machine. Based on disposal away from the site, per cubic yard.

D. Unit Price No. 4: Machine Compacted Fill: Price for machine compacted fill below/above depths indicated on drawings, per cubic yard.

E. Unit Price No. 5: Subgrade preparation with imported materials: Cubic yards of compacted in-place fill material to replace material ordered removed by the testing agency, beyond plan dimensions and elevations, including excavation, hauling, off-site wasting of unsuitable material, and furnishing, placing, and compacting of specified fill material.

F. Unit Price No. 6: Trenching: Removal and replacement of unacceptable subgrade material with imported material; Cubic yards of compacted in-place material to replace material ordered removed by Owner's testing agency, beyond plan dimensions and elevations, hauling, off-Site wasting of unsuitable material, and furnishing, placing, and compacting or specified fill material.

G. Unit Price No. 7: Bulk rock excavation and placement of satisfactory materials below Exposed Subgrade. Unit Price for volume of rock excavation below the Exposed Subgrade as directed by the Geotechnical Engineer. This unit price shall include the replacement of an equal volume of satisfactory soil material. Excavation above the Exposed Subgrade as defined below is unclassified and shall be included in the base bid.
   1. Exposed Subgrade: Surface or elevation remaining after completion of excavation to required elevations indicated on Drawings and specified under this Section and as defined below:
      a. Bottom of footings.
      b. Bottom of bedding material in utility trenches and pits.
      c. In pavement areas: bottom of sub-base of the pavement as shown on the drawings.
      d. Under slabs on grades: bottom of 4" drainage course below the slab.
   2. Satisfactory soil materials and placement includes; satisfactory onsite materials and/or borrowed off-site satisfactory soil materials, backfill, fill, placement, grading and compaction as defined in, and required by, Division 31 Section 312000 "Earth Moving".
   3. Rock is defined in Section 312000 "Earth Moving".
   4. Unit of Measurement: Cubic yards of excavated rock as defined in Section 312000 "Earthwork" below the Exposed Subgrade, measured in original position. Unit price shall

include removal, disposal, and replacement with satisfactory material based upon the volume of material removed.

H. Unit Price No. 8: Rock excavation in footings, trenches and pits and placement of satisfactory materials below the Exposed Subgrade. Unit Price for volume of rock excavation in footings, trenches and pits below the Exposed Subgrade as directed by the Geotechnical Engineer. This unit price shall include the replacement of an equal volume of satisfactory soil material. Excavation above the Exposed Subgrade as defined below is unclassified and shall be included in the base bid.

1. Exposed Subgrade: Surface or elevation remaining after completion of excavation to required elevations indicated on Drawings and specified under this Section and as defined below:
   a. Bottom of footings or pier caps.
   b. Bottom of bedding material in utility trenches and pits.
   c. In pavement areas: bottom of sub-base of the pavement as shown on the drawings.
   d. Under slabs on grades: bottom of 4" drainage course below the slab.
2. Satisfactory soil materials and placement includes; satisfactory onsite materials and/or borrowed off-site satisfactory soil materials, backfill, fill, placement, grading and compaction as defined in, and required by, Division 31 Section 312000 "Earth Moving".
3. Rock excavation in trenches, footings and pits is defined in Section 312000 "Earthwork".
4. Excavation below bottom of footings directed by the Geotechnical Engineer shall be replaced with concrete.
5. Unit of Measurement: Cubic yards of excavated rock in trenches, footings and pits as defined in Section 312000 "Earthwork" below the Exposed Subgrade, measured in original position. Unit price shall include removal, disposal, and replacement with satisfactory material based upon the volume of material removed.

I. Unit Price No. 9: Geopier in place aggregate pier elements.

a.	Preparation of plans and specifications and installation of aggregate pier elements	$____ Lump Sum
b.	Additional Installed Piers (w/o remobilization)	$____ Each
c.	Add for Casing Holes	$____ Each
d.	Additional Mobilizations	$____ Each
e.	Additional Modulus or Uplift Load Tests	$____ Each
f.	Removal of Obstructions	$____ /Hour

END OF SECTION 01 2200

SECTION 10 8113 – DETERRENT SPIKES

PART 1 - GENERAL

1.1 - SYSTEM DESCRIPTION:

A. All stainless steel physical surface barriers designed to prevent all types of pest birds and climbing animals from landing, roosting, nesting or climbing on architectural surfaces.

B. Mounting Hardware: Stainless steel mounting clips combined with mechanical fasteners to hold bird spikes to all types of architectural surfaces.

1.2 - QUALITY ASSURANCE

A. Installer to be completely familiar with the proper installation procedures for the Bird Spike and mounting hardware installation.

B. Installer must be completely familiar with the specified mounting hardware and

1.3 – SUBMITTALS

A. Manufacturers literature including planning guide, installation layout drawings and installation instructions for the specified spike model and mounting hardware.

B. Sample of specified bird spike model - not less than 2" (5.1cm) in length.

C. Sample of specified bird spike mounting Hardware.

D. Installation instructions and drawings from manufacturer (if specified).

1.4 - STORAGE & HANDLING

A. Provide storage and/or protection to keep shipping boxes dry, clean and undamaged. Do not stack or place other packaging or objects on the shipping boxes.

B. Keep bird barrier spikes and mounting hardware in original packaging until needed for installation.

PART 2 - PRODUCTS

2.1 - MANUFACTURERS.

A. Manufacturers: Subject to compliance with requirements, provide products by the following:
   a. Nixalite of America Inc. (Basis of Design).
   b. Bird-B- Gone, Inc.

2.2 – BIRD BARRIER STRIPS

A. Nixalite Premium Model S Stainless Steel Bird Barrier System:
   1. Spike Wires: Stainless steel, 0.041" (1 mm) diameter, full-hard spring temper.
   2. Base Strip: Stainless steel, 0.25" wide x 0.02" thick (6.3 mm x 0.5 mm), fully annealed.
   3. Spike Strip Lengths: 24" (61.0 cm) and 48" (122.0 cm) strip lengths.
   4. Full row spike, 4" high (10.2 cm), 4" wide (10.2 cm), 120 wire points per foot. Full 180- degree wire coverage.
   5. Finish: Natural stainless steel finish.

2.3 - BIRD SPIKE MOUNTING HARDWARE

A. Stainless steel or non-corrosive materials. Standard mounting hardware supplied with bird barrier spike model in set quantities.

B. Mounting Hardware must allow for bird spike strip installation, removal and reinstallation without damaging the installation surface, the spike strips or the mounting system. Provide

C. Glue clips & adhesive: If surface conditions do not allow for the use of the supplied bird spike mounting hardware, use the glue clip and adhesive installation method. Follow installation instructions available from the manufacturer.

PART 3 - EXECUTION

3.1 - INSPECTION

A. Visually inspect all installation surfaces to insure all surfaces are clean, dry and free from debris or other conditions that could impede the workflow of this section. All surfaces must be sanitized and deodorized before bird spike installation.

B. Notify architect of detrimental conditions. Do not proceed until these conditions are corrected.

3.2 - PREPARATION

A. Field Measurements: Verify the dimensions for each surface specified bird spike installation. Use manufacturers planning guides and shop drawings to verify that sufficient quantities of bird spike strips will be installed on surfaces indicated to receive bird control.

B. Insure all installation surface finishing requirements have been accomplished prior to installing bird spike strips. They are to be the last items installed on each specified surface. Do not apply any surface coating or treatment (paint, sealer, etc.) over bird spike units or

mounting hardware.

3.3 - SURFACE CLEANING

A. All surfaces to be clean, dry and free of obstructions before spikes are installed.

3.4 - INSTALLATION

A. Install bird spike strips in strict accordance with manufacturer's spike strip spacing and installation guidelines.

B. Install bird spike strips so they will protect the entire surface, not just the outside edges. No gaps are allowed in the bird spike strip coverage. Cut the bird spike strips where necessary to fit the surface properly.

C. Wires of bird spike strips must extend over outside edges of each surface by at least 1/4" (0.6cm). The bird spike base strip must extend over the ends of each surface by at least 1/2" (1.2cm).

D. Fasten bird spike strips to the surface with the mounting hardware recommended by the manufacturer. Follow the hardware spacing guidelines and installation procedures supplied by manufacturer.

3.5 - ADJUSTMENTS / CLEANING

A. Remove debris and waste materials from project site. Inspect finished installation. Make any adjustments needed to conform manufacturer’s spacing and installation guidelines.

END OF SECTION 10 2813

SECTION 133600 - FABRICATED PAINT BOOTH

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes fabricated steel paint booths.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for paint booths.

B. Shop Drawings: For paint booths. Include plans, elevations, sections, details, accessories, and fastening and anchorage details, including mechanical fasteners.

1.4 CLOSEOUT SUBMITTALS

A. Maintenance Data: For paint booth to include in maintenance manuals.

1.5 WARRANTY

A. Special Warranty: Manufacturer agrees to repair finish or replace paint booth that fail in materials or workmanship within specified warranty period.

1. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

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

B. Spray Booth shall meet or exceed applicable OSHA and NFPA regulations.

2.2 FABRICATED STEEL PAINT BOOTH

A. General: Fabricate paint booth from an integrated set of mutually dependent components to form a completed assembly, ready for installation on Project site.

1. Manufacturers: Subject to compliance with requirements, provide products by the following

a. Col-Met Engineered Finish Solutions.

B. Booth Model: Model EIB-10-08-05-00 Enclosed Industrial Spray Booth.

C. Structural Framework: Fabricated from 18 Gage galvanized steel panels with bolted connections.

D. Doors:

1. Manufacturer’s standard swinging doors with integral filter units. Equip doors with deadlock and two butt hinges.

a. Deadlock shall be mortised, with lever handle and removable cylinder capable of being master keyed.

E. Wall Panel Assembly: Assembly consisting of exterior face panel fabricated from 18 GA. nominal-thickness, galvanized-steel sheet.

F. No perimeter frame, with surface of supporting concrete base as finished floor.

G. Flat Roof/Ceiling Assembly: Assembly consisting of ceiling panels.

H. Lighting Fixtures: Two manufacturer's standard ceiling-mounted fluorescent lighting fixtures.

I. Accessories: Provide the following:

1. 3 HP open-type exhaust motor with vapor-proof belt housing and factory grease packed bearings.
2. 24 inch dia. tubeaxial exhaust fan. (8,000 CFM).
3. One draft manometer filter gauge control panel.
4. One box 20" x 20" x 2" paint arrestor filter exhaust media.
5. One box 20" x 20" x 1" air intake filter media.

J. Anchorage: Post installed anchors fabricated from non-ferrous or corrosion-resistant materials, with allowable load or strength design greater than or equal to the design load as determined by testing conducted by a qualified testing agency.
1. Materials: Zinc-Coated (Galvanized) Steel: Hot-dip galvanized according to ASTM A 123/A 123M.

2.3 FABRICATION

A. Factory fabricate paint booth components for field assembly.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, including concrete bases; accurate placement, pattern, and orientation of anchor bolts; critical dimensions; and other conditions affecting performance of the Work.

B. Examine roughing-in for electrical and communication systems to verify actual locations of connections before paint booth installation.

C. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.

D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Install paint booth according to manufacturer's written instructions.

B. Set paint booth plumb and aligned. Level baseplates true to plane with full bearing on concrete floor.

C. Fasten paint booth securely to concrete floor with anchorage per manufacturer's instructions.

D. Connect to electrical power service. .

E. Perform startup checks of units according to manufacturer's written instructions.

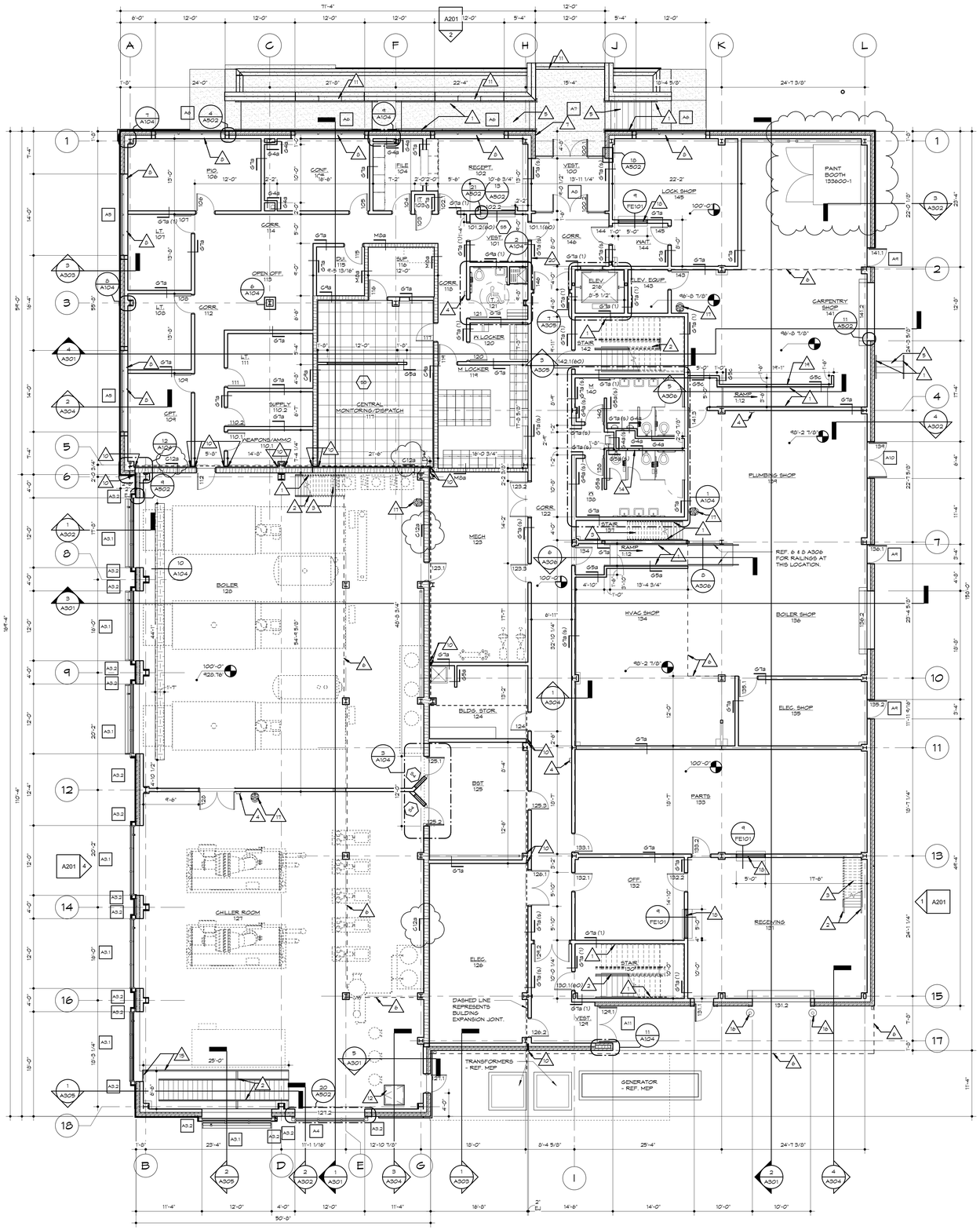
3.3 ADJUSTING

A. Adjust doors, and hardware to operate smoothly, easily, properly, and without binding. Confirm that locks engage accurately and securely without forcing or binding.

B. Lubricate hardware and other moving parts.

C. After completing installation, inspect exposed finishes and repair damaged finishes.

END OF SECTION 133600



1 FIRST FLOOR
1/8" = 1'-0"

NORTH

ROOM FINISH SCHEDULE-FIRST FLOOR

ROOM MARK	ROOM NAME	FLOOR	BASE	WALLS NORTH (or TYP.)	WALLS EAST	WALLS SOUTH	WALLS WEST	CEILING	NOTES
100	VEST.	MOM	RB	LTX	LTX	LTX	LTX	TYPE 1	
101	VEST.	CPT	RB	LTX	LTX	LTX	LTX	TYPE 1	
102	RECEPT.	CPT	RB	LTX	LTX	LTX	LTX	TYPE 1	
103	IT	CPT	RB	LTX	LTX	LTX	LTX	TYPE 1	
104	FILE	CPT	RB	LTX	LTX	LTX	LTX	TYPE 1	
105	CONF.	CPT	RB	LTX	LTX	LTX	LTX	TYPE 1	
106	PIO.	CPT	RB	LTX	LTX	LTX	LTX	TYPE 1	
107	LT.	CPT	RB	LTX	LTX	LTX	LTX	TYPE 1	
108	LT.	CPT	RB	LTX	LTX	LTX	LTX	TYPE 1	
109	OPT.	CPT	RB	LTX	LTX	LTX	LTX	TYPE 1	
110.1	WEAPONS/AMMO	SC	RB	LTX	LTX	LTX	LTX	TYPE 1	
110.2	SUPPLY	SC	RB	LTX	LTX	LTX	LTX	TYPE 1	
111	LT.	CPT	RB	LTX	LTX	LTX	LTX	TYPE 1	
112	CORR.	CPT	RB	LTX	LTX	LTX	LTX	TYPE 1	
113	OPEN OFF.	CPT	RB	LTX	LTX	LTX	LTX	TYPE 1	
114	CORR.	CPT	RB	LTX	LTX	LTX	LTX	TYPE 1	
115	DUI.	CPT	RB	LTX	LTX	LTX	LTX	TYPE 1	
116	SUP.	CPT	RB	LTX	LTX	LTX	LTX	TYPE 1	
117	CENTRAL MONITORING/DISPATCH	CPT AC	RB	LTX	LTX	LTX	LTX	STR.	1
118	CORR.	CPT	RB	LTX	LTX	LTX	LTX	TYPE 1	
119	M LOCKER	PT	RB	EPX	EPX	EPX	EPX	TYPE 1	
120	W LOCKER	PT	RB	EPX	EPX	EPX	EPX	TYPE 1	
121	T.	PT	PT	EPX,PWT	EPX,PWT	EPX,PWT	EPX,PWT	TYPE 1/EPX	
122	CORR.	SC	RB	LTX	LTX	LTX	LTX	STR./TYPE 1 /LAY.	
123	MECH	SC	RB	LTX	LTX	LTX	LTX	STR.	
124	BLDG. STOR.	SC	RB	LTX	LTX	LTX	LTX	STR.	
125	BST	SC	RB	LTX	LTX	LTX	LTX	TYPE 1	
126	ELEC.	SC	RB	LTX	LTX	LTX	LTX	STR.	
127	CHILLER ROOM	SC	RB	EPX	EPX	EPX	EPX	STR.	
128	BOILER	SC	RB	EPX	EPX	EPX	EPX	STR.	
129	VEST.	MOM	RB	LTX	LTX	LTX	LTX	TYPE 1	
130	STAIR	VCT, RTR	RB	LTX	LTX	LTX	LTX	TYPE 1	
131	RECEIVING	SC	RB	LTX	LTX	LTX	LTX	STR.	
132	OFF.	CPT	RB	LTX	LTX	LTX	LTX	TYPE 1	
133	PARTS	SC	RB	LTX	LTX	LTX	LTX	STR.	
134	HVAC SHOP	SC	RB	LTX	LTX	LTX	LTX	STR.	
135	ELEC. SHOP	SC	RB	LTX	LTX	LTX	LTX	STR.	
136	BOILER SHOP	SC	RB	LTX	LTX	LTX	LTX	STR.	
137	STAIR	VCT, RTR	RB	LTX	LTX	LTX	LTX	STR.	
138	PL	PT	PT	EPX	EPX	EPX	EPX	TYPE 1	
139	PLUMBING SHOP	SC	RB	LTX	LTX	LTX	LTX	STR.	
140	M	PT	PT	EPX	EPX	EPX	EPX	TYPE 1	
141	CARPENTRY SHOP	SC	RB	LTX	LTX	LTX	LTX	STR.	
142	STAIR	VCT, RTR	RB	LTX	LTX	LTX	LTX	STR.	
143	ELEV. EQUIP.	SC	RB	LTX	LTX	LTX	LTX	STR.	
144	WAIT.	VCT	RB	LTX	LTX	LTX	LTX	TYPE 1	
145	LOCK SHOP	VCT	RB	LTX	LTX	LTX	LTX	TYPE 1	
146	CORR.	SC	RB	LTX	LTX	LTX	LTX	STR.	

ARCHITECTURAL PLAN NOTES

GENERAL: COORDINATE WITH WORK SHOWN ON STRUCTURAL, MECHANICAL, PLUMBING, AND ELECTRICAL DRAWINGS, REF. FE SHEET FOR EQUIP. COORDINATION

1. HANDRAIL; REF. 9A306
2. RAILING; REF. 9A306
3. METAL SHIP LADDER
4. FIRE EXTINGUISHER CABINET; 104413-1
5. REF. CIVIL FOR LANDING, STAIR, & RAMP (N.O.)
6. LINE OF SOFFIT, ROOF OVERHANG, OR FLOOR ABOVE.
7. KNOX BOX LOCATION.
8. ROLLER SHADES 122413-1
9. ROOF HATCH/LADDER; REF 18A309. COORDINATE EXACT LOCATION WITH JOISTS AND MEP EQUIPMENT.
10. 2" BUILDING EXPANSION JOINT. PROVIDE WALL, CEILING, AND/OR FLOOR EXPANSION JOINT COVER N.O. PROVIDE THRESHOLD AT DOORS. EXPANSION JOINT REPRESENTED BY DASHED LINE.
11. DECORATIVE RAILING; REF. 4A306.
12. FLOOR ACCESS HATCH. 083113-3
13. WIRE MESH PARTITION BRACE AT STRUCTURE ABOVE. 10'-0" HIGH MIN. INTEGRAL DOOR N.O.
14. PROVIDE 24" X 24" ACCESS PANEL.
15. GATE; REF. 11A306. RAILING IS SIMILAR.
16. BOLLARD REF. 10A5101.
17. EYE WASH STATION. REF. MEP
18. TRANSACTION WINDOW, 3'-6" HIGH. REF. PLAN FOR WIDTH. GLASS TO BE 1/4" TEMPERED.
19. 8'-0" HIGH WALL WITH DIR900-12 48" O.C.
20. DIRECTORY

ROOM FINISH SCHEDULE LEGEND

FLOOR
- SC SEALED CONCRETE
- VCT VINYL COMPOSITION TILE
- PT PORCELAIN TILE
- CPT CARPET
- RTR RUBBER TREADS AND RISERS
- MOM WALK-OFF MAT
- AF ACCESS FLOOR

WALL BASE
- RB RESILIENT BASE (4" HIGH)
- PT PORCELAIN TILE (6" HIGH)

WALLS
- LTX PAINT
- EPX EPOXY PAINT.
- PWT PORCELAIN WALL TILE

CEILING
- STR PAINT EXPOSED STRUCTURE
- LAY LATEX ENAMEL PAINT ON GYPSUM SOFFITS
- TYPE 1 SUSPENDED 2 X 2 ACOUSTIC LAY-IN PANEL

ROOM FINISH SCHEDULE NOTES

1. CARPET TILE SHALL INTEGRATE WITH ACCESS FLOORING.

HTK ARCHITECTS PA
900 S. KANSAS AVE., SUITE 200 TOPEKA, KANSAS 66612 P 785.266.3370
9300 W 110TH ST. STE 150 OVERLAND PARK, KANSAS 66210 P 913.663.3370
www.htkarchitects.com





DATE:
- 4-15-15

REVISED DATE:
- 12.18.14
- 2.9.15
- 3-10-15

HTK PROJECT NUMBER:
- 1410.03

Department of Administration
Office of Facilities and
Procurement Management
800 SW Jackson, Suite 700
Topeka, Kansas 66612-1216
Phone 785-296-2589
FAX 785-296-3456

STATE OF KANSAS
STATE OF KANSAS ENERGY & SERVICE CENTER
221 SW 7th Street
BUILDING NUMBER 17300-0038
DATE: 4-15-15 DRAWN BY: CHECKED BY: REV: 1

FIRST FLOOR

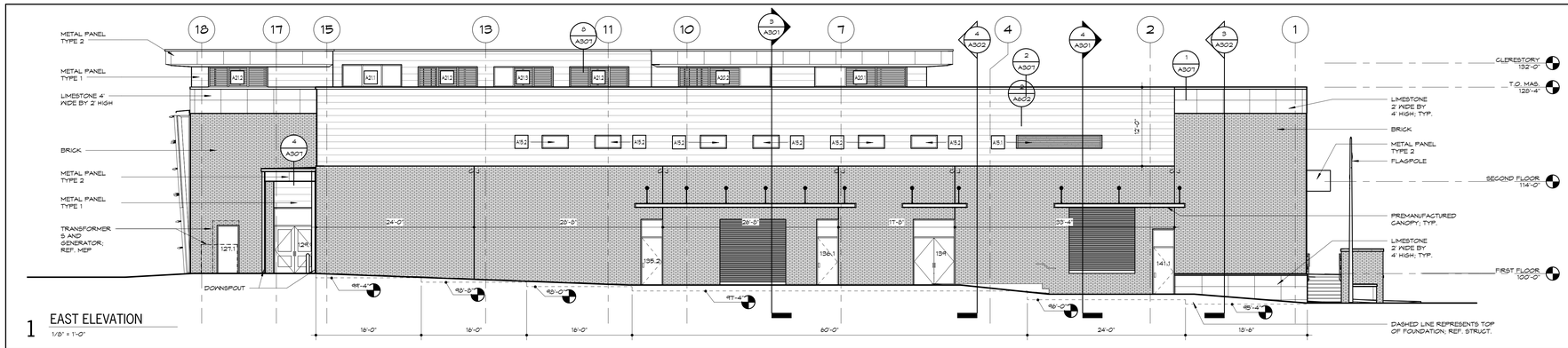
A-012651

A101

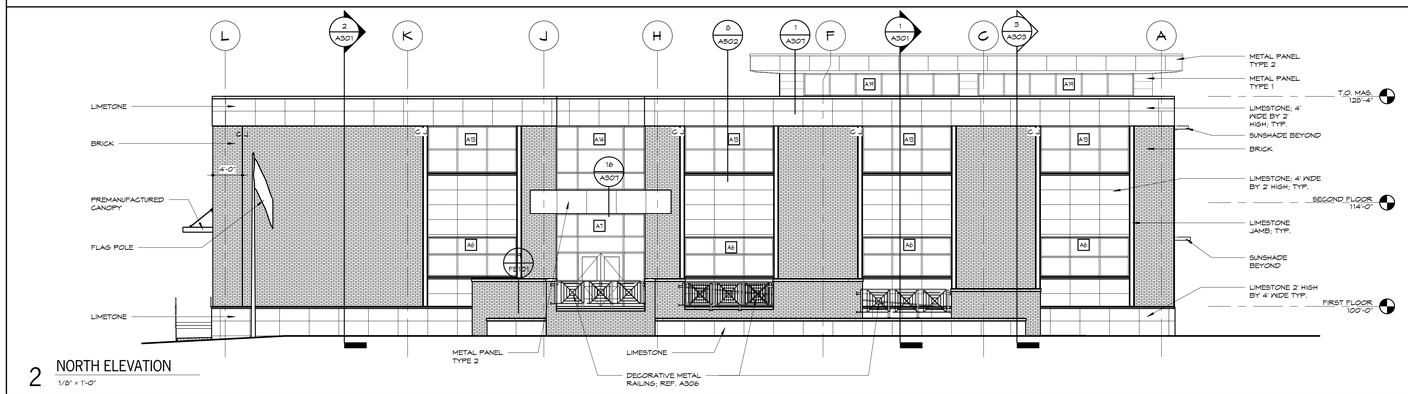
CONSTRUCTION DOCUMENTS

4/29/2015 1:43:28 PM C:\Users\dah\Documents\REVIT\State of Kansas Energy_CA_dah.rvt

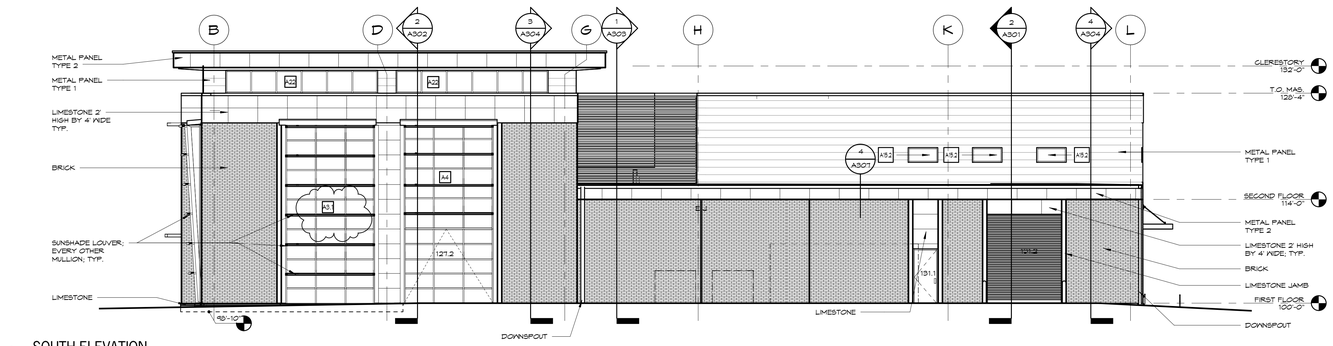
JCSBC
2-2-2016
Att.9.--148



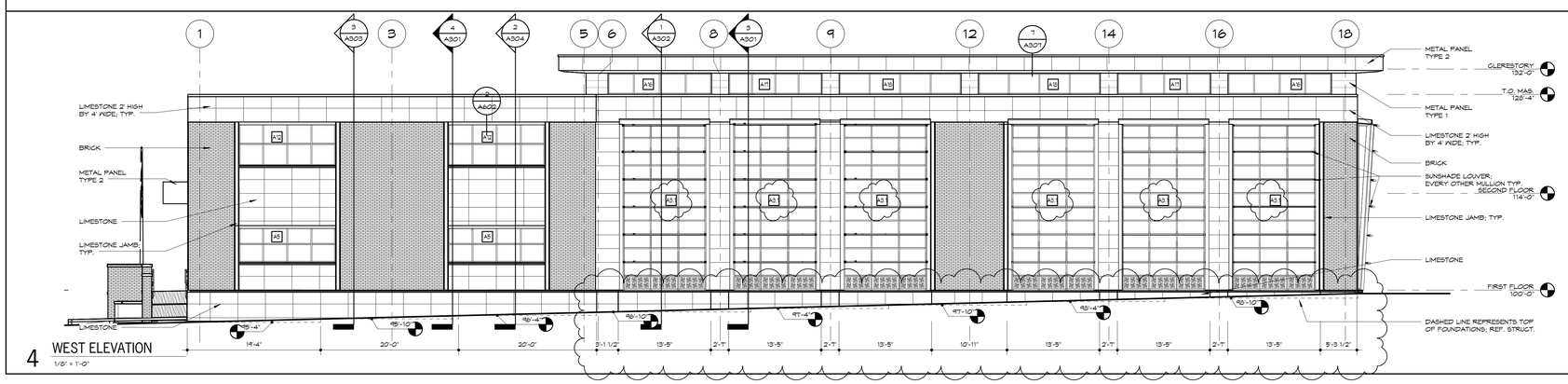
1 EAST ELEVATION
1/8" = 1'-0"



2 NORTH ELEVATION
1/8" = 1'-0"



3 SOUTH ELEVATION
1/8" = 1'-0"



4 WEST ELEVATION
1/8" = 1'-0"

KEYNOTES

Note: Keynotes are drawn from a master list & may not be sequentially numbered. Sizes (Ex: 2x4) or other info. following keynote on drawings indicates criteria for those materials/locations which may differ from std. material specified.

033000	-1	Concrete Structure	081113	-1	Steel Door
	-2	Concrete Floor Slab		-2	Steel Frame
	-3	Vapor Barrier		-3	Frame Anchor
	-4	Welded Wire Fabric		-4	Louver
	-5	Steel Reinforcing Bar		-5	Master Guard
	-6	Rustication Joint		-6	FRP Door
	-7	Waterstop	081416	-1	Flush Wood Door
	-9	Dovetail Anchor	083113	-1	Access Door
	-A	Sidewalk		-2	Access Door Frame
	-10	Premolded Joint Filler		-10	Floor Access Door
035300	-1	Concrete Topping	083523	-1	Overhead Coiling Door
042000	-1	Face Brick		-2	Coiling Counter Door
	-2	Concrete Masonry Unit - Normal Weight (")	083613	-1	Sectional Overhead Door
	-3	Concrete Masonry Unit - Lightweight (")		-2	Sectional Overhead Door Track
	-4	Wire Reinforcing	084113	-1	Aluminum Entrance Door
	-5	Metal Tie/Anchor		-2	Aluminum Entrance Frame
	-6	Through Wall Flashing		-3	Sunshade
	-7	Control Joint Strip		-4	Aluminum Sunsill
	-9	Bond Beam (")	084413	-1	Glazed Aluminum Curtain Wall
	-A	Compressible Filler		-2	Threshold
	-10	Weep Hole		-3	Sunshade Louver
	-11	Cavity Drainage Material		-4	Aluminum Sunsill
	-12	Termination Bar	087100	-1	Track Hardware
044300	-1	Stone Masonry	088000	-1	Glazing (as scheduled)
	-2	Anchor	088853	-1	Security Glazing (as scheduled)
	-3	Stone Jamb		-4	Stone Sill
	-4	Stone Sill		-5	Belt Course
	-5	Belt Course	089116	-1	Louvers and Vents
047200	-1	Cast Stone	092216	-1	Steel Stud (")
051200	-1	Steel Beams		-2	Steel Stud Runner (")
	-2	Steel Column		-3	Furring Channel (")
	-3	Steel Tube	092400	-1	Portland Cement Plastering
	-4	Steel Channel		-2	Metal Lath
052100	-1	Steel Joist		-3	Casing Bead
	-2	Joist - Extended End	092900	-1	Gypsum Board (")
	-3	Joist - Ceiling Extension		-2	Fire Rated Gypsum Board (")
053100	-1	Metal Decking		-3	Cementitious Tile Backer Panel
	-3	Steel Composite Decking		-4	Metal Suspension System
	-2	Flexible Closure Strips		-5	Acoustical Sealant
054000	-1	Structural Steel Studs		-6	Acoustical Insulation (")
	-2	Structural Steel Joists		-7	Metal Edge Trim
	-3	"C" Closure		-8	Auxiliary Support Framing
055000	-1	Steel Angle		-9	Metal Control Joint
	-4	Steel Channel		-10	High Impact Gypsum Board
	-5	Steel Lintel		-11	Concrete Interior Finishing Compound
	-6	Steel Pipe		-12	Soffit
	-7	Steel Plate	095000	-1	Acoustical Wall Tile (" x ")
	-8	Steel Ladder		-2	Shower Pan
	-10	Steel Bollard		-3	Shower Pan Flashing
055100	-1	Steel Stairs		-4	Porcelain Floor Tile (" x ")
	-2	Steel Stair Stringer		-5	Tile Base
	-3	Steel Embed Plate		-6	Tile Cap
055213	-1	Steel Pipe Handrail		-7	Setting Bed
	-2	Steel Pipe Rail/Post		-8	Uncoupling water-proof membrane
	-3	Steel Handrail Wall Bracket		-9	Shower Splashguard
	-4	Steel Rod		-10	Shower Niche
055300	-1	Steel Grating	095113	-1	Acoustical Panel (x) (fl + Fire Rated)
	-2	Steel Frame		-2	Ceiling Suspension System
057300	-1	Decorative Metal Railings		-3	Edge Mold Trim
057500	-1	Ornamental Metal Stamped Grille		-4	Auxiliary Support Framing
061053	-1	2x Wood Nailer (")	096513	-1	Resilient Tile Flooring
	-2	2x Wood Blocking (")		-2	Resilient Wall Base
	-3	1x Wood Continuous (")		-3	Edge Strip
	-4	Plywood (")		-4	Tackle Panning Surface
	-5	930 Felt		-5	Resilient Stair Tread
	-6	415 Felt		-6	Resilient Stair Riser
	-7	Sheathing (")		-7	Resilient Stringer Skirt
064116	-1	Interior Architectural Woodwork		-8	Resilient Stair Nose
	-2	High Pressure Laminate	096813	-1	Carpet Tile
	-3	Cabinet Liner Laminate	096900	-1	Access Flooring
	-4	Particle Board	099113	-1	Exterior Painting
	-5	Plywood	099123	-1	Interior Painting
	-6	3mm Edge Molding	099605	-1	Secondary Containment Coating System
	-7	Solid Wood Blocking		-1	Signage
	-8	Handwood	101400	-1	Toilet Partition
	-9	Steel Tube-Leg Frame	102113	-1	Urinal Screen
	-10	Door Hinge	102239	-1	Wire Mesh Partitions
	-11	Door/Drawer Pull	102600	-1	Impact-Resistant Cornerguard
	-12	Magnetic Catch	102800	-1	Tissue Dispenser
	-13	Drawer		-2	Framed Mirror
	-14	Shelf Supports		-3	Sanitary Napkin Disposer
	-15	Countertop		-4	Grab Bar
	-16	Solid-Surfacing Material		-5	Shower Seat
071113	-1	Bituminous Dampproofing		-6	Shower Curtain Rod
071326	-1	Self-Adhering Sheet Waterproofing		-7	Coat/Robe Hook
072100	-1	Foundation Wall or under Slab Insulation (R-)		-8	Shower Curtain
	-2	Cavity Wall Insulation (R-)	104413	-1	Fire Extinguisher Cabinet
	-3	Building Insulation - Unfaced (R-)	104416	-1	Fire Extinguisher
	-4	Building Insulation - Faced (R-)	105113	-1	Personnel Locker
	-5	Sill Sealer		-2	Locker
	-6	Batting Insulation		-3	Bench
072129	-1	Fluid Applied Membrane Air Barrier	105500	-1	Pre-Manufactured Canopies
	-2	Flashing Tape	107500	-1	Flagpole
074213	-1	Metal Wall Panel (Type 1)	108113	-1	Deterrent Spikes
	-2	Trim	122413	-1	Roller Window Shades
	-3	Z-Furring (")	134000	-1	Spray Painting Booth
	-4	Metal Wall Panel (Type 2)	142400	-1	Hydraulic Elevator
	-5	Metal Soffit Panel	312000	-1	Site Clearing
075423	-1	Thermoplastic Polyolefin (TPO) Roofing	312200	-1	Earth Moving
	-2	Roof Insulation Flat		-2	Interior Fill
	-3	Roof Insulation Tapered		-3	Exterior Fill
	-4	Roof Expansion Joint		-4	Granular Drainage Course
	-5	Coverboard		-5	Subbase Course
	-6	Walkway Protection Board	321313	-1	Concrete Paving
076200	-1	Sheet Metal Flashing and Counterflashing	334600	-1	Perforated Wall Pipe + Fittings
	-2	Pre-Finished Roof Edge		-2	Geotextile Filter Fabric (Flat/Sock)
	-3	Pre-Finished Coping		-3	Drainage Panel
	-4	Sheet Metal Flashing			
	-5	Sheet Metal Gutter			
	-6	Sheet Metal Downspout			
	-7	Sheet Metal Scupper			
077124	-1	Roof Expansion Joint			
077200	-1	Roof Hatch-Ladder			
078413	-1	Penetration Firestopping			
078445	-1	Joint Firestopping			
079200	-1	Sealant - Rake where required			
	-2	Joint Filler			
	-3	Gasket			
	-4	Backer Rod			
079500	-1	Expansion Control			

HTK ARCHITECTS PA
9300 W 110TH ST. STE. 150
OVERLAND PARK, KANSAS 66210
P 913.663.3373
900 S KANSAS AVE., SUITE 200
TOPEKA KANSAS 66612
P 785.266.3373
www.htkarchitects.com

RICHARD BLACKBURN
4-15-15
13435
REGISTERED ARCHITECT

DENNIS A. HAUN
4-15-15
2567
REGISTERED ARCHITECT

DATE:
- 4-15-15

REVISED DATE:
- 12-18-14
- 2-9-15
- 3-10-15
-

HTK PROJECT NUMBER:
- 1410.03

Department of Administration
Office of Facilities and
Procurement Management
800 SW Jackson, Suite 700
Topeka, Kansas 66612-1216
Phone: 785-296-8899
FAX 785-296-3456

STATE OF KANSAS
STATE OF KANSAS ENERGY & SERVICE CENTER
221 SW 7th Street
BUILDING NUMBER 17300-0038
DRAWN BY: DWB CHECKED BY: CHK REV: 1
DATE: 4-15-15

BUILDING ELEVATIONS

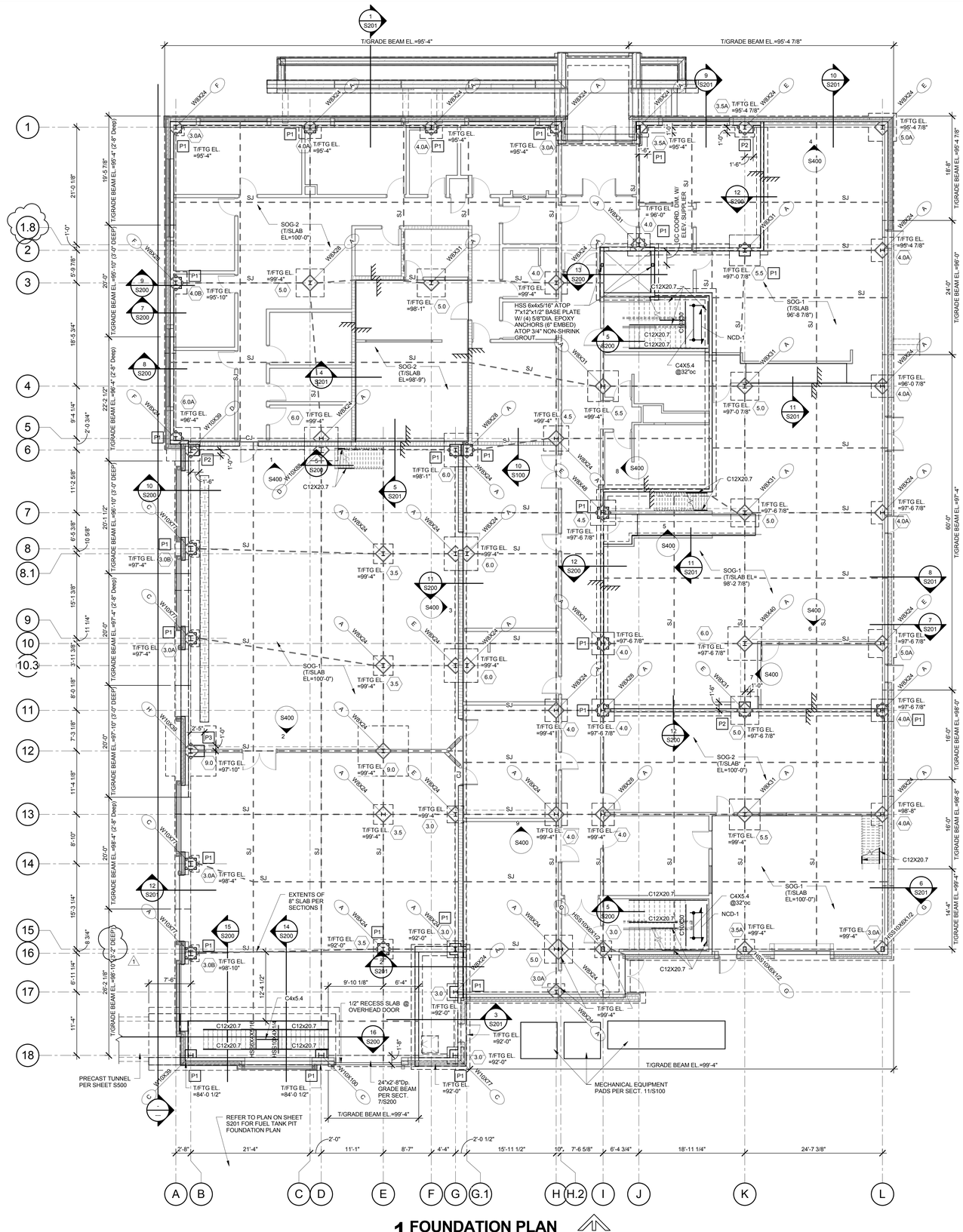
A-012651

A201

CONSTRUCTION DOCUMENTS

4/29/2015 12:08:12 PM C:\Users\dah\Documents\REVIT\State of Kansas Energy_CA_dah.rvt

JCSBC
2-2-2016
A6.9 - 149



1 FOUNDATION PLAN

1/8" = 1'-0"

NOTES:
1.) REFER TO GENERAL NOTES & LEGEND ON SHEET S100.

NORTH

COLUMN PILASTER SCHEDULE

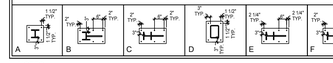
CONCRETE (PSI): 4000			REBAR (KSI): 60	
TYPE	PILASTER SIZE (DEPTHxWIDTH)	VERTICAL REINFORCING	TIES	SHAPE
P1	24"x24"	(8) #6	(2) #3 @12"oc	
P2	30"x24"	(10) #6	(4) #3 @12"oc	
P3	36"x24"	(12) #6	(5) #3 @12"oc	

1.) ALL PILASTER SHALL HAVE (3) ADDITIONAL SETS OF TIES AT TOP 5".
2.) ALL PILASTERS ARE CENTERED ON STEEL COLUMN UNLESS NOTED OTHERWISE PER PLAN.

COLUMN BASE PLATE SCHEDULE

TYPE	COLUMN	BASE PLATE	BASE PLATE TYPE	ANCHOR BOLTS	GROUT
A	PER PLAN	3/4"x14"x14"	A	(4) 3/4" Ø x 1' - 6" Lg.	1"
B	PER PLAN	1"x16"x16"	A	(4) 3/4" Ø x 1' - 6" Lg.	1"
C	PER PLAN	3/4"x16"x16"	A	(4) 3/4" Ø x 1' - 6" Lg.	1"
D	PER PLAN	3/4"x16"x20"	B	(6) 1" Ø (GRADE 105) x 2' - 0" Lg.	1"
E	PER PLAN	3/4"x16"x20"	C	(6) 1" Ø (GRADE 105) x 2' - 0" Lg.	1"
F	PER PLAN	1"x14"x14"	A	(4) 3/4" Ø x 1' - 6" Lg.	1"
G	PER PLAN	3/4"x12"x16"	D	(4) 3/4" Ø x 1' - 6" Lg.	1"
H	PER PLAN	3/4"x19"x24"	E	(6) 1 1/8" Ø (GRADE 105) x 2' - 0" Lg.	
J	PER PLAN	3/4"x16"x20"	F	(6) 1" Ø (GRADE 105) x 2' - 0" Lg.	1"

SHAPE (NOT TO SCALE)



NOTES:
1. COLUMNS SHALL BE CONTINUOUS WITH NO SPLICES UNLESS INDICATED OTHERWISE.
2. SEE PLAN FOR ORIENTATION OF COLUMNS.
3. ANCHOR BOLT LENGTH INCLUDES 4" OF PROJECTION AND 3" HOOK.

CONCRETE FOOTING SCHEDULE

SOIL PRESSURE (PSF): 5000	CONCRETE (PSI): 3500	REBAR (KSI): 60
TYPE	FOOTING SIZE (FT.) THICKNESS (IN.)	BAR SIZE/EA. WAY SPACING (IN.) BOTTOM
3.0	3'-0"x3'-0"x16"Dp	#4 @10"oc
3.0A	3'-0"x3'-0"x32"Dp	#4 @10"oc
3.0B	3'-0"x3'-0"xGR BM DEPTH PER PLAN	#4 @10"oc
3.5	3'-6"x3'-6"x16"Dp	#4 @10"oc
3.5A	3'-6"x3'-6"x32"Dp	#4 @10"oc
4.0	4'-0"x4'-0"x16"Dp	#4 @10"oc
4.0A	4'-0"x4'-0"x32"Dp	#4 @10"oc
4.0B	4'-0"x4'-0"x36"Dp	#4 @10"oc
4.5	4'-6"x4'-6"x18"Dp	#4 @10"oc
5.0	5'-0"x5'-0"x18"Dp	#5 @10"oc
5.0A	5'-0"x5'-0"x32"Dp	#5 @10"oc
5.5	5'-6"x5'-6"x18"Dp	#5 @10"oc
6.0	6'-0"x6'-0"x20"Dp	#5 @10"oc
6.0A	6'-0"x6'-0"x32"Dp	#5 @10"oc
9.0	9'-0"x9'-0"x36"Dp	#5 @10"oc T&B

NOTES:
1. EXTERIOR FOOTINGS OR FOOTING AT GRADE BEAM SHALL MATCH GRADE BEAM DEPTH AND BE PLACED WITH GRADE BEAM.
2. PROVIDE #4 @12"oc EACH WAY IN TOP OF FOOTING AT ALL BRACED BAY COLUMNS.
3. CENTER FOOTINGS ON COLUMNS AND/OR WALL CENTERLINES PER PLAN UNLESS NOTED OTHERWISE.

HTK ARCHITECTS PA
9300 W 110TH ST. STE 160
OVERLAND PARK, KANSAS 66210
T 913.663.4333 F 913.663.4370
www.htkarchitects.com

DATE:
- 4-15-15

REVISED DATE:
- 12-18-14
- 2-9-15
- 3-10-15

HTK PROJECT NUMBER:
- 1410.03

Department of Administration
Office of Facilities and
Procurement Management
800 SW Jackson Street, Suite 700
Topeka, Kansas 66612-1216
Phone 785-296-8899
FAX 785-296-3456

STATE OF KANSAS
STATE OF KANSAS ENERGY & SERVICE CENTER
221 SW 7th Street
Topeka, Kansas 66603
BUILDING NUMBER 17300-0038

DATE: 4-15-15 DRAWN BY: Author CHECKED BY: Checker REV: 1

FOUNDATION PLAN

A-012651

S101

CONSTRUCTION DOCUMENTS

4/28/2015 6:09:18 PM U:\Clients H-J\HTK Projects\HTK1408 - Kansas Energy\HTK1408 Dwgs\HTK1408 -S15- Kansas Energy_CLARK.rvt

JCSBC
2-2-2016
Att.9.--150

Procurement & Contracts
Office of Facilities & Procurement Management
900 S.W. Jackson St., Room 451 South
Topeka, KS 66612

Kansas
Department of Administration

Phone: (785) 296-2376
Fax: (785) 296-7240
http://admin.ks.gov/offices/procurement-and-contracts

Jim Clark, Secretary

Sam Brownback, Governor

AMENDMENT

Date:	May 7, 2015
Amendment Number:	5
Event Number:	EVT0003634
Closing Dates:	**May 12 & 13, 2015, 2:00 PM CST Local Topeka Time**
Procurement Officer: Telephone: E-Mail Address: Web Address:	David Stueve 785-296-0408 david.stueve@da.ks.gov http://admin.ks.gov/offices/procurement-and-contracts
Item:	New Energy & Service Center
Agency:	Kansas Department of Administration
Conditions:	1. Please note that Addendum Three from the Architect (consisting of twenty-five pages) follows on the next page of this amendment.

There are no other changes at this time.

A signed copy of this Addendum must be submitted with your bid. If your bid response has been returned, submit this Addendum by the closing date indicated above.

I (We) have read and understand this addendum and agree it is a part of my (our) bid response.

NAME OF COMPANY OR FIRM:_____

SIGNED BY:_____

TITLE:_____ DATE:_____

It is the vendor's responsibility to monitor the Procurement and Contract's website on a regular basis for any changes/addenda:

http://admin.ks.gov/offices/procurement-and-contracts

CONTRACT ADDENDUM THREE

May 7, 2015

ISSUED BY:

Horst, Terrill, & Karst Architects, P.A.
900 S. Kansas Ave., Suite 200, Topeka, Kansas 66612
Contact: Dennis Haugh (dah@htkarchitects.net) of
Tel: 785-266-5373
Fax: 785-266-5270

NOTICE TO ALL BIDDERS FOR THE:

State of Kansas Energy and Service Center

221 SW 7th Street, Topeka, Kansas 66612

Project No. A-012651
HTK Project No.: 1410.03

You are instructed to read and note the following described changes, corrections, clarifications, omissions, deletions, additions, approvals and statements pertinent to the Contract Documents. Contract Addendum One is a part of the Contract Bid Documents and Construction Documents and shall govern in the performance of the Work. **(25 pages total)**

ADDENDUM ITEMS TO ADDRESS

BIDDING REQUIREMENTS AND CONTRACT CONDITIONS

Article 3.00: General

1. The rammed aggregate piers system required for this project, as described in the geotechnical report included in the specifications, and referenced on the structural drawings is a proprietary system developed by Geopier. The contractor shall include this system in their scope of work and bid. Contact Aaron Gaul P.E., Ground Improvement Engineering, at 816-421-4334, agaul@groundimprovementeng.com.
2. The cost for temporary and permanent utilities for the project shall be the contractor's responsibility until final acceptance of the project by the owner.

Article 3-01: SPECIFICATIONS:

1. Division 1: Section15000 – Temporary Facilities and Controls: Site fencing and gates are required for this project as described in this Section. If staging of storage areas beyond the site property line is required, the contractor shall contact the City of Topeka for required approval, permits and regulations to be followed.

Article 3-02: SPECIFICATIONS

1. Section 074213 Metal Wall and Soffit Panels: 3.4, E. 7.Shall be revised to read: "Provide wall panels with staggered, swedged (factory crimped) end laps."
2. Section 105300 Pre-Manufactured Aluminum Canopies: 2.3A: Perfection Architectural Systems shall be added as an approved manufacturer.

Article 3-02a: SPECIFICATIONS

1. Section 21 0500 Sprinkler System
   a. In 1.1.A omit "and one dry pipe sprinkler system". There is no dry pipe sprinkler system on this project.

Article 3-03: SPECIFICATIONS

1. Section 22 3150 Fuel Oil Transfer Pumps
   a. 2.1.M omit reference to “day tanks”. There are no day tanks on this project.

Article 3-04: SPECIFICATIONS

1. Section 22 6100.2.5, Domestic Hot Water Recirculating Pumps
   a. The domestic hot water recirculating pump shall be Bell and Gossett PL-30 all bronze construction capable of 10 GPM at 18 Ft. TDH with 1/12 HP 120 VAC motor.

Article 3-05: SPECIFICATIONS

1. Section 23 1100 Chilled Water, Steam an Steam Condensate Piping and Steam/Piping Specialties
   a. This section shall also apply to HVAC hot water piping
   b. Pump flexible connectors shall be Teflon bellows type similar to Resistoflex R6904 or equal.
   c. A grooved piping solution either manufactured by Victaulic or Anvil will be allowed on chilled water and hot water piping systems located within the energy center.

Article 3-06: SPECIFICATIONS

1. Section 23 3100 Pumps
   a. Vertical Turbine Pumps
      i. In addition to the specification, each pump shall be provided with the following:
         Vertical Solid Shaft (VSS) motor
         Mechanical seal with drop-out spacer coupling
         1.1875” pump shaft
         5 foot bearing spacing
         Threaded column

Article 3-07: SPECIFICATIONS

1. Section 23 5100 Meters and Gauges for HVAC
   a. 2.5 Flow Meters
      i. Add the following:
         Provide a flow element of the averaging pitot type, (VERABAR®), as manufactured by Veris, Inc. The sensing element shall be made from 316SS and be of a solid one-piece construction with dual chambers. The element shall be bullet shaped and be self-averaging with multiple sensing ports on both high and low chambers. The low-pressure sensing ports shall be located on both sides of the element forward of the fluid separation point (to eliminate low-pressure plugging). The leading edge of the sensor shall be roughened to allow accurate measurement at low velocity flows. The flow element shall consist of a solid one-piece welded design. The element shall have an array of sensing ports whose quantity and location are a function of line size and in accordance with the Centroid of equal area calculus.

         This applies to:
         Each Chiller Evaporator Entering Piping
         Each Chiller Condenser Entering Piping
         Each Heat Recovery Chiller Heat Recovery Condenser Entering Piping

   b. 2.6 Installation schedule
      ii. Add gas flow meters in gas feeding each boiler

Article 3-08: SPECIFICATIONS

1. Section 23 8100 Scotch Marine Packaged Boilers

   a. 2.3.A Replace “working pressure” with “design pressure”.
   b. 2.3.C Add “provide a manual damper in the flue exhaust vent connection.

c. 2.4.C.7 Add “burner shall have a turndown of 4 to 1 when operating on fuel oil”.
d. 2.8.3 Replace “control and switchgear” with “control circuit transformers and motor starters”
e. 2.8.7.C omit “exhaust gas temperature, ambient temperature and differential temperature”
f. 2.9 add “Boiler manufacture to provide O2 Probe, temperature transmitter, steam flow meter, and gas flow meter for each boiler. The following information shall be displayed on the DTI and make available to the BMS:
   i. Exhaust O2 level
   ii. Steam Flow
   iii. Gas Flow
   iv. Stack exhaust temperature.
g. 3.2.D omit “boiler piping and instrument diagram”
h. 3.3.B omit this excerpt

Article 3-09: SPECIFICATIONS

1. Section 23 8200 Condensate Surge Unit
   a. 2.2.D There are (2) transfer pumps in lieu of (3) as indicated

Article 3-10: SPECIFICATIONS

1. Section 23 8300 Deaerator Boiler Feedwater Unit
   a. 2.2.D There are (2) feedwater pumps in lieu of (4) as indicated

Article 3-11: SPECIFICATIONS

1. Section 23 9100 HVAC Instrumentation Controls
   a. 1.3.A the automatic temperature control bid shall be incorporated into the bidders bid submission. This is in lieu of “Johnson Controls will contract directly with the Capitol Complex…”

Article 3-12: SPECIFICATIONS

1. Section 26 0600, EXISTING EQUIPMENT TO BE RELOCATED
   a. page 2, omit line item “Variable Speed Motor Controller for Primary Pump…”
   b. The matrix indicates existing electrical equipment in the Docking State Office Building (DSOB) that is available to the Contractor for reuse in the Energy and Service Center. All equipment indicated on the drawings shall be provided by the Contractor. If specific equipment is available as indicated in the schedule, the contractor shall remove it from the DSOB and reinstall it in the Energy and Service Building. For example, a variable speed motor controller is indicated on the drawings for a condenser water pump. This pump has a 30 HP 460 volt motor. In the DSOB there is a variable speed motor controller that currently serves a pump that has a 40 HP 460 volt motor. This existing variable speed motor controller can be used for the condenser water pump.

Article 3-13: SPECIFICATIONS

1. Section 26 1100, RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS
   a. 2.3.D, minimum conduit size shall be 3/4”.

Article 3-14: SPECIFICATIONS

1. Section 228 3111 FIRE ALARAM SYSTEM
   a. The fire alarm system shall be an extension of the State of Kansas life safety fire alarm network, and shall be provided under procurement contract number 13010066. Contact Cliff Price with SimplexGrinnell at 785 249-3837, or clprice@simplexgrinnell.com.” All costs associated with the fire alarm system shall be included in the contractor’s base bid.

Article 3-15: DRAWINGS – CIVIL

1. Sheet C050: Revised to show 7th Street demolition limits to match revised 7th St. access.
2. Sheet C100: Revised 7th Street access.

3. Sheet C101: Revise to add the following general note:

"The contractor shall provide filter fabric covering the outside of the vertical drain panels along each side of the utility tunnel. The filter fabric shall be extended such that there is a minimum of 6" lapping over the top and behind the drain panels (between the tunnel wall and the drain panel). It shall also be extended around and under the foundation drain pipe and extended behind the drain panels a minimum of 6" lap (between the tunnel wall and drain panel).
The foundation drain pipe shall be placed at the bottom of the tunnel sides snug with the bottom (horizontally) of the drain panels (filter fabric placed to assist with holding the pipe against the drainage panels) along both sides of the utility tunnel. The pipe shall be 4" diameter perforated PVC (Schedule 40).
The contractor shall install sewer cleanouts extending vertically upwards to the surface such that the cast top is flush with the pavement. The sewer cleanouts shall be 4" solid walled Schedule 40 PVC. In accordance with the sewer cleanout details. The sewer cleanouts shall be spaced at no more than 100' increments along each side of the tunnels and with the first one placed at the uppermost end of the tunnels. The sewer cleanouts shall project through the filter fabric and the contractor shall secure the filter fabric around the sewer cleanout to prevent dirt from entering the drainage panels or perforated foundation drain lines.
The foundation drain lines shall be connected to the sump pit at the north end of the tunnel, adjacent to the Energy Center building. See Sh. PH101 for sump details."

4. Sheet C200: Revised 7th Street Access and adjacent grading.
5. Sheet C300: Added storm sewer to the 7th St. access location. Two area inlets and associated storm sewer pipe.
6. Sheet C400: Added sidewalk closure signage.
7. Sheet C500: Revised sheet number and title from C100-Site Plan to C500-Erosion Control Plan and added inlet protection at revised 7th St. access.
8. Refer to Sheets C050, C100, C200, C300, C400, and C500 attached to this Addendum.

Article 3-16: DRAWINGS – AS101 ARCHITECTURAL SITE PLAN

1. Site plan: Has been revised to show:
    a. Revised 7th Street access.
    b. Location of existing trees to remain and protected during construction per note No. 5.
    c. Refer to Sheet AS101 attached to this Addendum.

Article 3-17: DRAWINGS – AS102 LANDSCAPE PLAN

1. 6AS102 Landscape Plan has been revised to show:
    a. Revised 7th Street access and landscaping.
    b. Location of existing trees to remain and protected during construction.
    c. Refer to Sheet AS102 attached to this Addendum.

Article 3-18: DRAWINGS – A105 STATEHOUSE FLOOR PLANS

1. 8a105, 9a105, and 13A105: Shall be revised to add the following note: "At large openings cut through existing floor/ceilings or foundation walls for new tunnel entrances for mechanical piping, electrical conduit, provide 2 hour rated, (UL Des U419). Barrier construction shall consist of 3 1/2" metal stud framing, 24 o.c. maximum and as required to allow penetration of mechanical piping, with two layers of 5/8" fire rated gypsum board each side, fire taped. Provide penetration fire stopping between drywall edges and adjacent walls, piping, or conduits each side of barrier."

Article 3-19: DRAWINGS - SHEET S101

1. Plan note to indicate utility tunnel is to be "cast-in-place" per sheet S500. Refer to Sheet S101 attached to this Addendum.
2. Add plan note on foundation plan: '' Provide mechanical pad per section 11/S100 at boilers and chillers.''

Article 3-20 DRAWINGS - SHEET S200

3. Notes in Section 16/S200 shall be revised to indicate utility tunnel is to be "cast-in-place" per sheet S500. Refer to Sheet S200 attached to this Addendum.

Article 3-21: DRAWINGS - SHEET S500

1. Notes in Section 1/S500 shall be revised to indicate utility tunnel is to be "cast-in-place" concrete.
2. Notes in Section 2/S500 shall be revised to indicate utility tunnel is to be "cast-in-place" concrete.
3. Notes in Section 3/S500 shall be revised to indicate utility tunnel is to be "cast-in-place" concrete.
4. Notes in Section 6/S500 shall be revised to indicate utility tunnel is to be "cast-in-place" concrete.
5. Notes in Section in Plan 9/S500 shall be revised to indicate utility tunnel is to be "cast-in-place" concrete.
6. Add the following note to Section 1/S500:

   "The contractor shall provide filter fabric covering the outside of the vertical drain panels along each side of the utility tunnel. The filter fabric shall be extended such that there is a minimum of 6" lapping over the top and behind the drain panels (between the tunnel wall and the drain panel). It shall also be extended around and under the foundation drain pipe and extended behind the drain panels a minimum of 6" lap (between the tunnel wall and drain panel). The foundation drain pipe shall be placed at the bottom of the tunnel sides snug with the bottom (horizontally) of the drain panels (filter fabric placed to assist with holding the pipe against the drainage panels) along both sides of the utility tunnel. The pipe shall be 4" diameter perforated PVC (Schedule 40). The contractor shall install sewer cleanouts extending vertically upwards to the surface such that the cast top is flush with the pavement. The sewer cleanouts shall be 4" solid walled Schedule 40 PVC. In accordance with the sewer cleanout details. The sewer cleanouts shall be spaced at no more than 100' increments along each side of the tunnels and with the first one placed at the uppermost end of the tunnels. The sewer cleanouts shall project through the filter fabric and the contractor shall secure the filter fabric around the sewer cleanout to prevent dirt from entering the drainage panels or perforated foundation drain lines. The foundation drain lines shall be connected to the sump pit at the north end of the tunnel, adjacent to the Energy Center building. See Sh. PH101 for sump details."

7. Refer to Sheet S500 attached to this Addendum.

Article 3-22: DRAWINGS – ME101

1. The luminaires located just north of the building, to the east of the north entry stair shall be type "SL-6".
2. A concrete foundation shall be provided for the engine driven generator. This concrete foundation shall be 12" longer and 12" wider than the engine driven generator. A full perimeter concrete foundation shall be provided. This foundation shall be a minimum of 24" thick. The foundation shall be reinforced with #4 bars at 12" centers each way at each face with 3" concrete cover provided. The concrete slab shall be a minimum of 8" thick, shall be installed on a minimum of 8" of compacted granular fill and reinforced with #6 bars at 8" centers.
3. Refer to the attached drawings ME3-1 and ME3-2 for work associated with the new stair that exits the ground floor of the Kansas Statehouse.

Article 3-23: DRAWINGS – ME201 SCHEDULES

1. Existing Equipment Schedule

   a. The Chiller 3 is located in the Eisenhower Building and is not a heat recovery chiller.

Article 3-24: DRAWINGS – ME202 SCHEDULE

1. Piping Material Schedule

   a. Drain Waste and Vent Piping
      Below grade piping in the boiler and chiller room shall be service weight cast iron with bell and spigot joints and fittings

      Below grade piping in the remainder of the building shall be schedule 40 PVC with solvent weld joints and fittings.

      All above grade piping shall be service weight cast iron with heavy duty no hub bands with stainless steel straps.

Article 3-25: DRAWINGS – ME203 SCHEDULES

1. High Pressure Steam Boiler Schedule

    a. The boiler manufacturer shall provide steam and gas flow meters, temp transmitters and O2 transmitters

2. Water Softener

    a. The water softener shall be duplex with automatic controls to assure only one of the softeners is off line for regeneration at any given time. Controls shall be programmed to regenerate a softener between the hours of 12:00 midnight and 5:00 AM.

Article 3-26: DRAWINGS – ME204 SCHEDULES

1. Welding and Paint Spray Booth Exhaust Schedule

    a. The paint spray booth exhaust fan shall be provided by the paint spray booth manufacturer. The motor shall be 3 HP in lieu of 2 HP and the fan shall exhaust 8,000 CFM.

Article 3-27: DRAWINGS – ME301 AUTOMATIC SYSTEM CONTROL DIAGRAM

1. Refer to the attached revised sheet ME301 for revision in the piping connections at the Kansas Statehouse.

Article 3-28: DRAWINGS – ME303 AUTOMATIC TEMPERATURE CONTROLS

1. Add the following Sequences of Operation

    a. HOT WATER HEATING SYSTEM

        The hot water pump shall run continuously. The operation of each pump shall be equalized based on an adjustable time of operation schedule. Should the enable pump fail to start, the stand by pump shall be energized automatically and an alarm shall be sounded at the central control computer. A differential pressure sensor, located across a coil in a location as determined collectively by the Engineer and Automatic Temperature Control Contractor in conjunction with a variable speed motor controller shall very the speed of the pump motor as required to maintain the differential pressure at the sensor. Steam will be delivered to operate the “steam-to-water” heat exchanger. The steam control valves sized for 1/3 and 2/3 of the total steam load respectively shall be sequenced as required to maintain the desired hot water supply temperature. Pump status will be verified prior to operation of the control valves.

        A sensor sensing hot water supply temperature and a sensor sensing the outdoor air temperature will act through the DDC controller so as to control the heat exchanger as required to produce the desired hot water supply temperature schedule. The water temperature will increase as the outdoor air temperature decreases. The schedule shall linear and shall provide 180 degree supply water temperature at 0 degree ambient air temperature and 120 degree supply water at 60 degree ambient air temperature. Identified alarms shall register at the central control computer if the value of any control parameter is outside of its setpoint by a predetermined amount or if a pump fails to start.

    b. VARIABLE AIR VOLUME AIR HANDLING UNIT

        The occupied / unoccupied mode shall be determined by a time-of-day schedule at the central computer.

        In the occupied mode of operation, the unit fan shall run continuously. In the unoccupied mode of operation the fan shall be cycled as required to maintain the set back temperature (adjustable). A differential pressure transmitter, located 2/3 the distance of the longest supply duct shall, through the DDC controller and variable frequency drive, vary the fan speed as required to maintain the static pressure setpoint. The setpoint shall be determined by the testing and balancing contractor. A

manual reset duct high pressure limit shall shut the fan down if pressure rises above its setting.

In the occupied mode, the hot water valve, chilled water valve and mixing dampers shall be modulated in sequence as required to maintain a discharge air temperature of 55 degrees F. (adjustable). At ambient temperatures above 60 degrees F. (adjustable) the outside air dampers shall be at an adjustable minimum position.

An automatic reset low limit temperature sensor shall close the outside air damper, open the return air damper to the full open position, modulate the hot water control valve to the full open position and start the fan, if the unit is operating in the set back mode, if the mixed air temperature drops below 42 degrees F. (adjustable).

A serpentine manual reset low limit temperature sensor shall shut the unit fan off, adjust the outside air damper to the closed position, return damper to the full open position and adjust the hot water control valve to the full open position if the temperature, sensed along any 12" of the element, drops below 38 degrees F. (adjustable).

Identified alarms shall register at the central control computer if the value of any control parameter is outside of its setpoint by a predetermined amount, if the low limit control is activated, or if the unit is shut down by high duct static pressure or low temperature limit.

c. VARIABLE VOLUME TERMINAL UNITS

The DDC controller shall position, in sequence, the damper actuator and hot water control valve as required to maintain room temperature (adjustable). Room temperature sensors shall be provided which allow a predetermined set point adjustment above and below a predetermined value. A button shall be provided to bring the air handling unit out of the set back mode of operation for a predetermined period of time. Each variable air volume terminal unit shall be provided with an air flow sensing device, a control transformer, DDC controller, pressure transducer and damper actuator. The automatic temperature control contractor shall furnish damper actuator DDC controller and pressure transducer to the terminal unit manufacturer for factory installation. The completed assembly shall be factory wired and tested by the terminal unit manufacturer prior to shipping.

d. VENTILATION CONTROL

Each variable air volume terminal shall be set to maintain a minimum air flow. If the temperature at the space temperature sensor drops below a predetermined value below set point, the damper in the variable air volume terminal shall be closed.

A space CO2 sensor shall be provided in a locations as determined by the engineer and temperature control contractor in each the open office on the first floor in open office room 113 and in conference room 106 and on the second floor in room 211 and conference room 210. A CO2 sensor shall be provided in the common return air duct. If space CO2 levels in any of these locations rise above a predetermined minimum, the damper in the variable air volume terminal shall be modulated open to the predetermined minimum, if it is closed. The air handling unit outside air shall be modulated open as required to lower the CO2 levels in the return air.

e. PRESSURE CONTROL

A space static pressure sensor shall be provided to monitor space static pressure in the space. A relief damper and actuator shall be provided in each the first and the second floor to relieve excess air into the boiler room.

Dampers with actuators shall be provided behind the louvers in each the main boiler room and the main chiller room. A space static pressure sensor shall be provided in each the main boiler room and the main chiller room. The dampers in each respective space shall modulate as required to maintain static pressure in the respective space.

f. SINGLE ZONE AIR HANDLING UNIT CONTROL

The occupied / unoccupied mode shall be determined by a time-of-day schedule at the central computer.

In the occupied mode of operation, the unit fan shall run continuously. In the unoccupied mode of operation the fan shall be cycled as required to maintain the set back temperature (adjustable).

In the occupied, the outside air and return air dampers shall be set to supply a predetermined minimum amount of ventilation air. In the unoccupied mode, the outside air damper shall be closed and the return damper modulated to the full open position.

The hot water coil, air cooled condensing unit and mixing dampers shall be modulated as required to maintain space temperature. At ambient temperatures above 60 degrees (adjustable) the outside air damper shall be set to minimum position. During a call for cooling at ambient temperatures below 60 degrees the mixing dampers shall modulate to provide a mixed air temperature of 55 degrees F. (adjustable).

An automatic reset low limit temperature sensor shall close the outside air damper, open the return air damper to the full open position, modulate the hot water control valve to the full open position and start the fan, if the unit is operating in the set back mode, if the mixed air temperature drops below 42 degrees F. (adjustable).

A serpentine manual reset low limit temperature sensor shall shut the unit fan off, adjust the outside air damper to the closed position, return damper to the full open position and adjust the hot water control valve to the full open position if the temperature, sensed along any 12” of the element, drops below 38 degrees F. (adjustable).

Identified alarms shall register at the central control computer if the value of any control parameter is outside of its setpoint by a predetermined amount, if the low limit control is activated, or if the unit is shut down by low temperature limit.

g. FAN COIL UNIT CONTROL

The room thermostat shall modulate the chilled water and hot water coils as required to maintain set room temperature.

The fan shall run continuously in the occupied mode of operation and shall cycle as required to maintain a setback temperature in the unoccupied mode of operation.

h. BOILER ROOM VENTILATION CONTROL

Three steam make up air handling units shall be provided. Each shall be interlocked to operate when the burner on the boiler, to which it is interlocked, is firing. A discharge temperature sensor and space temperature sensor shall be provided and the steam control valve shall be modulated as required to maintain a predetermined discharge air temperature and a minimum space temperature.

i. CHILLER ROOM VENTIALTION CONTROL

One steam make up air handling unit shall be provided. The unit shall be provided with a discharge temperature sensor and space temperature sensor. The steam control valve shall be modulated as required to maintain a predetermined discharge air temperature and a minimum space temperature.

j. PAINT SPRAY BOOTH AND WELDING EXHAUST MAKE UP AIR UNIT CONTROL

One steam make up air handling unit shall be provided. The unit shall be interlocked with each the paint spray booth and the welding exhaust fan. The unit shall be provided with a discharge temperature sensor. The steam control valve shall be modulated as required to maintain a predetermined discharge air temperature when the unit is operating.

Return air and outside air dampers shall be provided. These dampers shall be modulated to provide the required make up air supply dependent on which unit is operating. When the total outside air

supply is lower than the total unit supply, the difference shall be returned to the unit via the return duct.

Article 3-29: DRAWINGS – ME302 SEQUENCE OF OPERATION

1. In 1.B.I.6 omit "and the isolation valve for the selected tower shall be opened". There are no automatic isolation valves for each of the tower cells.

Article 3-30: DRAWINGS – PH102 FIRST FLOOR PLAN, PLUMBING

1. Domestic water service shall be 3"
2. Domestic water above room 125 shall be 1-1/4" DHW, 2" DCW.
3. Domestic water above corridor 122 east of room 124 shall be 1-1/4" DHW, ¾" DHWR.,2" DCW.
4. Domestic hot and cold water to the domestic water heater shall each be 1-1/2". DHWR shall be 1-1/4"
5. Domestic water above corridor 122 east of room 120 shall be ¾" DHW, ¾" DHWR and 1-1/4" DCW.
6. Domestic cold water feeding into rooms 140 and 138 shall be 2"
7. Domestic Cold water feeding up to the second floor shall be 2"
8. Domestic hot water return line in room 139 shall be 1" in lieu of ¾".
9. The south 2" waste up to FD above room 117 actually feeds up to fixture type "P-6" which is a (2) compartment sink.

Article 3-31: DRAWINGS – PH103 SECOND FLOOR PLAN, PLUMBING

1. Domestic hot and cold water and domestic hot water return above corridor 205 east of room 219 shall be ¾".
2. Domestic hot and cold water and domestic hot water return above corridor 205 east of room 215 shall be ¾".
3. Domestic hot and cold water and domestic hot water return above room 218 feeding the lavatories shall be 1".
4. Domestic cold water feeding to the main above corridor 205 and domestic cold water piping above room 205 from south side of take off to lavatories in room 218 and to the north side of the take off to lavatories in room 217 shall be 2".
5. Domestic hot and cold water and domestic hot water return feeding lavatories in room 218 shall be 1".
6. Domestic hot and cold water and domestic hot water return feeding lavatories in room 217 shall be 1".
7. The 2 compartment sink in room 211 is fixture type "P-6"
7. The ice maker indicated in 211 will be furnished by the Owner, installed by the contractor. Provide a RPZ type back flow preventer in the supply piping.

Article 3-32: DRAWINGS – MH101 FIRST FLOOR PLAN, HVAC

1. In room 145 provide a thermostat for control of V16. Locate the thermostat in the southeast corner of the room.

Article 3-33: DRAWINGS – MH102 SECOND FLOOR PLAN, HVAC

1. In room 213 provide a thermostat for control of V7. Locate the thermostat on the south wall of the room below generally below the return grille.

Article 3-34: DRAWINGS – MH103 PARTIAL FIRST FLOOR PLAN, CHILLER ROOM AND BOILER ROOM

1. Provide automatic control dampers behind each of the louvers that are indicated on the west wall of each the chiller room and the boiler room.
2. The grilles identified as type "A" in the chiller room shall be type "J".
3. Provide an automatic damper in the outside air intake ductwork for each of (3) MUA units in the boiler room.

Article 3-35: DRAWINGS – MP201 PARTIAL FIRST FLOOR PLAN, CHILLER ROOM AND BOILER ROOM

1. Provide independent 5" type ACR copper discharge piping for the rupture discs on each chiller. Termination shall be above roof. Provide pipe penetration curb and turn the pipe 90 degrees to result in a horizontal discharge and to protect the pipe from water infiltration. Provide bird screen at the terminus of the respective pipe. Support the piping system independent of the rupture disc and provide a stainless steel flexible connection at the final connection to the rupture disc. Provide a minimum 3'-0"

drip leg with ¼" drain line from the base of the trip leg to terminate over a floor drain.
2. The chilled water by-pass required to maintain minimum chiller flow shall be 5".

Article 3-36: DRAWINGS – MP202 PARTIAL SECOND FLOOR PLAN

1. The Cooling Tower, Cell 3 shall be provided as a part of the base bid. Omit the "future" notation.

Article 3-37: DRAWINGS – MP403 MECHANICAL PIPING DETAILS

1. In detail C1, relocate the 3 way by pass originally indicated on the condenser water inlet piping to the heat recovery condenser .

Article 3-38: DRAWINGS – FH101 FIRE PROTECTION SPRINKLER, FIRST FLOOR

1. Provide a sprinkler in the exhaust ductwork for the paint spray booth.

Article 3-39: DRAWINGS – EP101 FIRST FLOOR PLAN, POWER

1. In room 135 there are (3) disconnect switches that are provided for testing. One is 250 volt 30 amp 3 pole, one is 250 volt 30 amp 2 pole and one is 600 volt 30 amp 3 pole.
2. Refer to sheet EY101 for locations of access control doors that require 120 VAC electrical circuit. Provide the required 120 VAC electrical circuit from panel ELP-1. Provide a 20 amp circuit with 20 amp 1 pole circuit breaker and (3)#12 in ¾" conduit.

Article 3-40: DRAWINGS – EP102 FIRST FLOOR PLAN, HVAC POWER

1. Add an overhead door operator for the overhead door in the south wall of room 127. Provide a push button control switch adjacent to the door. Circuit to a 20 amp 1 pole circuit breaker in pole position 37 in panel LP-1 using (3) #12 in ¾" conduit. Provide all connections required for a complete and fully operationally door operator.
2. The starters required for all overhead door operators shall be provided with the unit manufacturer.
3. In room 129, the disconnect switch provided for the cab power shall be a 30 amp 2 pole heavy duty disconnect switch.
4. The paint spray booth exhaust fan shall be 3 HP in lieu of 2 HP. Omit the variable speed drive indicated to control the paint spray booth exhaust fan. The paint spray booth manufacturer shall provide a control panel. The motor control for the paint spray booth exhaust fan shall be incorporated into the panel. The Contractor shall connect power to the control panel in lieu of to the variable speed motor controller. Provide all connections, miscellaneous equipment and material to result in a complete and fully operational system.
4. Provide power for the smoke barrier curtain at the elevator door in room 146. Provide (3) #12 in ¾ " conduit to a 20 amp 1 pole circuit breaker in panel ELP-1.

Article 3-41: DRAWINGS – EP103 SECOND FLOOR PLAN, POWER

1. In room 211, the disconnect switch for the ice machine shall be 30 amp 2 pole. The circuit feeding the ice machine shall be (3) #10 in ¾" conduit in lieu of (3) #12 and the circuit breaker protecting this circuit shall be 30 amp in lieu of 20 amp. Verify the electrical connection requirements with the engineer prior to installation of the circuit. If it differs from that indicated, so inform the Engineer.

Article 3-42: DRAWINGS – EP104 SECOND FLOOR PLAN, HVAC POWER

1. The CMS serving MUA-S1, 5 HP 460 VAC 3 Phase, shall be size 1/0.
2. The circuit feeding the welding exhaust fan shall be (4) #12 in ¾" conduit from a 20 amp 3 pole circuit breaker installed in panel HP-3A.
3. Provide power for the smoke barrier curtain at the elevator door in room 205. Provide (3) #12 in ¾ " conduit to a 20 amp 1 pole circuit breaker in panel ELP-1

Article 3-43: DRAWINGS – EP105 ROOF PLAN, POWER

1. Disconnect switch for EEAC-1 shall be 30 amp 2 pole heavy duty rain tight fused at 15 amps RK-5.

Article 3-44: DRAWINGS – EP201 PARTIAL FIRST FLOOR PLAN, BOILER ROOM AND CHILLER ROOM POWER

1. The CMS serving AHU-2, 1/2 HP 120 VAC 1 phase, shall be size 1/0.
2. The CMS serving MUA-C1, 3 HP 460 VAC 3 phase, shall be size 1/0.
3. The existing CMS that serves the existing RRVF-1 which is scheduled to be relocated from the DSOB can be relocated and reused for this fan in the new Energy and Service Building. This fan has a 1 HP 460 VAC 3 phase motor 2ith 2 windings. If a new starter is provided, the fan only requires operation at the high speed. The motor starter shall be size 1/0.
4. The adaptive control for chiller #3 is actually unit mounted and not remote floor mounted as indicated on the original plans.

Article 3-45: DRAWINGS – EL102 SECOND FLOOR PLAN, LIGHTING

1. Room 211, lighting luminaires indicated above the counter top, in lieu of the two luminaires indicated, provide (1) nominal 24" long lighting luminaire, Kenall AUCLED I MW 16L35K 24" 277 VAC. This luminaire shall be mounted on the bottom side of the cabinet that is directly above the sink.
2. In rooms 211, 212, 213 and 214 the originally indicated type "A1" luminaires shall be relabeled as type "A2".

Article 3-46: DRAWINGS – EY101 FIRST FLOOR PLAN, FIRE ALARM

1. Provide fire alarm system connection for the smoke barrier curtain at the elevator door in room 146. Provide cable, connections programming and any miscellaneous material and equipment to result in a fully functional system.

Article 3-47: DRAWINGS – EY102 SECOND FLOOR PLAN, FIRE ALARM

1. Provide fire alarm system connection for the smoke barrier curtain at the elevator door in room 205. Provide cable, connections programming and any miscellaneous material and equipment to result in a fully functional system.

Article 3-48: DRAWINGS – MT303, PARTIAL NW MECHANICAL VAULT IN KSH

1. Refer to the attached revised sheet MT303 for chilled water piping revision.

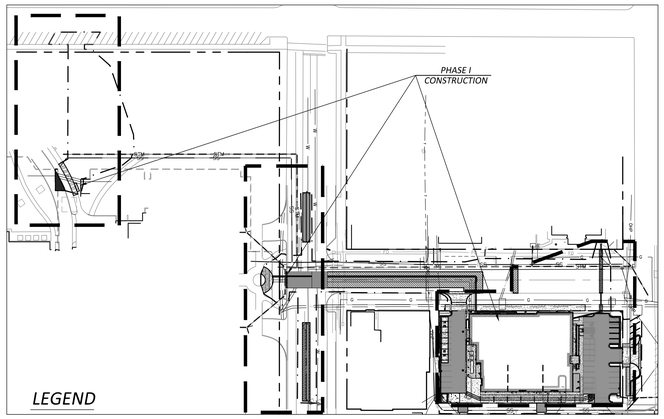
Article 3-49: EQUIVALENT MANUFACTURERS

1. The following list of manufacturers will be acceptable for bidding. Note that listing as an approved equivalent does not relieve the manufacturer of any requirement to adhere to the original specification.

Section	Description	Manufacturer
23 2100	Heat Exchanger	Patterson
23 2200	Condensate Pumps	BFS
23 3100	Pumps	Patterson Hydro Flo
Plan ME 201	Steam Pressure Reducing Station	Armstrong Hoffman Spence
Plan ME202	Cooling Tower	EVAPCO
Plan ME203	Exhaust Silencer	Armstrong Stoddard

END OF CONTRACT ADDENDUM THREE

*****RECEIPT OF THIS ADDENDUM IS TO BE ACKNOWLEDGED ON THE BID FORM*****



PHASING NOTES:

PHASE IA: *PHASE IA - CLOSE THE MIDDLE LANES OF SW 8TH AVE. DEMOLISH THE EXISTING MEDIAN ISLANDS AND CONSTRUCT TEMPORARY 6" ASPHALTIC CONCRETE PAVEMENT FLUSH WITH THE EXISTING PAVEMENT. CROWN IN MIDDLE TO DRAIN TO NORTH AND SOUTH.*

PHASE IB: *CLOSE THE NORTH INTERNAL ACCESS ROAD TO TRAFFIC AT THE EAST AND WEST ENTRANCES. COMPLETE DEMOLITION AS NOTED AND/OR AS NECESSARY AND CONSTRUCT 7'X5' CONCRETE TUNNEL FROM STA. 19+99.00 TO STA. 20+37.84 BETWEEN THE EXISTING PARKING GARAGE AND NORTHWEST VAULT OF CAPITOL BUILDING.*

CLOSE SOUTH THREE LANE WIDTHS OF SW 8TH AVE. TO THROUGH TRAFFIC. MAINTAIN ONE LANE OF TRAFFIC IN EACH DIRECTION ON SW 8TH AVE. ALONG NORTH SIDE. CLOSE CUT-BACK PARKING STALLS ALONG NORTH SIDE OF SW 8TH AVE. BETWEEN SW JACKSON ST. AND SW HARRISON ST. COMPLETE DEMOLITION AS NOTED AND/OR AS NECESSARY AND CONSTRUCT 7'X7' CONCRETE TUNNEL FROM STATION 1+00.00 TO STA. 1+65.00.

COMPLETE DEMOLITION AS NOTED AND/OR AS NECESSARY OF EXISTING RAISED MEDIAN ISLANDS WITHIN SW 8TH AVE. TO EAST AND WEST OF TUNNEL (APPROX. STA. 1+55.34, LT AND RT) AND CONSTRUCT 10" ASPHALTIC CONCRETE PAVEMENT. MATCH CROSS SLOPE OF EXISTING PAVEMENT TO EAST AND WEST OF THE ISLANDS.

COMPLETE DEMOLITION AS NOTED AND/OR AS NECESSARY OF PROPOSED BUILDING SITE AND CONSTRUCT PROPOSED BUILDING AND SITE IMPROVEMENTS.

CLOSE SW VAN BUREN ST. TO THE NORTH OF THE COMMERCIAL ENTRANCE TO THE SOUTH OF THE EISENHOWER BUILDING AT 7TH & VAN BUREN FOR WATER AND FIBER OPTIC UTILITY INSTALLATIONS. COMPLETE DEMOLITION AND CONSTRUCT WATER FIRE LINE, DOMESTIC WATER SERVICE LINE AND FIBER OPTIC CONDUITS UNDER SW VAN BUREN AVE. FROM WEST TO EAST. BACKFILL TRENCH AND PROVIDE TEMPORARY CRUSHED ROCK SURFACING TO MATCH EXISTING GRADE.

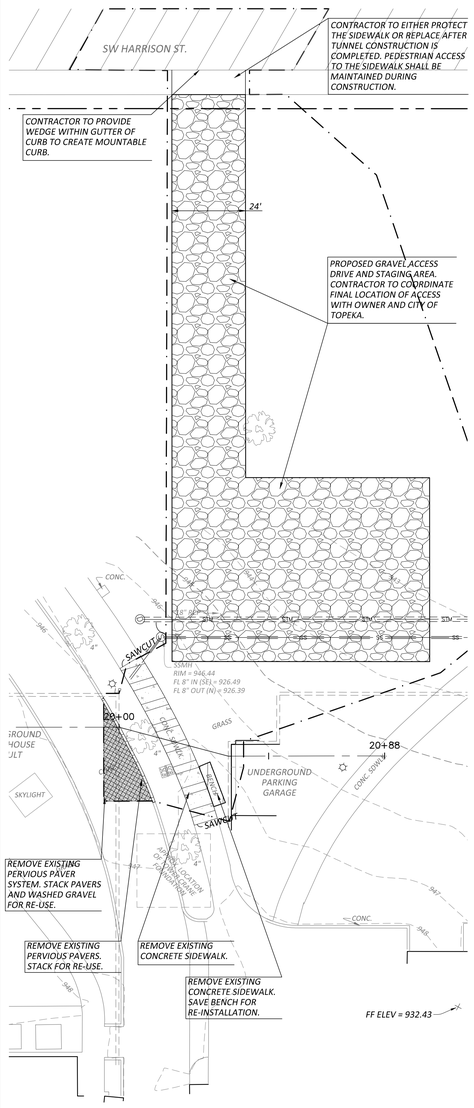
MAINTAIN ACCESS TO EXISTING BUSINESS ON WEST SIDE OF VAN BUREN FROM 8TH AVE. CLOSURE OF VAN BUREN FROM NORTH SHALL BE FOR NO MORE THAN 1 WEEK AND SHALL NOT COINCIDE WITH PHASE II CONSTRUCTION.

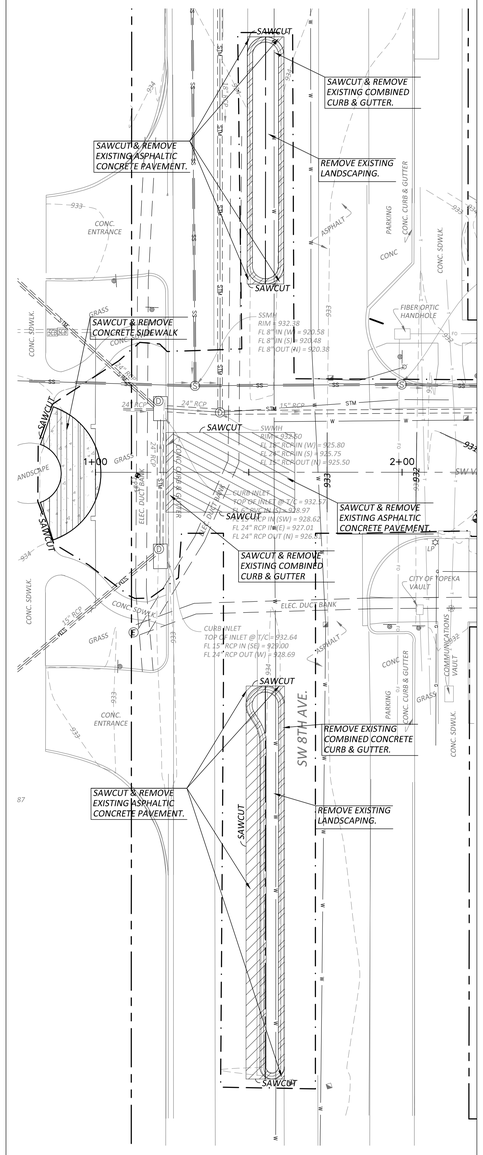
GENERAL NOTES:

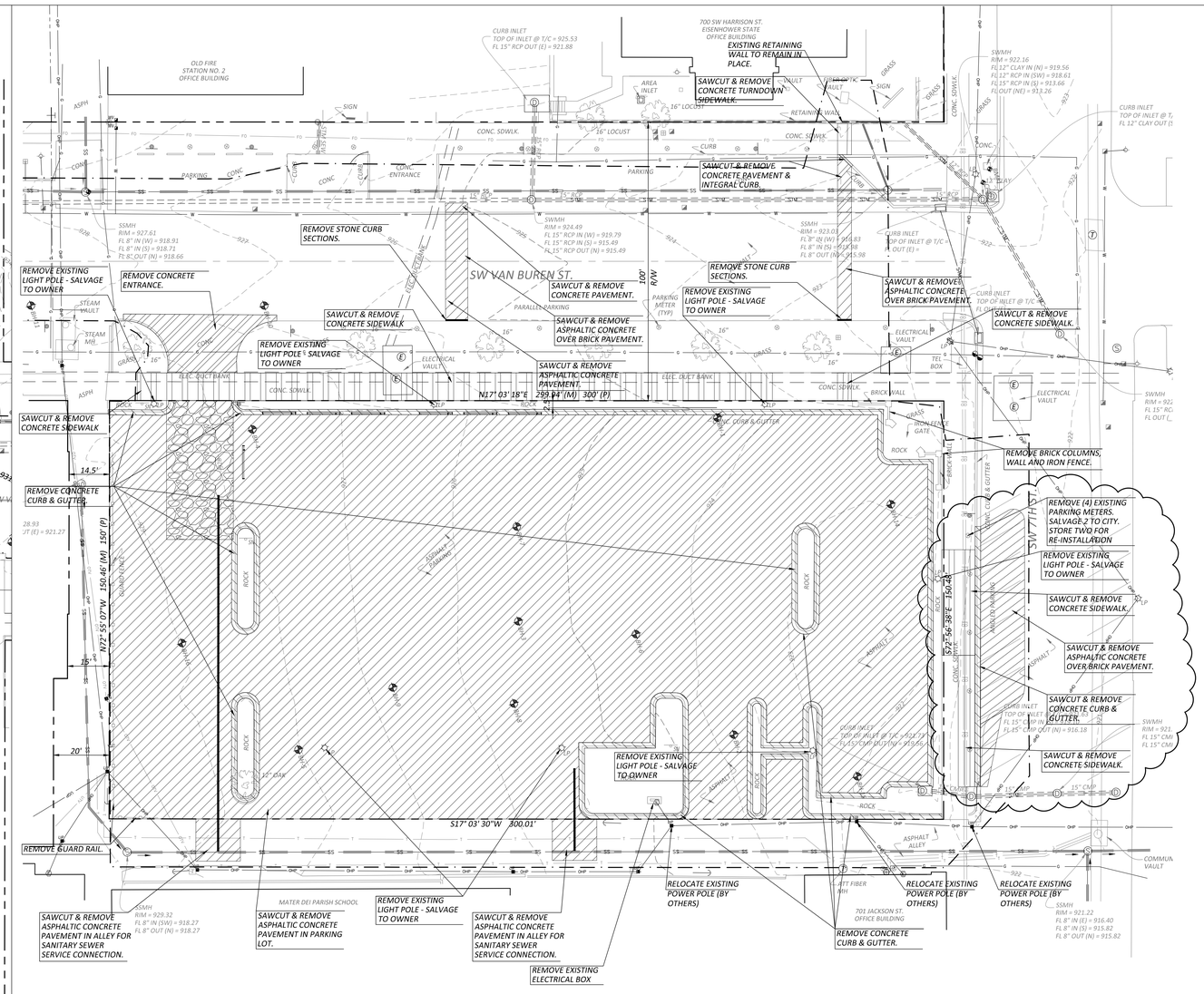
1. *ALL CONSTRUCTION METHODS AND MATERIALS USED IN THE CONSTRUCTION OF THE IMPROVEMENTS COVERED BY THESE PLANS SHALL BE IN ACCORDANCE WITH THE KANSAS DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR STATE ROAD & BRIDGE CONSTRUCTION", LATEST EDITION AND SPECIAL PROVISIONS, SUPPLEMENTED WITH THE SPECIFICATIONS NOTED ON THIS SHEET AND ALL APPLICABLE CITY CODES, ORDINANCES AND STANDARD TECHNICAL DESIGN AND DRAWING DETAILS ON FILE AT THE CITY OF TOPEKA, KANSAS.*
2. *THE LOCATION OF ALL OVERHEAD AND UNDERGROUND UTILITIES MAY VARY FROM WHAT IS INDICATED IN THESE PLANS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE WITH THE UTILITY OWNER TO LOCATE AND FLAG ALL UNDERGROUND UTILITIES WHETHER INDICATED OR NOT. NO EXCAVATION WILL BE PERMITTED IN THE AREA OF UNDERGROUND UTILITIES UNTIL ALL SUCH UTILITIES HAVE BEEN LOCATED AND IDENTIFIED TO THE SATISFACTION OF ALL PARTIES AND THEN ONLY WITH EXTREME CARE TO AVOID ANY POSSIBILITY OF DAMAGE TO THE UTILITY.*
3. *THE CONTRACTOR IS RESPONSIBLE FOR ANY AND ALL PERMITTING AND FEES THROUGH THE CITY OF TOPEKA DEVELOPMENT SERVICES DEPARTMENT.*
4. *REMOVAL LIMITS FOR CONCRETE CURB & GUTTER, STONE CURB AND SIDEWALK ARE APPROXIMATE. THE CONTRACTOR SHALL REMOVE THESE ITEMS TO THE NEAREST JOINT AND TO THE MINIMAL EXTENTS NECESSARY FOR SAFE AND SATISFACTORY CONSTRUCTION OF THE CONCRETE TUNNEL.*
5. *THE STONE CURB SHALL BE SALVAGED AND STORED FOR RE-INSTALLATION. ANY STONE CURB THAT IS DAMAGED DURING REMOVAL SHALL BE REPLACED WITH LIKE MATERIALS AND DIMENSIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO EVALUATE CONDITION OF EXISTING CURB PRIOR TO THE BID AND INCLUDE ALL COSTS ASSOCIATED WITH THE REMOVAL, STORAGE, REPLACEMENT AND RE-INSTALLATION OF THE CURB IN THE BID.*
6. *ALL BRICKS REMOVED FROM SW VAN BUREN ST. SHALL BE SALVAGE TO THE CITY OF TOPEKA STREET MAINTENANCE DIVISION. THE CONTRACTOR SHALL COORDINATE WITH THE STREET MAINTENANCE DIVISION FOR REMOVAL FROM THE SITE.*
7. *THE CONTRACTOR SHALL PROTECT THE EXISTNG UTILITY DUCTBANKS, CONDUITS AND PIPES FROM BEING DAMAGED DURING CONSTRUCTION. ANY DIRECT AND/OR INCIDENTAL DAMAGES CAUSED BY CONSTRUCTION ACTIVITIES SHALL BE PAID FOR BY THE CONTRACTOR.*
8. *THE CONTRACTOR SHALL ADEQUATELY AND FULLY SUPPORT ALL EXISTING UTILITIES CROSSING THE CONSTRUCTION AREA. THE CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS OF THE UTILITY OWNERS AND SHALL GAIN APPROVAL OF PROPOSED SUPPORT SYSTEM PRIOR TO BEGINNING CONSTRUCTION.*
9. *THE PROPOSED LOCATION OF ACCESS OFF OF SW HARRISON ST. FOR CONSTRUCTION OF THE TUNNEL SECTION BETWEEN THE NW VAULT AND PARKING GARAGE IS APPROXIMATE. THE CONTRACTOR SHALL ADJUST TO MISS TREES AND SPRINKLER HEADS WITHIN THE GRASSED AREA. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER FOR SPRINKLER HEAD LOCATIONS AND OTHER ITEMS TO BE PROTECTED WITHIN THIS AREA.*

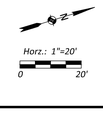
GENERAL NOTES:

10. *THE CONTRACTOR SHALL COORDINATE THE TEMPORARY CLOSURE OF EXISTING PARKING METERS ALONG SW HARRISON FOR THE CONSTRUCTION ENTRANCE.*
11. *THE CONTRACTOR SHALL REMOVE THE GRAVEL FROM THE STATEHOUSE LAWN IMMEDIATELY UPON COMPLETION OF THE 7'X5' TUNNEL SECTION. THE DISTURBED AREA SHALL BE RE-GRADED, A MINIMUM OF 6" OF TOPSOIL SHALL BE PLACED AND NEW SOD INSTALLED.*
12. *ANY SIDEWALK, CURB, GUTTER, LANDSCAPING, TREES, SPRINKLER HEADS OR PAVEMENT THAT IS DAMAGED DUE TO CONSTRUCTION ACTIVITIES SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE.*
13. *THE CONTRACTOR SHALL PROVIDE ADEQUATE CONSTRUCTION FENCING AND PROTECTION OF THE PROJECT SITE TO PROMOTE THE SAFETY AND SECURITY OF THE CONSTRUCTION FORCES AS WELL AS THE PUBLIC. THIS INCLUDES PROTECTION FOR VEHICULAR, PEDESTRIAN AND OTHER MODES OF TRANSIT.*









HTK ARCHITECTS PA
900 S. KANSAS AVE. TOPEKA, KANSAS 66612 P. 785.266.5373
9300 W. 110TH ST. STE. 150 OVERLAND PARK, KANSAS 66210 P. 913.663.5373
WWW.HTKARCHITECTS.NET

KEVIN W. BECK LICENSED PROFESSIONAL ENGINEER 16259 4-15-15 KANSAS

SBB Schmidt, Beck & Boyd Engineering / Surveying
1415 SW Topeka Blvd.
Topeka, KS 66612
Ph: (785) 215-8630

DATE:
- 4-15-15

REVISED DATE:
- 5-07-15

HTK PROJECT NUMBER:
- 1410.03

Department of Administration
Office of Facilities and Procurement Management
800 SW Jackson, Suite 700
Topeka, Kansas 66612-1216
Phone 785-296-8899
FAX 785-296-3456

STATE OF KANSAS
STATE OF KANSAS ENERGY & SERVICE CENTER
Seventh & Van Buren Street, Topeka, Kansas
BUILDING NUMBER 17300-00038
DRAWN BY: Author CHECKED BY: Checker REV:
DATE: 4-15-15

DEMOLITION & CONSTRUCTION PHASING PLAN - PHASE IA & IB

A-012651

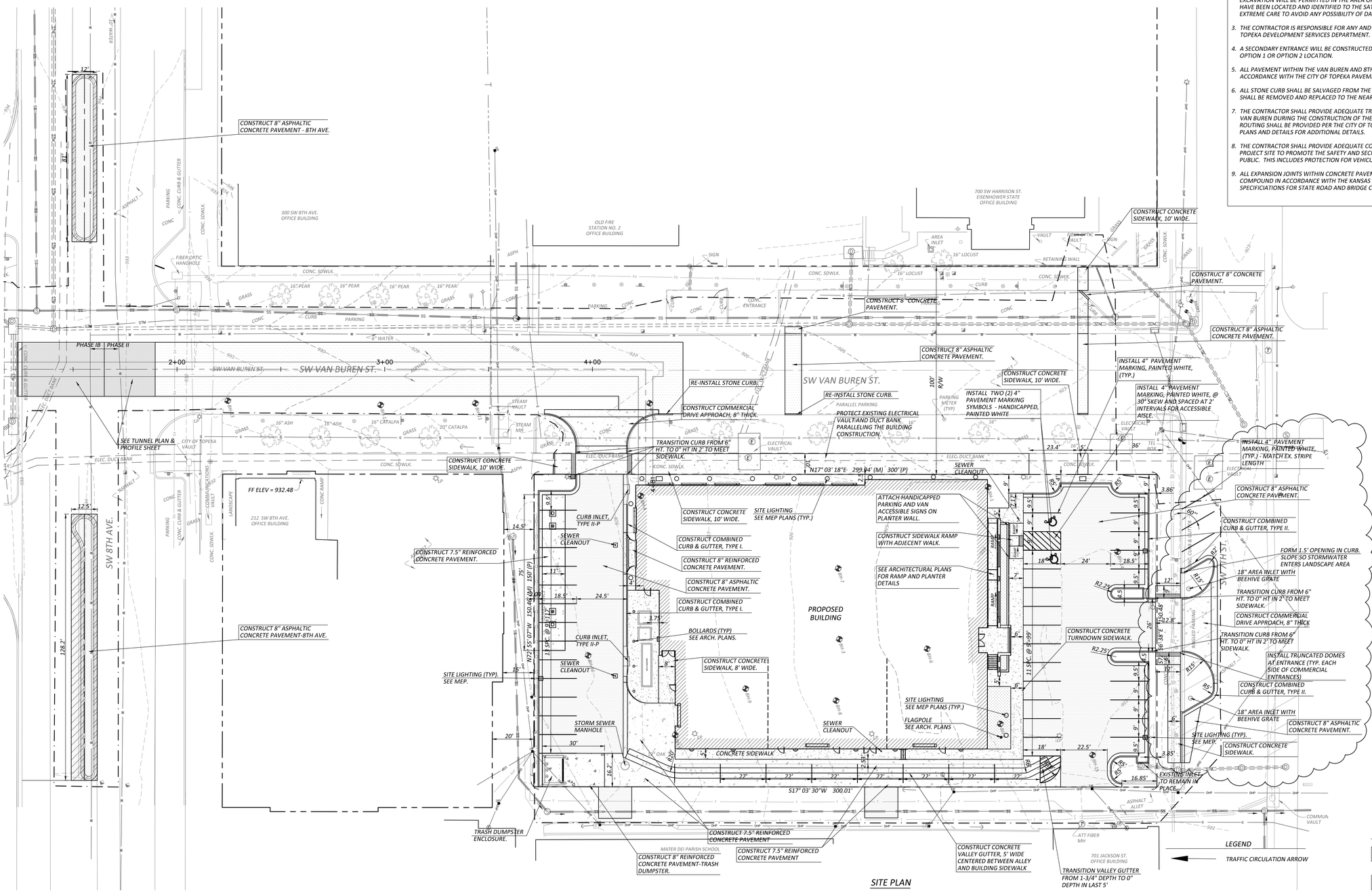
C050

CONSTRUCTION DOCUMENTS

JCSBC
2-2-2016
Alt.9.--163

GENERAL NOTES:

1. ALL CONSTRUCTION METHODS AND MATERIALS USED IN THE CONSTRUCTION OF THE IMPROVEMENTS COVERED BY THESE PLANS SHALL BE IN ACCORDANCE WITH THE KANSAS DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR STATE ROAD & BRIDGE CONSTRUCTION", LATEST EDITION AND SPECIAL PROVISIONS, SUPPLEMENTED WITH THE SPECIFICATIONS NOTED ON THIS SHEET AND ALL APPLICABLE CITY CODES, ORDINANCES AND STANDARD TECHNICAL DESIGN AND DRAWING DETAILS ON FILE AT THE CITY OF TOPEKA, KANSAS.
2. THE LOCATION OF ALL OVERHEAD AND UNDERGROUND UTILITIES MAY VARY FROM WHAT IS INDICATED IN THESE PLANS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE WITH THE UTILITY OWNER TO LOCATE AND FLAG ALL UNDERGROUND UTILITIES WHETHER INDICATED OR NOT. NO EXCAVATION WILL BE PERMITTED IN THE AREA OF UNDERGROUND UTILITIES UNTIL ALL SUCH UTILITIES HAVE BEEN LOCATED AND IDENTIFIED TO THE SATISFACTION OF ALL PARTIES AND THEN ONLY WITH EXTREME CARE TO AVOID ANY POSSIBILITY OF DAMAGE TO THE UTILITY.
3. THE CONTRACTOR IS RESPONSIBLE FOR ANY AND ALL PERMITTING AND FEES THROUGH THE CITY OF TOPEKA DEVELOPMENT SERVICES DEPARTMENT.
4. A SECONDARY ENTRANCE WILL BE CONSTRUCTED WITH 8" CONCRETE ENTRANCE PAVEMENT IN EITHER OPTION 1 OR OPTION 2 LOCATION.
5. ALL PAVEMENT WITHIN THE VAN BUREN AND 8TH AVE. RIGHT OF WAY SHALL BE REPLACED IN ACCORDANCE WITH THE CITY OF TOPEKA PAVEMENT REPAIR DETAILS.
6. ALL STONE CURB SHALL BE SALVAGED FROM THE DEMOLITION PROCESS AND RE-INSTALLED. STONE CURB SHALL BE REMOVED AND REPLACED TO THE NEAREST JOINT.
7. THE CONTRACTOR SHALL PROVIDE ADEQUATE TRAFFIC CONTROL FOR THE CLOSURE OF 8TH AVENUE AND VAN BUREN DURING THE CONSTRUCTION OF THE UTILITY TUNNEL PORTION OF THE PROJECT. DETOUR ROUTING SHALL BE PROVIDED PER THE CITY OF TOPEKA STANDARD DRAWINGS. SEE TRAFFIC CONTROL PLANS AND DETAILS FOR ADDITIONAL DETAILS.
8. THE CONTRACTOR SHALL PROVIDE ADEQUATE CONSTRUCTION FENCING AND PROTECTION OF THE PROJECT SITE TO PROMOTE THE SAFETY AND SECURITY OF THE CONSTRUCTION FORCES AS WELL AS THE PUBLIC. THIS INCLUDES PROTECTION FOR VEHICULAR, PEDESTRIAN AND OTHER MODES OF TRANSIT.
9. ALL EXPANSION JOINTS WITHIN CONCRETE PAVEMENT SHALL BE SEALED WITH COLD TYPE JOINT SEALING COMPOUND IN ACCORDANCE WITH THE KANSAS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICIATIONS FOR STATE ROAD AND BRIDGE CONSTRUCTION, SUBSECTION 1502.



SITE PLAN

LEGEND

- SECTION CORNER
- FOUND CORNER AS NOTED
- SET 1/2"x24" REBAR W/ LS 919 CAP
- BENCH MARK
- U/E UTILITY EASEMENT
- D/E DRAINAGE EASEMENT
- D&U/E DRAINAGE & UTILITY EASEMENT
- (M) MEASURED
- (P) PLATTED
- WATER METER
- WATER VALVE
- SPRINKLER VALVE
- FIRE HYDRANT
- GAS METER
- GAS VALVE
- TELEPHONE PEDESTAL
- TELEPHONE MANHOLE
- TRANSFORMER/JUNCTION CABINET
- TV PEDESTAL
- POWER POLE
- GUY WIRE
- LIGHT POLE
- ELECTRIC MANHOLE
- ELECTRIC METER
- TRAFFIC SIGNAL LIGHT
- TRAFFIC SIGNAL BOX
- TRAFFIC SIGNAL MANHOLE
- CLEAN OUT
- STEEL PIPE BOLLARD
- SIGN
- TREE (DECIDUOUS)
- STUMP
- BUSH OR SHRUB
- ROOF DRAIN
- WATER LINE
- UNDERGROUND POWER LINE
- OVERHEAD POWER LINE
- GAS LINE
- TELEPHONE CABLE
- FIBER OPTIC LINE
- CABLE TELEVISION LINE
- TRAFFIC SIGNAL LINE
- SANITARY SEWER LINE
- STORM SEWER LINE
- AREA INLET
- EXISTING FENCE
- DENOTES NUMBER OF PARKING STALLS
- EXISTING GROUND ELEVATION

LEGEND

- 8" ASPHALTIC CONCRETE PAVEMENT - SITE (SEE SH. C103 FOR TYPICAL SECTION)
- 8" ASPHALTIC CONCRETE PAVEMENT - VAN BUREN (SEE SH. C103 FOR TYPICAL SECTION)
- 8" ASPHALTIC CONCRETE PAVEMENT - 8TH AVE. (SEE SH. C103 FOR TYPICAL SECTION)
- 7.5" REINFORCED CONCRETE PAVEMENT (SEE SH. C103 FOR TYPICAL SECTION)
- 8" REINFORCED CONCRETE PAVEMENT - DUMPSTER PAD (SEE SH. C103 FOR TYPICAL SECTION)
- 4" CONCRETE SIDEWALK OR TURNDOWN SIDEWALK (SEE PLAN)

PROJECT CONTROL:
HORIZONTAL CONTROL:

CP #1: ½" REBAR W/SBB ENG CAP
N 269273.86, E 1971866.56

CP #2: ½" REBAR W/SBB ENG CAP
N 269829.48, E 1972006.45

VERTICAL CONTROL:

BM #1: "□" CUT IN NE CORNER OF ABANDONED CONCRETE PAD, SW QUAD. OF 7TH & VAN BUREN ELEV.=922.42
N 269833.15, E 1972002.50

C.T.B.M. #253.1 ON TRAFFIC SIGNAL BASE IN SW CORNER OF SW KANSAS AVE. AND SW 9TH ST. ELEV.=947.38

Horz.: 1"=20'
0 20'

HTK ARCHITECTS PA
900 S. KANSAS AVE. TOPEKA KANSAS 66612 P. 785-266-3373
9300 W. 110TH ST. STE. 150 OVERLAND PARK KANSAS 66210 P. 913-663-3373
WWW.HTKARCHITECTS.NET

KEVIN W. BECK LICENSED PROFESSIONAL ENGINEER 16259 4-15-15 KANSAS

SBB Schmidt, Beck & Boyd Engineering / Surveying
1415 SW Topeka Blvd.
Topeka, KS 66612
Ph: (785) 215-8630

DATE: 4-15-15

REVISED DATE: 5-07-15

HTK PROJECT NUMBER: 1410.03

Department of Administration
Office of Facilities and
Procurement Management
800 SW Jackson, Suite 700
Topeka, Kansas 66612-1216
Phone 785-296-8899
FAX 785-296-3456

STATE OF KANSAS
STATE OF KANSAS ENERGY & SERVICE CENTER
Seventh & Van Buren Street, Topeka, Kansas
BUILDING NUMBER 1730000038

4-15-15 DRAWN BY: Author CHECKED BY: Checker REV:

SITE PLAN

A-012651

C100

CONSTRUCTION DOCUMENTS

JCSBC
2-2-2016
Att.9.--164

GENERAL NOTES:

1. ALL CONSTRUCTION METHODS AND MATERIALS USED IN THE CONSTRUCTION OF THE IMPROVEMENTS COVERED BY THESE PLANS SHALL BE IN ACCORDANCE WITH THE KANSAS DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR STATE ROAD & BRIDGE CONSTRUCTION", LATEST EDITION AND SPECIAL PROVISIONS, SUPPLEMENTED WITH THE SPECIFICATIONS NOTED ON THIS SHEET AND ALL APPLICABLE CITY CODES, ORDINANCES AND STANDARD TECHNICAL DESIGN AND DRAWING DETAILS ON FILE AT THE CITY OF TOPEKA, KANSAS.
2. THE LOCATION OF ALL OVERHEAD AND UNDERGROUND UTILITIES MAY VARY FROM WHAT IS INDICATED IN THESE PLANS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE WITH THE UTILITY OWNER TO LOCATE AND FLAG ALL UNDERGROUND UTILITIES WHETHER INDICATED OR NOT. NO EXCAVATION WILL BE PERMITTED IN THE AREA OF UNDERGROUND UTILITIES UNTIL ALL SUCH UTILITIES HAVE BEEN LOCATED AND IDENTIFIED TO THE SATISFACTION OF ALL PARTIES AND THEN ONLY WITH EXTREME CARE TO AVOID ANY POSSIBILITY OF DAMAGE TO THE UTILITY.
3. THE CONTRACTOR IS RESPONSIBLE FOR ANY AND ALL PERMITTING AND FEES THROUGH THE CITY OF TOPEKA DEVELOPMENT SERVICES DEPARTMENT.
4. ALL PAVEMENT WITHIN SW 8TH AVE. AND SW VAN BUREN ST. THAT IS TO BE REMOVED AND REPLACED SHALL MATCH EXISTING ELEVATIONS AND SLOPES. REFERENCE THE PLAN AND PROFILE SHEET AND ADDITIONAL INFORMATION ON THIS SHEET.
5. THE GRADES ALONG THE PERIMETER OF THE SECTIONS OF MEDIAN ISLAND BEING REMOVED AND REPLACED WITH ASPHALTIC CONCRETE PAVEMENT SHALL MATCH EXISTING. THE CENTERLINE OF THE NEDIAN SHALL BE CROWNED TO MATCH THE EXISTING CROSS SLOPES AT THE EAST AND WEST ENDS OF THE MEDIAN ISLANDS. IN NO CASE SHALL THE SLOPES IN THE NORTH OR SOUTH DIRECTION EXCEED 3.125% OR BE BELOW 1.5%.

ABBREVIATIONS

FF	-	FINISHED FLOOR
TC	-	TOP OF CURB
TCE	-	TOP OF EXISTING CURB
G	-	GUTTER
TI	-	TOP OF INLET
TMH	-	TOP OF MANHOLE
TP	-	TOP OF PAVEMENT
TPE	-	TOP OF EXISTING PAVEMENT
TS	-	TOP OF SIDEWALK
TSE	-	TOP OF EXISTING SIDEWALK
TSL	-	TOP OF UPPER SIDEWALK
TSU	-	TOP OF LOWER SIDEWALK

Horz.: 1"=20'
0 20'

HTK ARCHITECTS PA
900 S. KANSAS AVE. TOPEKA KANSAS 66612 P. 785.266.3373
9300 W. 110TH ST. STE. 150 OVERLAND PARK KANSAS 66210 P. 913.663.3373
WWW.HTKARCHITECTS.NET

KEVIN W. BECK LICENSED 16259 4-15-15 KANSAS PROFESSIONAL ENGINEER

SBB Schmidt, Beck & Boyd Engineering / Surveying
1415 SW Topeka Blvd.
Topeka, KS 66612
Ph: (785) 215-8630

DATE:
- 4-15-15

REVISED DATE:
- 5-07-15

HTK PROJECT NUMBER:
- 1410.03

Department of Administration
Office of Facilities and
Procurement Management
800 SW Jackson, Suite 700
Topeka, Kansas 66612-1216
Phone 785-296-8899
FAX 785-296-3456

STATE OF KANSAS
STATE OF KANSAS ENERGY & SERVICE CENTER
Seventh & Van Buren Street, Topeka, Kansas
BUILDING NUMBER
173000038

4-15-15 DRAWN BY: Author CHECKED BY: Checker REV:

GRADING PLAN

A-012651

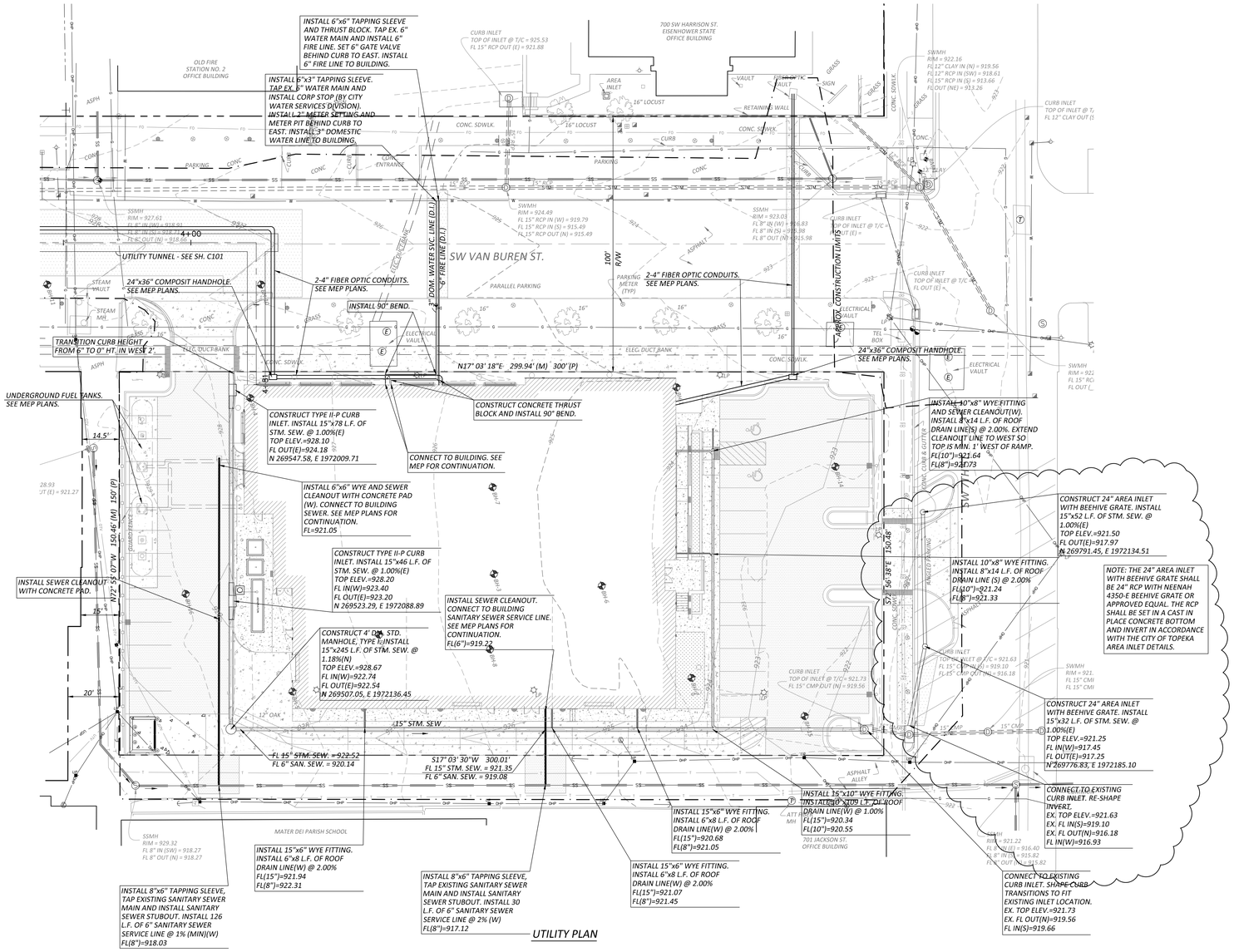
C200

CONSTRUCTION DOCUMENTS

JCSBC
2-2-2016
Att.9.--165

GENERAL NOTES:

1. ALL CONSTRUCTION METHODS AND MATERIALS USED IN THE CONSTRUCTION OF THE IMPROVEMENTS COVERED BY THESE PLANS SHALL BE IN ACCORDANCE WITH THE KANSAS DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR STATE ROAD & BRIDGE CONSTRUCTION", LATEST EDITION AND SPECIAL PROVISIONS, SUPPLEMENTED WITH THE SPECIFICATIONS NOTED ON THIS SHEET AND ALL APPLICABLE CITY CODES, ORDINANCES AND STANDARD TECHNICAL DESIGN AND DRAWING DETAILS ON FILE AT THE CITY OF TOPEKA, KANSAS.
2. THE LOCATION OF ALL OVERHEAD AND UNDERGROUND UTILITIES MAY VARY FROM WHAT IS INDICATED IN THESE PLANS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE WITH THE UTILITY OWNER TO LOCATE AND FLAG ALL UNDERGROUND UTILITIES WHETHER INDICATED OR NOT. NO EXCAVATION WILL BE PERMITTED IN THE AREA OF UNDERGROUND UTILITIES UNTIL ALL SUCH UTILITIES HAVE BEEN LOCATED AND IDENTIFIED TO THE SATISFACTION OF ALL PARTIES AND THEN ONLY WITH EXTREME CARE TO AVOID ANY POSSIBILITY OF DAMAGE TO THE UTILITY.
3. THE CONTRACTOR IS RESPONSIBLE FOR ANY AND ALL PERMITTING AND FEES THROUGH THE CITY OF TOPEKA DEVELOPMENT SERVICES DEPARTMENT.
4. THE CONTRACTOR SHALL COORDINATE ALL WATER SERVICE AND FIRE SERVICE



UTILITY PLAN

HTK ARCHITECTS PA
9300 W 110TH ST. STE. 150
OVERLAND PARK KANSAS 66210
P. 913.663.5373
900 S. KANSAS AVE.
TOPEKA KANSAS 66612
P. 785.266.5373
WWW.HTKARCHITECTS.NET

KEVIN W. BECK LICENSED PROFESSIONAL ENGINEER 16259 4-15-15 KANSAS

SBB Schmidt, Beck & Boyd Engineering / Surveying
1415 SW Topeka Blvd.
Topeka, KS 66612
Ph: (785) 215-8630

DATE:
- 4-15-15

REVISED DATE:
- 5-07-15

HTK PROJECT NUMBER:
- 1410.03

Department of Administration
Office of Facilities and
Procurement Management
800 SW Jackson, Suite 700
Topeka, Kansas 66612-1216
Phone 785-296-8899
FAX 785-296-3456

STATE OF KANSAS
STATE OF KANSAS ENERGY & SERVICE CENTER
Seventh & Van Buren Street, Topeka, Kansas
BUILDING NUMBER
1730000038

REV:	CHECKED BY: Checker	DRAWN BY: Author	4.15.15

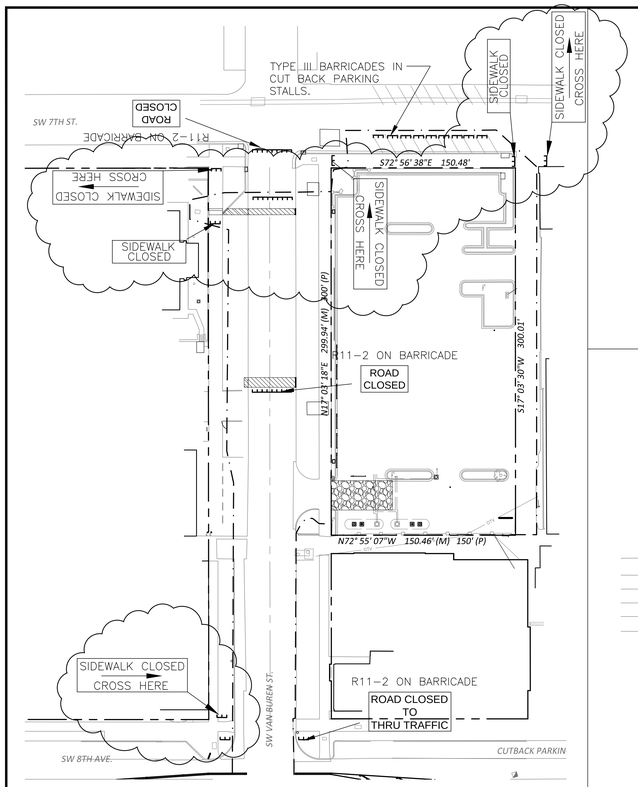
UTILITY PLAN

A-012651

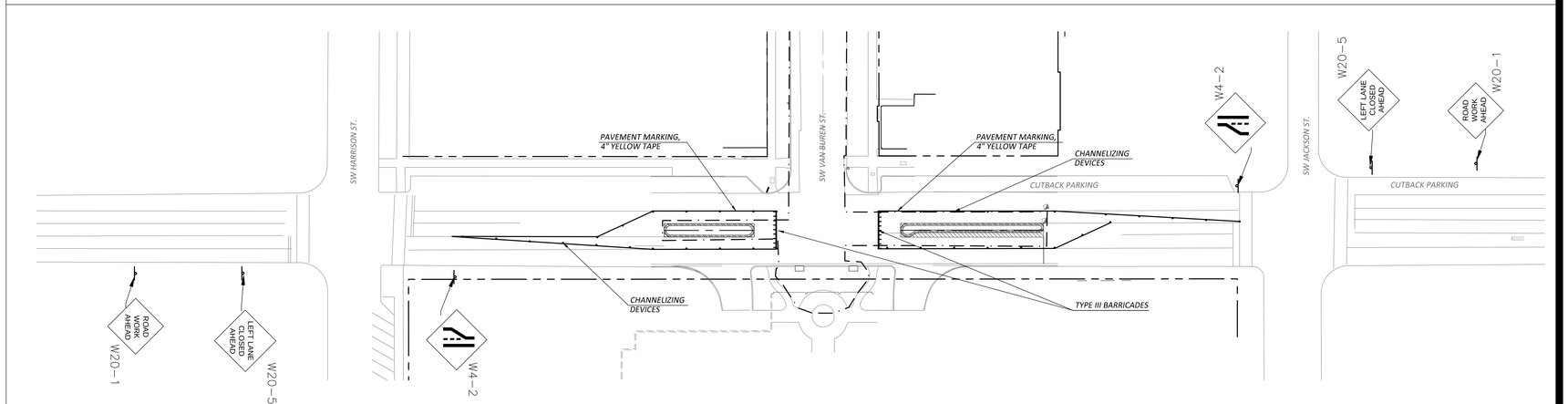
C300

CONSTRUCTION DOCUMENTS

JCSBC
2-2-2016
Att.9.--166



PHASE IB - SW VAN BUREN ST.



PHASE IA

PHASING NOTES:

PHASE I: *SEE SHEET C050 FOR PHASE IA & PHASE IB CONSTRUCTION ACTIVITIES.*

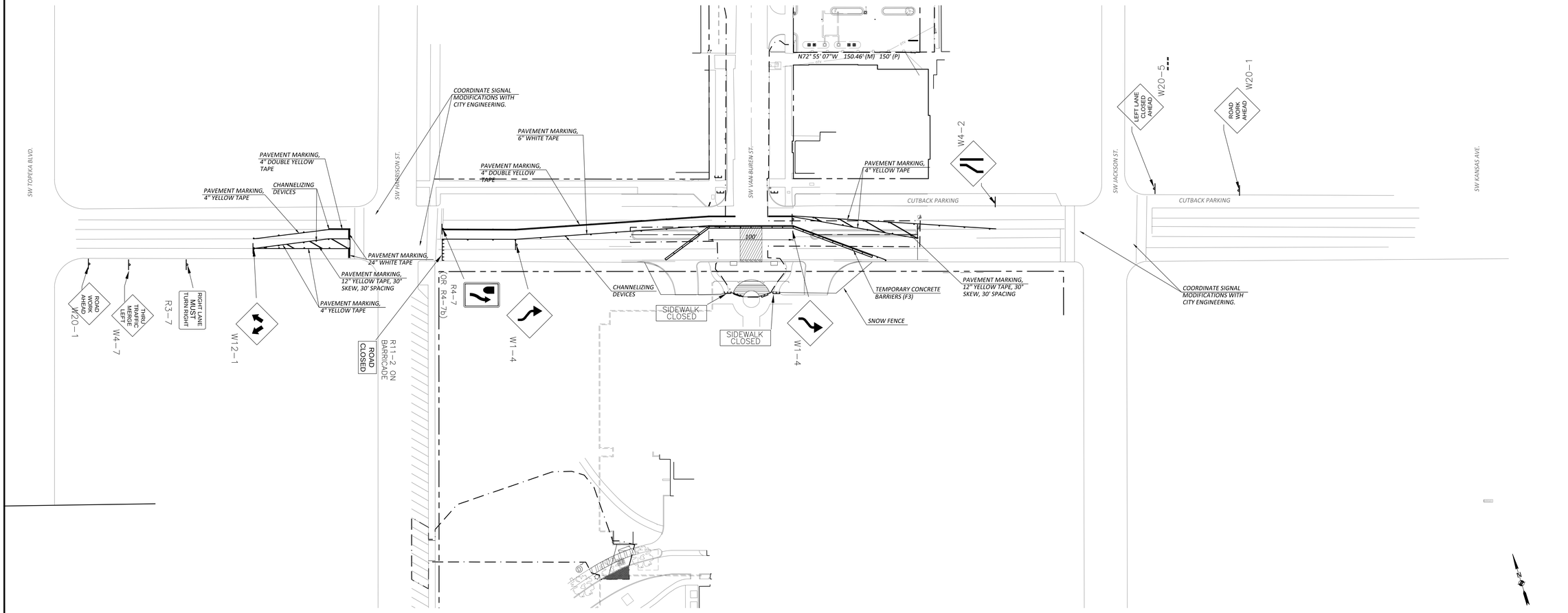
THIS TRAFFIC CONTROL PLAN IS PROVIDED FOR GUIDANCE. THE CONTRACTOR SHALL PROVIDE ALL TRAFFIC CONTROL FOR STREETS AND SIDEWALKS IN ACCORDANCE WITH THE CITY OF TOPEKA STANDARD DETAILS AND LATEST EDITION OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES. SEE THE STANDARD DRAWINGS FOR SPACING AND ADDITIONAL SIGNAGE.

THE CONTRACTOR SHALL PROVIDE THE CITY OF TOPEKA ENGINEERING DIVISION WITH THE FINAL TRAFFIC CONTROL PLAN BASED ON FINAL PHASING OF CONSTRUCTION. THE PLAN SHALL BE APPROVED BY THE CITY ENGINEERING DEPARTMENT PRIOR TO BEGINNING CONSTRUCTION.

THE CONTRACTOR SHALL INCLUDE ALL NECESSARY SIDEWALK CLOSURE TRAFFIC CONTROL DEVICES PER CITY STANDARDS.

THE CONTRACTOR SHALL COORDINATE TEMPORARY SIGNAL MODIFICATIONS AT SW 8TH & SW HARRISON INTERSECTION AND SW 8TH & SW JACKSON INTERSECTION AS NECESSARY.

THE CONTRACTOR SHALL PROVIDE ADEQUATE CONSTRUCTION FENCING AND PROTECTION OF THE PROJECT SITE TO PROMOTE THE SAFETY AND SECURITY OF THE CONSTRUCTION FORCES AS WELL AS THE PUBLIC. THIS INCLUDES PROTECTION FOR VEHICULAR, PEDESTRIAN AND OTHER MODES OF TRANSIT.



PHASE IB - SW 8TH AVE.

HTK ARCHITECTS PA
9300 W 110TH ST. STE. 350
OVERLAND PARK KANSAS 66210
P. 913-663-5373
WWW.HTKARCHITECTS.NET

900 S. KANSAS AVE.
TOPEKA KANSAS 66612
P. 785-266-5373

KELVIN W. BECK
LICENSED
16259
4-15-15
KANSAS
PROFESSIONAL ENGINEER

SBB
Schmidt, Beck & Boyd
Engineering / Surveying
1415 SW Topeka Blvd.
Topeka, KS 66612
Ph: (785) 215-8630

DATE:
- 4-15-15

REVISED DATE:
- 5-07-15

HTK PROJECT NUMBER:
- 1410.03

Department of Administration
Office of Facilities and
Procurement Management
800 SW Jackson, Suite 700
Topeka, Kansas 66612-1216
Phone 785-296-8899
FAX 785-296-3456

STATE OF KANSAS
STATE OF KANSAS ENERGY & SERVICE CENTER
Seventh & Van Buren Street, Topeka, Kansas
BUILDING NUMBER
173000038

4-15-15 DRAWN BY: Author CHECKED BY: Checker REV:

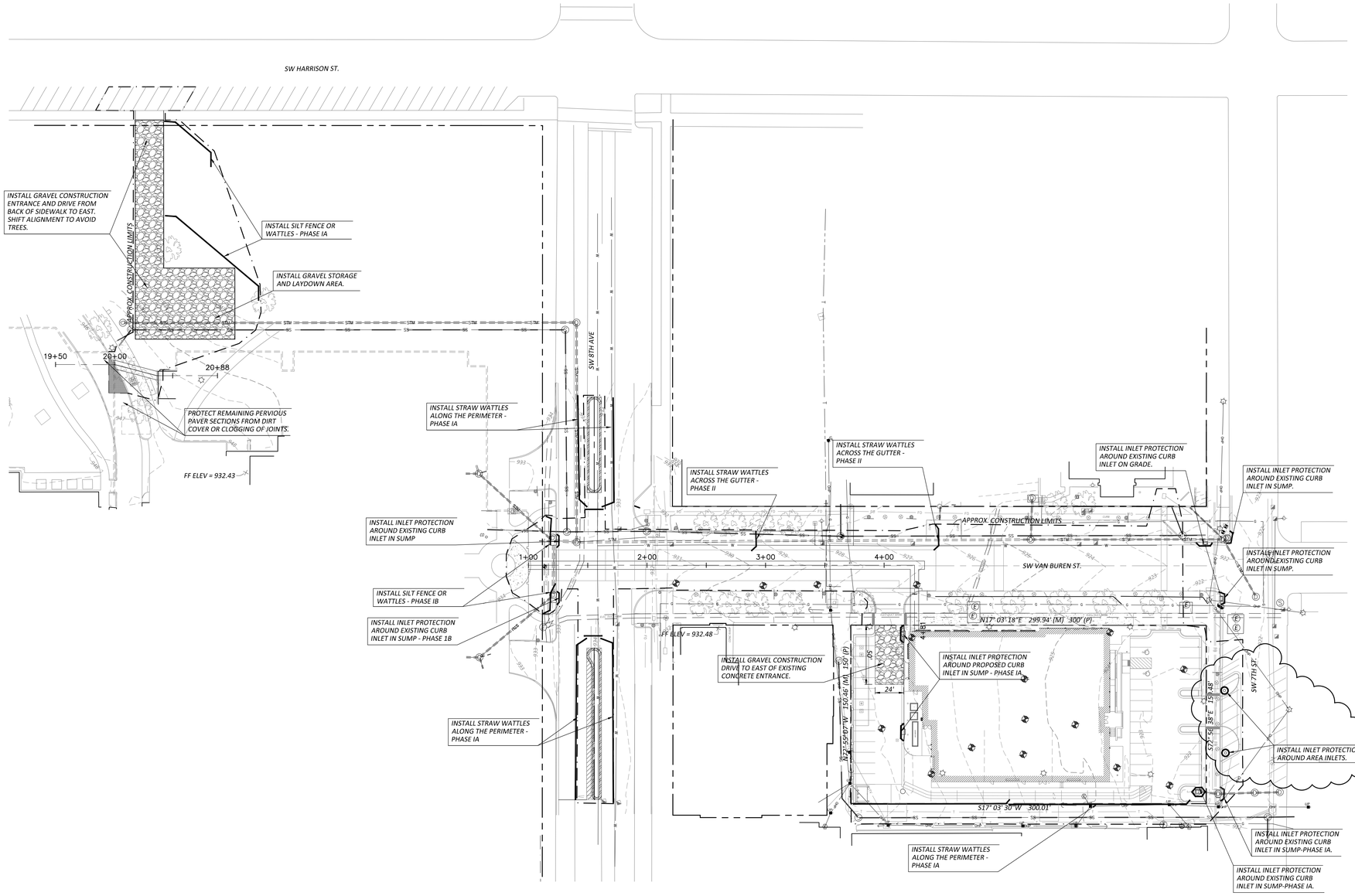
TRAFFIC CONTROL PLAN
PHASE IA & IB

A-012651

C400

CONSTRUCTION DOCUMENTS

JCSBC
2-2-2016
Att.9.--167



GENERAL NOTES:

1. THE LOCATION OF ALL OVERHEAD AND UNDERGROUND UTILITIES MAY VARY FROM WHAT IS INDICATED IN THESE PLANS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE WITH THE UTILITY OWNER TO LOCATE AND FLAG ALL UNDERGROUND UTILITIES WHETHER INDICATED OR NOT. NO EXCAVATION WILL BE PERMITTED IN THE AREA OF UNDERGROUND UTILITIES UNTIL ALL SUCH UTILITIES HAVE BEEN LOCATED AND IDENTIFIED TO THE SATISFACTION OF ALL PARTIES AND THEN ONLY WITH EXTREME CARE TO AVOID ANY POSSIBILITY OF DAMAGE TO THE UTILITY.

2. ALL DISTURBED AREAS THAT ARE NOT PAVED OR LANDSCAPED SHALL BE SEEDED, FERTILIZED AND MULCHED IN ACCORDANCE WITH THE SPECIFICATIONS.

EROSION CONTROL GENERAL NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTING, MONITORING AND MAINTAINING BEST MANAGEMENT PRACTICES (BMP'S) AT ALL TIMES DURING THE CONSTRUCTION ON THIS PROPERTY.

2. PRIOR TO COMMENCEMENT OF EARTHWORK OPERATIONS, CONTRACTOR SHALL INSTALL PERIMETER WATTLES AND CONSTRUCTION ENTRANCE AS SHOWN ON THE PLAN. THE INLET PROTECTION AND ADDITIONAL WATTLES WITHIN WORK AREA SHALL BE INSTALLED IMMEDIATELY AFTER INSTALLATION OF THE INLETS AND COMPLETION OF ROUGH GRADING.

3. EROSION CONTROL MEASURES SHALL BE INSPECTED AND MAINTAINED BY THE CONTRACTOR NOT LESS THAN WEEKLY OR WITHIN 24 HOURS AFTER A RAINFALL EVENT OF 0.5 INCHES OR MORE. MAINTENANCE SHALL INCLUDE BUT NOT BE LIMITED TO SEDIMENT REMOVAL AND SILT FENCE REPAIR AND/OR REPLACEMENT.

4. CONTRACTOR SHALL CLEAR ALL SURROUNDING PARKING LOTS AND STREETS OF ANY TRACKED DEBRIS BY SWEEPING OR SCRAPING THE EXISTING PAVEMENT BY THE END OF EACH WORKDAY AND THE CONTRACTOR SHALL CLEAN UP SOIL WASHED OFF THE CONSTRUCTION SITE AFTER A STORM BY THE END OF THE NEXT WORKDAY.

5. DURING ALL SOIL DISTURBING ACTIVITIES, THE CONTRACTOR WILL TAKE APPROPRIATE STEPS USING ACCEPTED CONSTRUCTION METHODS TO MINIMIZE THE TIME OF EXPOSURE OF UNPROTECTED SOIL AND OTHER CONSTRUCTION MATERIALS TO RAINFALL.

6. CONTRACTOR SHALL KEEP A WRITTEN LOG OF WHEN CONSTRUCTION ACTIVITIES BEGIN, EROSION AND SEDIMENT CONTROLS ARE INSTALLED, INSPECTED AND REPAIRED.

7. EROSION AND SEDIMENT CONTROL MEASURES SHALL NOT BE REMOVED UNTIL GRASS COVER HAS BEEN ESTABLISHED OR AS DIRECTED BY ENGINEER.

8. ALL AREAS SHALL BE GRADED TO FINISHED GRADE PRIOR TO SEEDING AND MULCHING. ALL AREAS NOT PART OF THE HARDSCAPE OR OTHER NOTED LANDSCAPING SHALL BE PERMANENTLY SEEDED, FERTILIZED AND MULCHED.

9. ALL WATTLES SHALL BE STRAW WATTLE WS-12 AS MANUFACTURED BY NORTH AMERICAN GREEN, OR APPROVED EQUAL. THE WATTLES SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS. THE CONTRACTOR MAY USE WATTLES AND SILT FENCE INTERCHANGEABLY IN AREAS IDENTIFIED ON THE DRAWINGS.

10. THE CONTRACTOR HAS THE OPTION TO MODIFY THE LOCATION OF THE CONSTRUCTION ENTRANCE TO FIT THE PREFERRED WORK PATTERN.

WASTE DISPOSAL:

1. WASTE MATERIALS: ANY WASTE AND OTHER UNUSABLE MATERIALS WILL BE REMOVED FROM THE SITE ON A REGULAR BASIS AND PROPERLY DISPOSED OF IN AN APPROVED SITE.

2. CHEMICAL WASTE: ALL CHEMICAL WASTE MATERIALS WILL BE COLLECTED AND STORED IN A TIGHTLY SEALED METAL OR OTHER CHEMICAL RESISTANT CONTAINER. THE CONTAINER WILL MEET ALL LOCAL AND ANY STATE SOLID WASTE MANAGEMENT REGULATIONS. THE WASTE MATERIALS AND ALL DISPOSABLE MATERIALS WILL BE TRANSPORTED TO A COMMERCIAL CHEMICAL DISPOSAL FACILITY CAPABLE OF EITHER RECYCLING OR PROPERLY DISPOSING OF THE POLLUTANTS IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL REGULATIONS. THE STATE WASTE MANAGEMENT SECTION CONTACT NUMBER IS (785) 296-1600.

3. HAZARDOUS WASTE: ALL HAZARDOUS WASTE MATERIALS, SUCH AS OIL FILTERS, PETROLEUM PRODUCTS, EQUIPMENT MAINTENANCE FLUIDS AND PAINTS, SHALL NOT BE STORED ON SITE AND WILL BE DISPOSED OF IN THE MANNER SPECIFIED BY LOCAL, STATE AND/OR FEDERAL REGULATIONS. IF THERE ARE QUESTIONS REGARDING THE PROPER HANDLING OF HAZARDOUS WASTES THE CONTRACTOR SHALL IMMEDIATELY CONTACT THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT HAZARDOUS WASTE SECTION AT (785) 296-1600.

4. SANITARY WASTE: PORTABLE TOILET FACILITIES WILL BE PROVIDED ON THE PROJECT SITE AND SERVICED BY THE PROVIDER ON A REGULAR BASIS.

MATERIAL MANAGEMENT PRACTICES:

GOOD HOUSEKEEPING: THE FOLLOWING GOOD HOUSEKEEPING PRACTICES WILL BE FOLLOWED ON-SITE DURING CONSTRUCTION.

1. ALL MATERIALS STORED ON-SITE WILL BE STORED IN A NEAT, ORDERLY MANNER IN ORIGINAL CONTAINERS IF APPROPRIATE.

2. PRODUCTS WILL BE KEPT IN THEIR ORIGINAL CONTAINERS WITH THE ORIGINAL MANUFACTURER'S LABELS.

3. MANUFACTURERS' RECOMMENDATIONS FOR PROPER USE AND DISPOSAL WILL BE FOLLOWED.

SPILL PREVENTION:

1. PETROLEUM PRODUCTS: ALL ON-SITE VEHICLES WILL BE MONITORED FOR LEAKS AND RECEIVE REGULAR PREVENTATIVE MAINTENANCE TO REDUCE THE CHANCE OF LEAKAGE. PETROLEUM PRODUCTS WILL BE STORED IN TIGHTLY SEALED CONTAINERS WHICH ARE CLEARLY LABELED.

2. FERTILIZERS: FERTILIZERS USED WILL BE APPLIED ONLY IN THE MINIMUM AMOUNTS RECOMMENDED BY THE MANUFACTURER. ONCE APPLIED, FERTILIZER WILL BE WORKED INTO THE SOIL TO LIMIT EXPOSURE TO STORM WATER. FERTILIZER SHALL NOT BE STORED ON-SITE.

3. CONCRETE TRUCKS: CONCRETE TRUCKS ARE LIMITED TO A DESIGNATED AREA TO WASH OUT OR DISCHARGE SURPLUS CONCRETE OR DRUM WASH WATER ON THE SITE. PROPER SIGNAGE SHALL BE INSTALLED AND MAINTAINED ON SITE DEFINING DIRECTIONS TO AND LOCATIONS OF THE SPECIFIED WASH OUT AREA. IF A WASH OUT AREA CANNOT BE DESIGNATED OR MAINTAINED ON SITE, CONCRETE WASH OUT AND DISPOSAL MAY BE PROHIBITED AT THE OWNERS DISCRETION.

Horz.: 1"=40'
0 40'

HTK ARCHITECTS PA
900 S. KANSAS AVE. TOPEKA KANSAS 66612 P. 785.266.5373
9300 W. 110TH ST. STE. 150 OVERLAND PARK KANSAS 66210 P. 913.663.5373
WWW.HTKARCHITECTS.NET

KEVIN W. BECK LICENSED 16259 4-15-15 KANSAS PROFESSIONAL ENGINEER

SBB Schmidt, Beck & Boyd Engineering / Surveying
1415 SW Topeka Blvd.
Topeka, KS 66612
Ph: (785) 215-8630

DATE:
- 4-15-15

REVISED DATE:
- 5-07-15

HTK PROJECT NUMBER:
- 1410.03

Department of Administration
Office of Facilities and
Procurement Management
800 SW Jackson, Suite 700
Topeka, Kansas 66612-1216
Phone 785-296-8899
FAX 785-296-3456

STATE OF KANSAS
STATE OF KANSAS ENERGY & SERVICE CENTER
Seventh & Van Buren Street, Topeka, Kansas
BUILDING NUMBER
17300-00038
4-15-15 DRAWN BY: Author CHECKED BY: Checker REV:

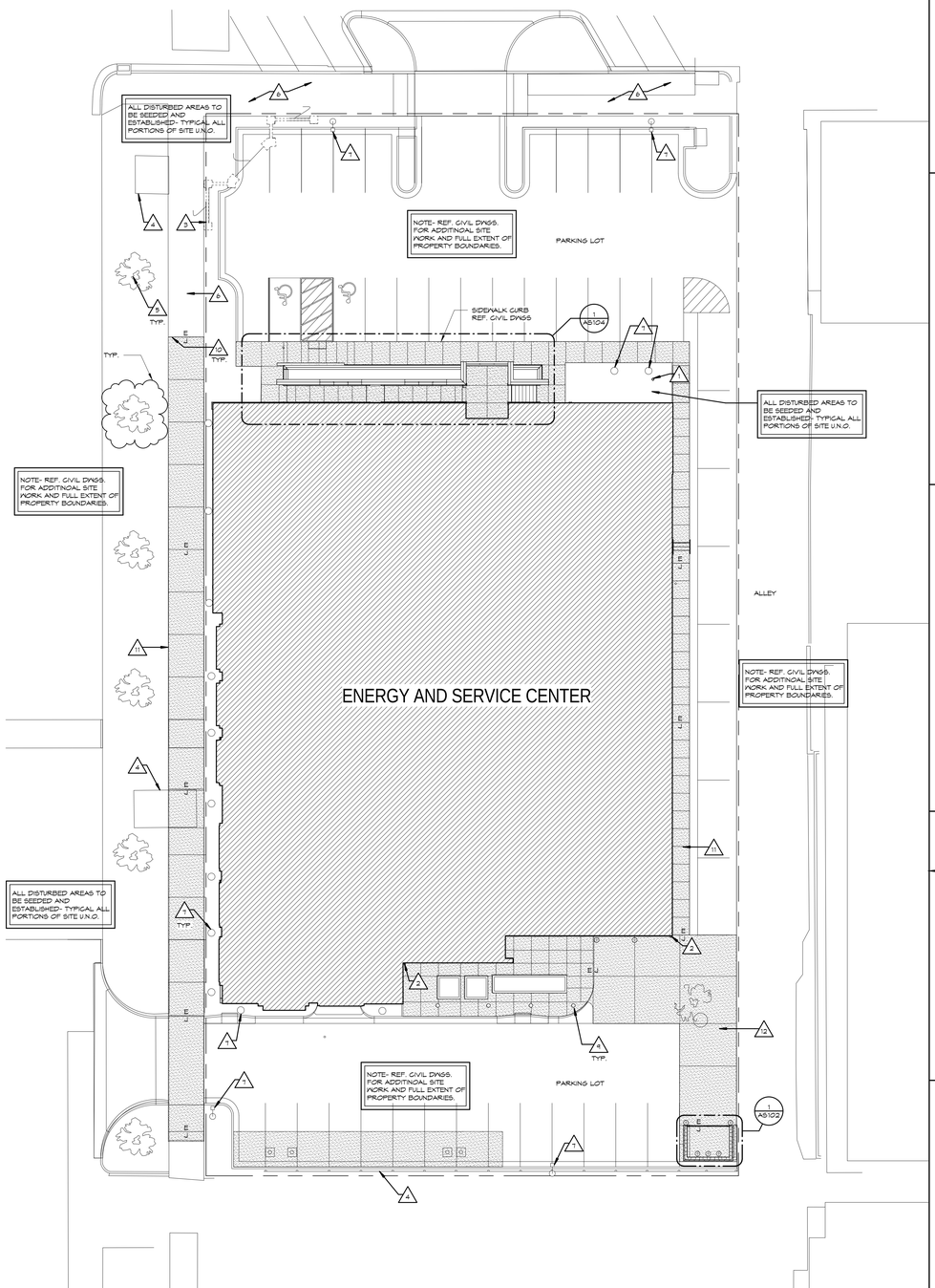
EROSION CONTROL PLAN

A-012651

C500

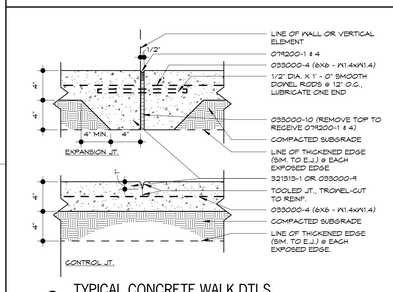
CONSTRUCTION DOCUMENTS

JCSBC
2-2-2016
Att.9.--168

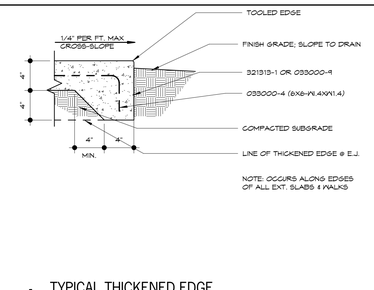


1 SITE PLAN
1/16" = 1'-0"

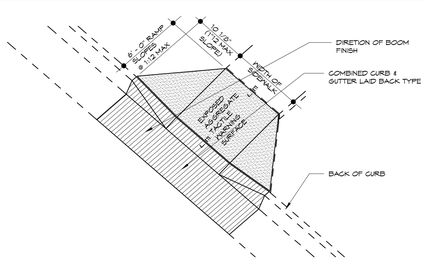
NORTH



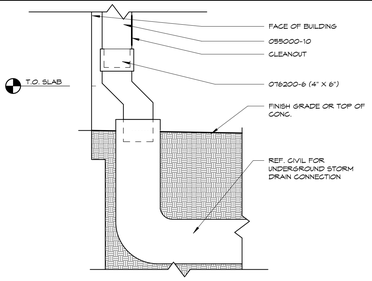
3 TYPICAL CONCRETE WALK DTLS.
1 1/2" = 1'-0"



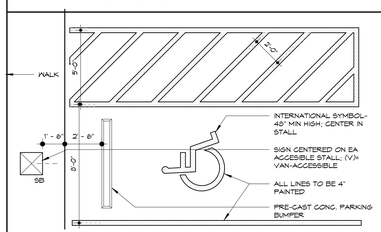
4 TYPICAL THICKENED EDGE
1 1/2" = 1'-0"



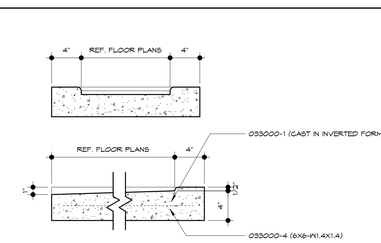
5 SIDEWALK HANDICAP RAMP
1 1/2" = 1'-0"



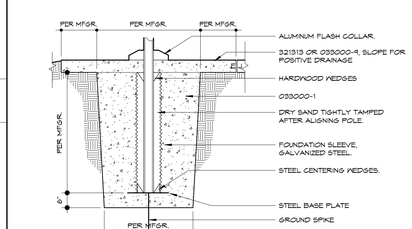
6 DOWNSPOUT BOOT
1 1/2" = 1'-0"



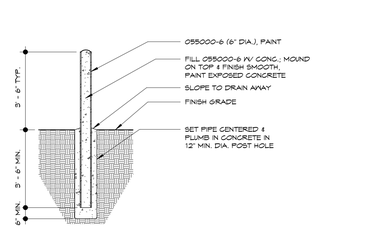
7 H.C. GRAPHICS / ACCESSIBLE PARKING
1/4" = 1'-0"



8 CONCRETE SPLASHBLOCK
1 1/2" = 1'-0"



9 FLAGPOLE BASE
1/2" = 1'-0"



10 STEEL BOLLARD
1 1/2" = 1'-0"

SITE PLAN NOTES

GENERAL: COORDINATE WITH WORK SHOWN ON STRUCTURAL, MECHANICAL, PLUMBING, AND ELECTRICAL DRAWINGS, REF. FE SHEET FOR EQUIP. COORDINATION

1. LOCATION OF FLAGPOLE, 10TB00-1.
2. LOCATION OF DOWNSPOUT BOOT, REF. 6/AS101.
3. REMOVE EXISTING BRICK & WROUGHT IRON FENCE COMPLETELY, INCLUDING ELECTRICAL & FOOTINGS.
4. EXISTING GUARDRAIL TO REMAIN.
5. EXISTING TREE TO REMAIN. PROTECT DURING CONSTRUCTION.
6. EXISTING CONCRETE SIDEWALK TO REMAIN.
7. BUILDING LIGHTING REF. ELECT.
8. PROPERTY LINE REF. CIVIL DWGS.
9. BOLLARD REF. 10/AS101
10. EXPANSION JOINT REF. 3/AS101
11. CONCRETE SIDEWALK REF. 3/AS101
12. CONCRETE PAVEMENT REF. CIVIL DWGS.

GENERAL SITE NOTES

1) ALL UTILITY INFORMATION SHOWN HEREIN IS BASED ON THE INFORMATION AVAILABLE. THE CONTRACTOR SHALL VERIFY ALL UTILITY DEPTHS & LOCATIONS PRIOR TO CONSTRUCTION. ANY DAMAGE CAUSED BY THE CONTRACTOR'S CONSTRUCTION OPERATIONS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

2) ALL GROUND SURFACES SHALL VARY UNIFORMLY BETWEEN INDICATED ELEVATIONS. GRADING PLAN REFLECTS TOP OF TURF OR PAVEMENT ELEVATIONS U.N.O.

3) AFTER CONSTRUCTION COMPLETION, STAGING, PARKING, AND STORAGE AREA SHALL BE RESTORED TO THE PRE-CONSTRUCTION CONDITIONS. ANY DAMAGE TO OR REMOVAL OF EXISTING CONDITIONS OCCURRING ON-SITE DURING CONSTRUCTION SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE OWNER.

4) CARE SHALL BE EXERCISED TO PRESERVE AND/OR PROTECT EXISTING TREES AND VEGETATION OUTSIDE OF AREAS TO BE GRADED. ANY NECESSARY REPAIR OF THESE AREAS DAMAGED BY THE GENERAL CONTRACTOR AND/OR HIS ASSIGNEES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE PERFORMED TO THE SATISFACTION OF THE OWNER.

5) CONTRACTOR SHALL PROVIDE AND MAINTAIN POSITIVE DRAINAGE DURING CONSTRUCTION.

6) THE CONTRACTOR IS RESPONSIBLE FOR THE PROVISION OF ALL MATERIALS, TOOLS, EQUIPMENT AND LABOR NECESSARY TO CONTROL EROSION, SILTATION AND DISCHARGES OF FILL MATERIAL (SEDIMENT) INTO DOWNSTREAM SYSTEMS OR RECEIVING CHANNELS. THIS SHALL BE REQUIRED DURING ALL PHASES OF CONSTRUCTION AND UNTIL SUITABLE GROUND COVER IS ESTABLISHED FOR ALL DISTURBED AREAS. IF ANY METHOD OF CONTROL FAILS, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT IMMEDIATELY.

7) ALL METHODS AND MEANS OF CONSTRUCTION PERFORMED ON THIS PROJECT SHALL CONFORM TO THE DESIGN CRITERIA AND STANDARD TECHNICAL SPECIFICATIONS FOR THE CITY OF TOPEKA AND SHAWNEE COUNTY, KANSAS, CURRENT EDITION. THE MORE STRINGENT REQUIREMENT SHALL APPLY FOR DISCREPANCIES BETWEEN THE CONTRACT DOCUMENTS AND THE SAID SPECIFICATIONS.

8) ALL DISTURBED AREAS SHALL BE SEEDED, FERTILIZED AND MULCHED WITHIN 14 DAYS OF THE COMPLETION OF WORK IN EACH AREA IN ACCORDANCE WITH THE TECHNICAL SPECIFICATIONS.

9) CONTRACTOR SHALL LIMIT SITE DISTURBANCE TO ALL PRACTICAL EXTENTS, TO THOSE AREAS SHOWN FOR CONSTRUCTION OPERATIONS.

10) OWNER SHALL PROVIDE REQUIRED GEOTECHNICAL MATERIALS AND CONSTRUCTION TESTING. CONTRACTOR SHALL COORDINATE WITH AND NOTIFY GEOTECHNICAL ENGINEER OF REQUIRED TESTING SCHEDULE.

11) SIX (6) FOOT CHAIN LINK PERIMETER FENCING AND ROCK SURFACING IS REQUIRED FOR ANY STORAGE, STAGING OR PARKING.

12) ALL DRIVE LANES ON THE SCHOOL CAMPUS, OUTSIDE OF THE AREA OF THE CONSTRUCTION FENCING SHALL BE KEPT CLEAR FOR SCHOOL TRAFFIC. THE SCHEDULE OF CONSTRUCTION DELIVERIES SHALL BE COORDINATED WITH THE OWNER IN ORDER TO AVOID BEFORE AND AFTER SCHOOL TRAFFIC.

13) ALL CONCRETE SIDEWALKS SHALL HAVE A SLOPE NO GREATER THAN 1:12.

HTK ARCHITECTS PA
9300 W 110TH ST. STE. 150
OVERLAND PARK, KANSAS 66210
P 913.663.3373
900 S. KANSAS AVE., SUITE 200
TOPEKA, KANSAS 66612
P 785.266.3373
www.htkarchitects.com

DATE:
- 4-15-15

REVISED DATE:
- 12-18-14
- 2-9-15
- 3-10-15

HTK PROJECT NUMBER:
- 1410.03

Department of Administration
Office of Facilities and
Procurement Management
800 SW Jackson, Suite 700
Topeka, Kansas 66612-1216
Phone 785-296-2069
FAX 785-296-3456

STATE OF KANSAS
STATE OF KANSAS ENERGY & SERVICE CENTER
221 SW 7th Street
BUILDING NUMBER 173000038
DRAWN BY: Author CHECKED BY: Checker REV: 1
DATE: 4-15-15

ARCHITECTURAL SITE PLAN

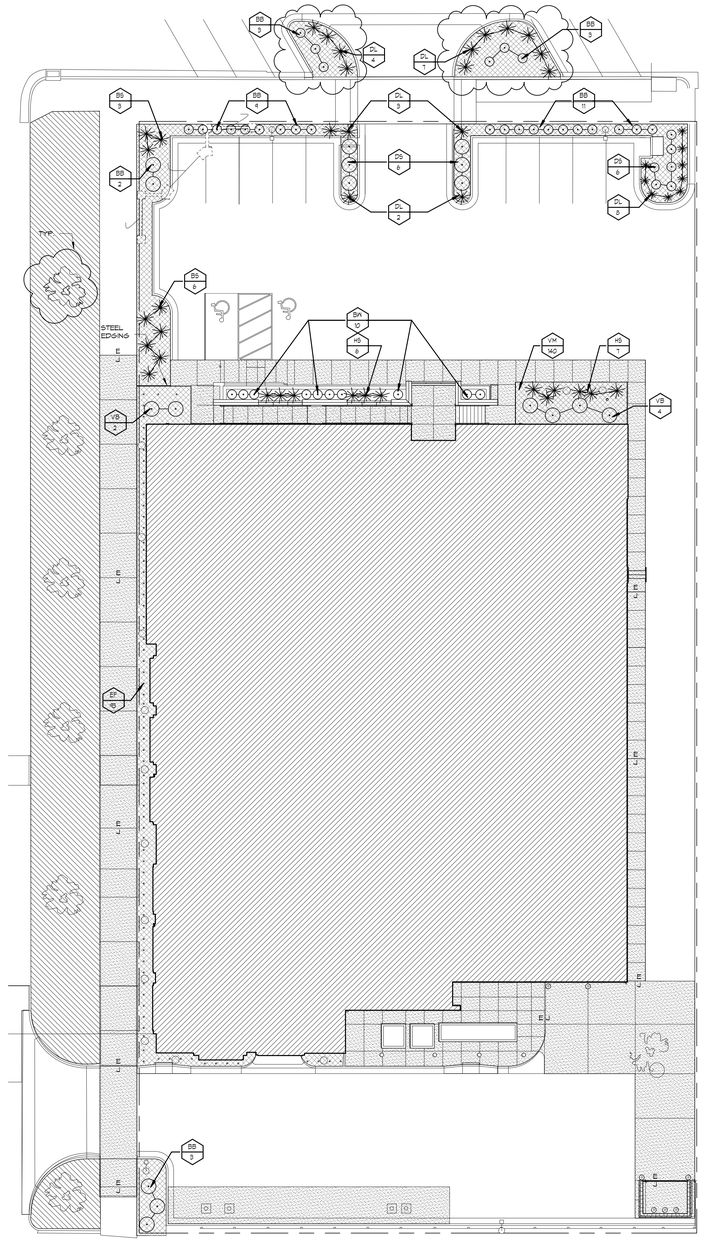
A-012651

AS101

CONSTRUCTION DOCUMENTS

5/7/2015 12:11:19 PM C:\Users\jms\Documents\REVIT\State of Kansas Energy_CA_jms.rvt

JCSBC
2-2-2016
AS 9.--169



6 LANDSCAPING PLAN
1/16" = 1'-0"

NORTH

LANDSCAPE LEGEND

EXISTING TREE TO REMAIN
SHRUB TYPE 1
SHRUB TYPE 2
STEEL EDGING
MULCH AND WEED MAT
SEEDED GRASS
GROUNDCOVER

PLANTING SCHEDULE

PLANT ABBREVIATION	QUANTITY	COMMON NAME	SIZE	SPACING
BB	31	Burning Bush "Dwarf Winged"	3 Gal.	4 Ft.
DS	12	Dwarf Spirea "Goldene Flame"	1 Gal.	3 Ft.
NB	6	Viberrnum "Ann Russel"	3 Gal.	6 Ft.
SN	10	Snowbird "Garden Velvet"	2 Gal.	3 Ft.
DL	24	Daylily "Stella D Oro"	1 Gal.	3 Ft.
BS	9	Lord Snowdon "Big Blue Stem"	1 Gal.	3 Ft.
HS	13	Hosta "Grino Craig"	1 Gal.	3 Ft.
EF	83	Euonymus Fortuni "Coloradus"	1 Gal.	3 Ft.
VM	140	Vinca Minor	4"	1 per 2 S.F.

LANDSCAPING NOTES

1) CONTRACTOR SHALL STAKE ALL PLANTING AREAS IN THE FIELD PRIOR TO PLANTING FOR APPROVAL OF ARCHITECT.

2) CONTRACTOR SHALL VERIFY ALL PLANT QUANTITIES PRIOR TO PLANTING. NOTIFY THE ARCHITECT OF ANY DISCREPANCIES WITH THE PLAN. PLAN QUANTITIES SHALL SUPERCEDED SHCEDULED QUANTITIES.

3) ALL PLANT MATERIAL SHALL BE SPECIMEN QUALITY AND SHALL COMPLY WITH THE RECOMMENDATIONS AND REQUIREMENTS OF ANSI ABO.1 THE 'AMERICAN STANDARD FOR NURSERY STOCK.

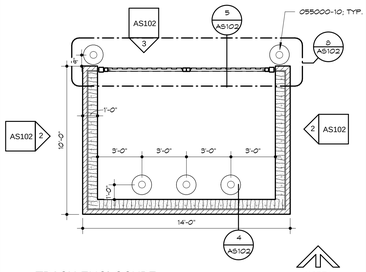
4) ALL PLANTING BEDS SHALL BE EDGED WITH GREEN STEEL EDGING WHERE SHOWN.

5) PREPARE PLANTING BEDS AND INCORPORATE AMENDMENTS ACCORDING TO SPECIFICATIONS.

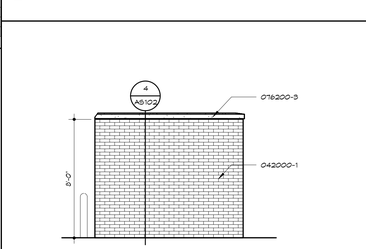
6) CYPRUS MULCH, PER SPECIFICATIONS, SHALL BE USED AS A THREE INCH (3") TOP DRESSING WITH COMMERCIAL GRADE WEED BARRIER UNDER. IN ALL PLANTING BEDS AND AROUND ALL TREES.

7) THE LANDSCAPE CONTRACTOR SHALL NOT COMMENCE WORK UNTIL THE SITE IS FREE OF DEBRIS CAUSED BY ON-GOING CONSTRUCTION OPERATIONS. REMOVAL OF DEBRIS SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR. LANDSCAPE WORK SHALL NOT BEGIN UNTIL THE ARCHITECT HAS GIVEN WRITTEN APPROVAL FOR SUCH. THERE SHALL BE NO DELAYS DUE TO LACK OF COORDINATION FOR THIS ACTIVITY.

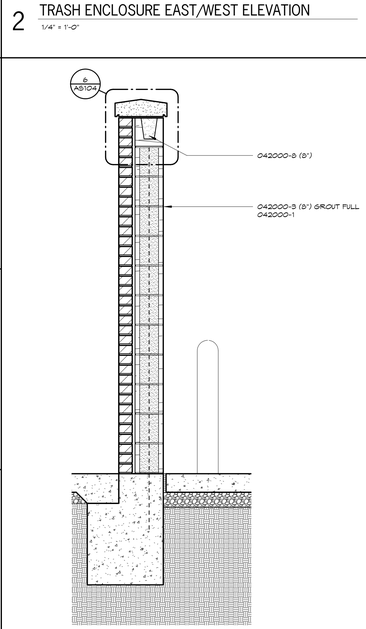
8) THE ARCHITECT SHALL APPROVE GRADES AND CONDITION OF SITE PRIOR TO SEEDING OPERATIONS.



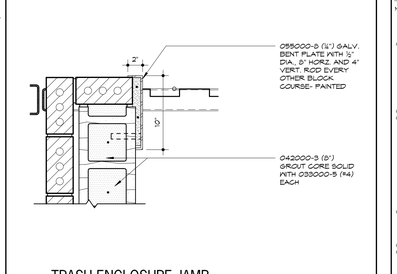
1 TRASH ENCLOSURE
1/4" = 1'-0"



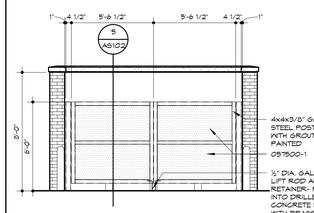
2 TRASH ENCLOSURE EAST/WEST ELEVATION
1/4" = 1'-0"



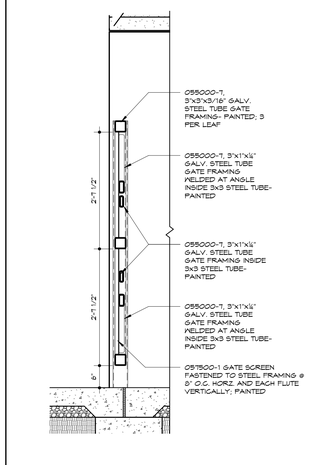
4 TRASH ENCLOSURE WALL SECTION
3/4" = 1'-0"



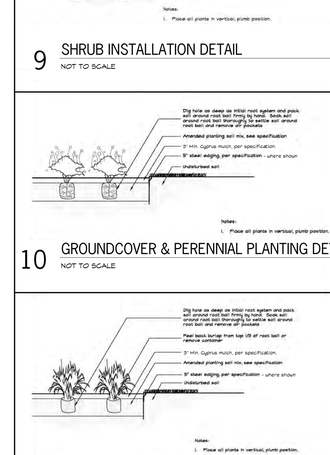
7 TRASH ENCLOSURE JAMB
1 1/2" = 1'-0"



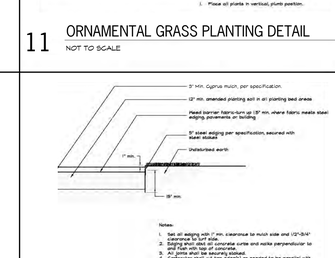
3 ENLARGED GATE ELEVATION
1/4" = 1'-0"



8 ENLARGED GATE PLAN
1/2" = 1'-0"



9 SHRUB INSTALLATION DETAIL
NOT TO SCALE



10 GROUNDCOVER & PERENNIAL PLANTING DETAIL
NOT TO SCALE

11 ORNAMENTAL GRASS PLANTING DETAIL
NOT TO SCALE

13 PLANT SPACING DIAGRAM
NOT TO SCALE

12 STEEL EDGING DETAIL
NOT TO SCALE

KEYNOTES

Note: Keynotes are drawn from a master list, it may not be sequentially numbered. Sizes (8x, 2x4) or other info following keynote on drawings indicates criteria for those materials/locations which may differ from std. material specified.

033000	-1	Concrete Structure	081113	-1	Steel Door
	-2	Concrete Floor Slab		-2	Steel Frame
	-3	Vapor Barrier		-3	Frame Anchor
	-4	Welded Wire Fabric		-4	Louver
	-5	Steel Reinforcing Bar		-5	Master Guard
	-6	Keyed Joint		-6	FRP Door
	-7	Waterstop	081416	-1	Flush Wood Door
	-9	Dovetail Anchor	083113	-1	Access Door
	-9	Sidewalk		-2	Access Door Frame
	-10	Premolded Joint Filler		-3	Floor Access Door
033500	-1	Concrete Topping	083323	-1	Overhead Coiling Door
042000	-1	Face Brick		-2	Coiling Counter Door
	-2	Concrete Masonry Unit - Nominal Height (")	083613	-1	Sectional Overhead Door
	-3	Concrete Masonry Unit - Lightweight (")		-2	Sectional Overhead Door Track
	-4	Wire Reinforcing	084113	-1	Weatherstripping
	-5	Metal Tie/Anchor		-1	Aluminum Entrance Door
	-6	Through Wall Flashing		-2	Aluminum Entrance Frame
	-7	Control Joint Strip		-3	Sunshade
	-9	Bond Beam (")		-4	Aluminum Sunsill
	-9	Compressible Filler	084413	-1	Glazed Aluminum Curtain Wall
	-10	Keep Horz.		-2	Threshold
	-11	Vertical Drainage Material		-3	Aluminum Louver
	-12	Termination Bar		-4	Aluminum Sunsill
044300	-1	Stone Masonry	087100	-1	Track Hardware
	-2	Anchor	088000	-1	Glazing (as scheduled)
	-3	Stone Jamb	088853	-1	Security Glazing (as scheduled)
	-4	Stone Sill			
	-5	Belt Course	089116	-1	Louvers and Vents
047200	-1	Cast Stone	092216	-1	Steel Stud (")
051200	-1	Steel Beams		-2	Steel Stud Runner (")
	-2	Steel Column		-3	Furring Channel (")
	-3	Steel Tube	092400	-1	Portland Cement Plastering
	-4	Steel Channel		-2	Metal Lath
052100	-1	Steel Joist		-3	Casing Bead
	-2	Joist - Extended End	092900	-1	Gypsum Board (")
	-3	Joist - Ceiling Extension		-2	Fire Rated Gypsum Board (")
053100	-1	Metal Decking		-3	Cementitious Tile Backer Panel
	-3	Steel Composite Decking		-4	Metal Suspension System
	-2	Flexible Closure Strips		-5	Acoustical Sealant
054000	-1	Structural Steel Studs		-6	Acoustical Insulation (")
	-2	Structural Steel Joists		-7	Metal Edge Trim
	-3	"Z" Closure		-8	Auxiliary Support Framing
055000	-1	Steel Angle		-9	Metal Control Joint
	-4	Steel Channel		-10	High Impact Gypsum Board
	-5	Steel Lintel		-11	Cementitious Plaster Finishing Compound
	-6	Steel Pipe		-12	Stiffener
	-7	Steel Tube	093000	-1	Porcelain Wall Tile (" x ")
	-8	Steel Plate		-2	Shower Pan
	-9	Steel Ladder		-3	Shower Pan Flashing
	-10	Steel Bollard		-4	Porcelain Floor Tile (" x ")
055100	-1	Steel Stairs		-5	Tile Base
	-2	Steel Stair Stringer		-6	Tile Cap
	-3	Steel Embed Plate		-7	Setting Bed
055213	-1	Steel Pipe Handrail		-8	Uncoupling water-proof membrane
	-2	Steel Pipe Rail/Post		-9	Shower Splashguard
	-3	Steel Handrail Rail Bracket		-10	Shower Niche
	-4	Steel Rod	095113	-1	Acoustical Panel (" x ") (1 + Fire Rated)
	-5	Steel Grating		-2	Ceiling Suspension System
055300	-1	Steel Frame		-3	Edge Mold Trim
	-2	Steel Frame		-4	Auxiliary Support Framing
057100	-1	Decorative Metal Railings		-5	Resilient Tile Flooring
057500	-1	Ornamental Metal Stamped Grille	096516	-1	Resilient Wall Base
061063	-1	2x Wood Nailer (")		-2	Edge Strip
	-2	Wood Blocking (")		-3	Tackable Wall Surface
	-3	"x Wood Continuous (")		-4	Resilient Stair Tread
	-4	Plywood (")		-5	Resilient Riser
	-5	4'0 Felt		-6	Resilient Stringer Skirt
	-6	4'8 Felt		-7	Resilient Stair Nose
	-7	Sheathing (")		-8	Carpet Tile
064116	-1	Interior Architectural Wood Panel	096800	-1	Access Flooring
	-2	Plastic Pressure Laminate	099100	-1	Exterior Painting
	-3	Cabinet Liner Laminate	099123	-1	Interior Painting
	-4	Particle Board	099600	-1	Secondary Containment Coating System
	-5	Plywood		-1	Signage
	-6	3mm Edge Molding	101400	-1	Toilet Partition
	-7	Solid Wood Blocking	102113	-2	Urinal Screen
	-8	Hardwood	102213	-1	Wire Mesh Partitions
	-9	Steel Tube/Leg Frame	102600	-1	Impact-Resistant Corner-guard
	-10	Door Hinge	102800	-1	Tissue Dispenser
	-11	Door/Drawer Pull		-2	Framed Mirror
	-12	Magnetic Catch		-3	Sanitary Napkin Disposer
	-13	Drawer		-4	Grab Bar
	-14	Shelf Supports		-5	Shower Seat
	-15	Countertop		-6	Shower Curtain Rod
	-16	Solid-Surfacing Material		-7	Coat/Robe Hook
071113	-1	Bituminous Dampproofing		-8	Utility Shelf
071326	-1	Self-Adhering Sheet Waterproofing		-9	Fire Extinguisher Cabinet
072100	-1	Foundation Wall or Under Slab Insulation (R-)		-10	Fire Extinguisher
	-2	Cavity Wall Insulation (R-)		-11	Personnel Locker
	-3	Building Insulation - Unfaced (R-)		-12	Locker
	-4	Building Insulation - Faced (R-)		-13	Bench
	-5	Sill Sealer		-14	Pre- Manufactured Canopies
	-6	Batting Insulation		-15	Flagpole
072726	-1	Fluid Applied Membrane Air Barrier		-16	Deterrent Spikes
	-2	Flashing Tape		-17	Roller Window Shades
074213	-1	Metal Wall Panel (Type 1)		-18	Spray Painting Booth
	-2	Trim		-19	Hydraulic Elevator
	-3	Z-Furring (")		-20	Site Clearing
	-4	Metal Wall Panel (Type 2)		-21	Earth Moving
	-5	Metal Soffit Panel		-22	Exterior Fill
075423	-1	Thermoplastic Polyolefin (TPO) Roofing		-23	Granular Drainage Course
	-2	Roof Insulation Flat		-24	Subbase Course
	-3	Roof Insulation Tapered		-25	Concrete Paving
	-4	Roof Expansion Joint		-26	Perforated Wall Pipe & Fittings
	-5	Coverboard		-27	Geotextile Filter Fabric (Flat/Book)
	-6	Walkway Protection Board		-28	Drainage Panel
076200	-1	Sheet Metal Flashing and Counterflashing			
	-2	Pre-Finished Roof Edge			
	-3	Pre-Finished Coping			
	-4	Sheet Metal Reglet			
	-5	Sheet Metal Gutter			
	-6	Sheet Metal Downspout			
	-7	Sheet Metal Scupper			
077126	-1	Roof Expansion Joint			
077200	-1	Roof Hatch/Ladder			
078413	-1	Penetration Firestopping			
079443	-1	Joint Firestopping			
079200	-1	Sealant - Rake where required			
	-2	Joint Filler			
	-3	Sealant			
	-4	Backer Rod			
079500	-1	Expansion Control			

NOTE: REFER TO STRUCTURAL DRAWINGS FOR REINFORCING STEEL IN EXTERIOR WALLS AND CONCRETE NOT SHOWN

NOTE: REFER TO ALL DETAILS (DETAILS LOCATED ON THIS SHEET, PREGEEDING SHEETS AND FOLLOWING SHEETS) FOR APPLICABLE NOTES NOT SHOWN

NOTE: REFER TO ALL SECTIONS (SECTIONS LOCATED ON THIS SHEET, PREGEEDING SHEETS AND FOLLOWING SHEETS) FOR APPLICABLE NOTES NOT SHOWN

HTK ARCHITECTS PA
9300 W 110TH ST. STE. 150
OVERLAND PARK, KANSAS 66210
P 913.663.3373
900 S KANSAS AVE., SUITE 200
TOPEKA, KANSAS 66612
P 785.266.3373
www.htkarchitects.com

DATE:
- 4-15-15

REVISED DATE:
- 12-18-14
- 2-9-15
- 3-10-15

HTK PROJECT NUMBER:
- 1410.03

Department of Administration
Office of Facilities and Procurement Management
800 SW Jackson, Suite 700
Topeka, Kansas 66612-1216
Phone: 785-296-0669
FAX: 785-296-3456

STATE OF KANSAS
STATE OF KANSAS ENERGY & SERVICE CENTER
221 SW 7th Street
BUILDING NUMBER 173000038
DATE: 4-15-15 DRAWN BY: Author CHECKED BY: Checker REV: 1

LANDSCAPE PLAN AND SITE DETAILS

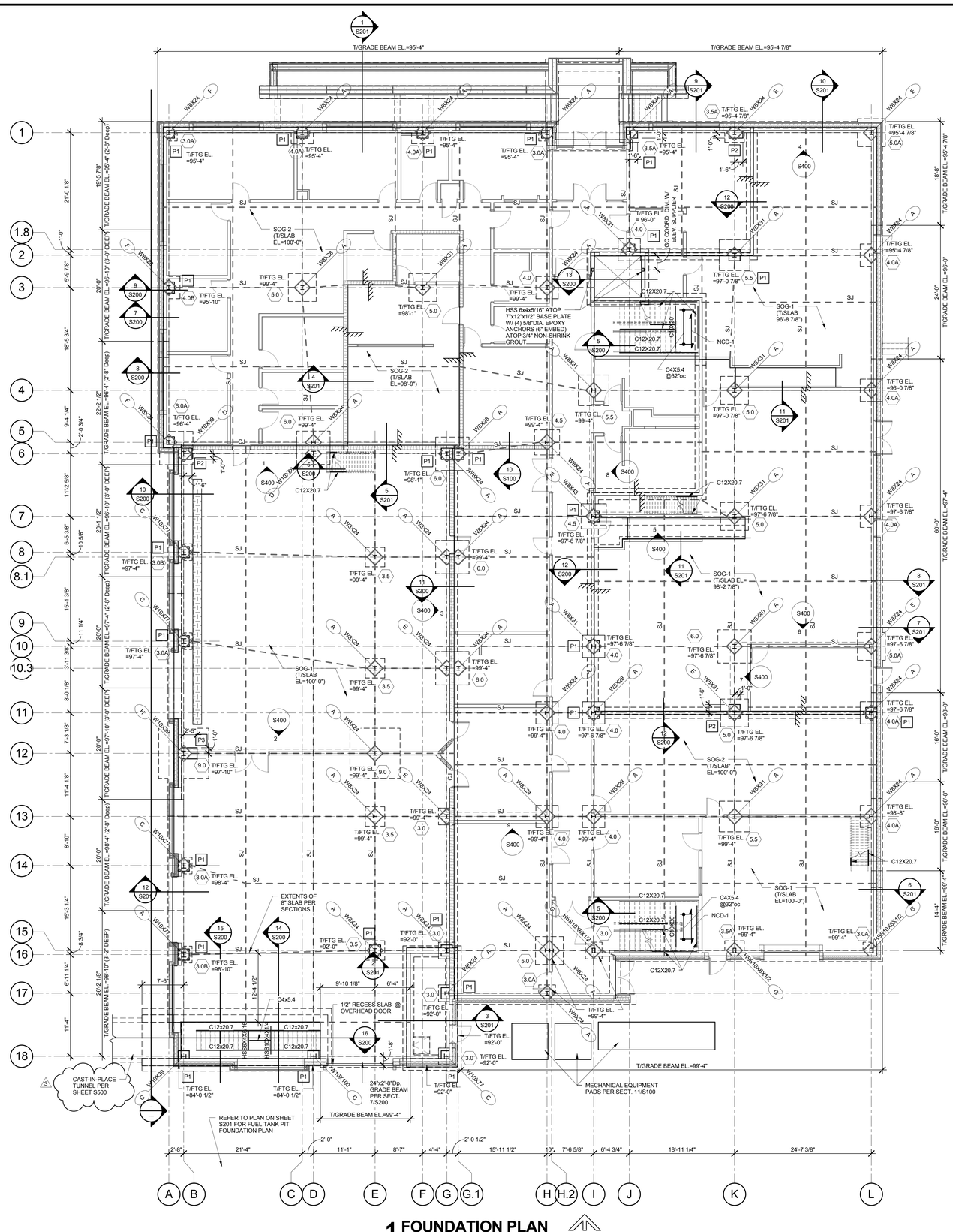
A-012651

AS102

CONSTRUCTION DOCUMENTS

5/7/2015 12:17:13 PM C:\Users\jms\Documents\REVIT\State of Kansas Energy_CA_jms.rvt

JCSBC
2-2-2016
Att.9.--170



1 FOUNDATION PLAN

1/8" = 1'-0"

NOTES:
1.) REFER TO GENERAL NOTES & LEGEND ON SHEET S100.

NORTH

COLUMN PILASTER SCHEDULE

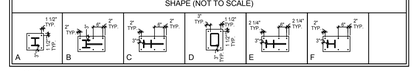
CONCRETE (PSI): 4000			REBAR (KSI): 60	
TYPE	PILASTER SIZE (DEPTHxWIDTH)	VERTICAL REINFORCING	TIES	SHAPE
P1	24"x24"	(8) #6	(2) #3 @12"oc	
P2	30"x24"	(10) #6	(4) #3 @12"oc	
P3	36"x24"	(12) #6	(5) #3 @12"oc	

1.) ALL PILASTER SHALL HAVE (3) ADDITIONAL SETS OF TIES AT TOP 5".
2.) ALL PILASTERS ARE CENTERED ON STEEL COLUMN UNLESS NOTED OTHERWISE PER PLAN.

COLUMN BASE PLATE SCHEDULE

TYPE	COLUMN	BASE PLATE	BASE PLATE TYPE	ANCHOR BOLTS	GROUT
A	PER PLAN	3/4"x14"x14"	A	(4) 3/4" Ø x 1' - 6" Lg.	1"
B	PER PLAN	1"x16"x16"	A	(4) 3/4" Ø x 1' - 6" Lg.	1"
C	PER PLAN	3/4"x16"x16"	A	(4) 3/4" Ø x 1' - 6" Lg.	1"
D	PER PLAN	3/4"x16"x20"	B	(6) 1" Ø (GRADE 105) x 2' - 0" Lg.	1"
E	PER PLAN	3/4"x16"x20"	C	(6) 1" Ø (GRADE 105) x 2' - 0" Lg.	1"
F	PER PLAN	1"x14"x14"	A	(4) 3/4" Ø x 1' - 6" Lg.	1"
G	PER PLAN	3/4"x12"x16"	D	(4) 3/4" Ø x 1' - 6" Lg.	1"
H	PER PLAN	3/4"x19"x24"	E	(6) 1 1/8" Ø (GRADE 105) x 2' - 0" Lg.	
J	PER PLAN	3/4"x16"x20"	F	(6) 1" Ø (GRADE 105) x 2' - 0" Lg.	1"

SHAPE (NOT TO SCALE)



NOTES:
1. COLUMNS SHALL BE CONTINUOUS WITH NO SPLICES UNLESS INDICATED OTHERWISE.
2. SEE PLAN FOR ORIENTATION OF COLUMNS.
3. ANCHOR BOLT LENGTH INCLUDES 4" OF PROJECTION AND 3" HOOK.

CONCRETE FOOTING SCHEDULE

SOIL PRESSURE (PSF): 5000	CONCRETE (PSI): 3500	REBAR (KSI): 60
TYPE	FOOTING SIZE (FT.) THICKNESS (IN.)	BAR SIZE/EA. WAY SPACING (IN.) BOTTOM
3.0	3'-0"x3'-0"x16"Dp	#4 @10"oc
3.0A	3'-0"x3'-0"x32"Dp	#4 @10"oc
3.0B	3'-0"x3'-0"xGR BM DEPTH PER PLAN	#4 @10"oc
3.5	3'-6"x3'-6"x16"Dp	#4 @10"oc
3.5A	3'-6"x3'-6"x32"Dp	#4 @10"oc
4.0	4'-0"x4'-0"x16"Dp	#4 @10"oc
4.0A	4'-0"x4'-0"x32"Dp	#4 @10"oc
4.0B	4'-0"x4'-0"x36"Dp	#4 @10"oc
4.5	4'-6"x4'-6"x18"Dp	#4 @10"oc
5.0	5'-0"x5'-0"x18"Dp	#5 @10"oc
5.0A	5'-0"x5'-0"x32"Dp	#5 @10"oc
5.5	5'-6"x5'-6"x18"Dp	#5 @10"oc
6.0	6'-0"x6'-0"x20"Dp	#5 @10"oc
6.0A	6'-0"x6'-0"x32"Dp	#5 @10"oc
9.0	9'-0"x9'-0"x36"Dp	#5 @10"oc T&B

NOTES:
1. EXTERIOR FOOTINGS OR FOOTING AT GRADE BEAM SHALL MATCH GRADE BEAM DEPTH AND BE PLACED WITH GRADE BEAM.
2. PROVIDE #4 @12"oc EACH WAY IN TOP OF FOOTING AT ALL BRACED BAY COLUMNS.
3. CENTER FOOTINGS ON COLUMNS AND/OR WALL CENTERLINES PER PLAN UNLESS NOTED OTHERWISE.

HTK ARCHITECTS PA
900 S. KANSAS AVE., SUITE 200 TOPEKA, KANSAS 66612
9300 W 110TH ST. STE 160 OVERLAND PARK, KANSAS 66210
T 785.296.8899 F 785.296.3456
www.htkarchitects.com

JASON ANDREW PARKER — LICENSED PROFESSIONAL ENGINEER — 2006 — KANSAS

DATE:
- 4-15-15

REVISED DATE:
- 12-18-14
- 2-9-15
- 3-10-15

HTK PROJECT NUMBER:
- 1410.03

Department of Administration
Office of Facilities and
Procurement Management
800 SW Jackson Street, Suite 700
Topeka, Kansas 66612-1216
Phone 785-296-8899
FAX 785-296-3456

STATE OF KANSAS
STATE OF KANSAS ENERGY & SERVICE CENTER
221 SW 7th Street
BUILDING NUMBER 17300-0038

DATE: 4-15-15 DRAWN BY: Author CHECKED BY: Checker REV: 3

FOUNDATION PLAN

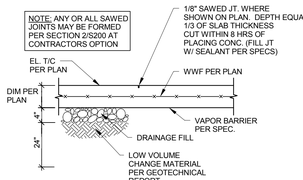
A-012651

S101

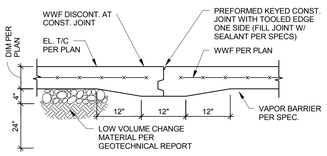
CONSTRUCTION DOCUMENTS

5/6/2015 9:28:01 AM U:\Clients H-J\HTK Projects\HTK1408 - Kansas Energy\HTK1408 Dwgs\HTK1408 -S15- Kansas Energy_CLARK.rvt

JCSBC
2-2-2016
Att.9.--171

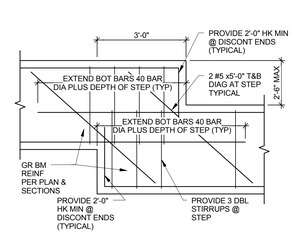


1 SECTION
3/4" = 1'-0"

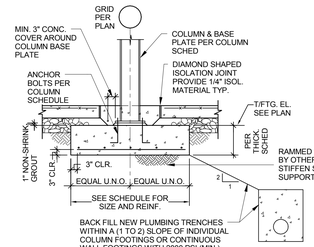


TYP. CONST JT. (CJ)

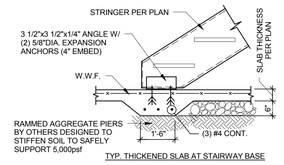
2 SECTION
3/4" = 1'-0"



3 SECTION
1/2" = 1'-0"

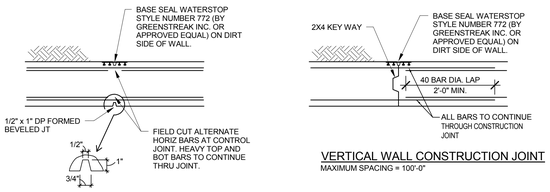


4 SECTION
1/2" = 1'-0"



TYP. THICKENED SLAB AT STAIRWAY BASE

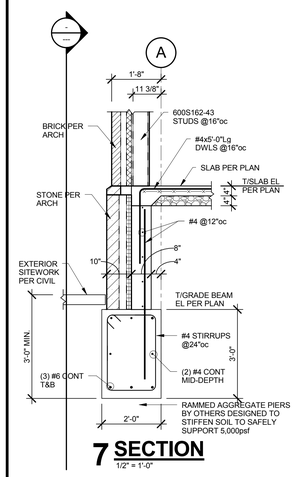
5 SECTION
3/4" = 1'-0"



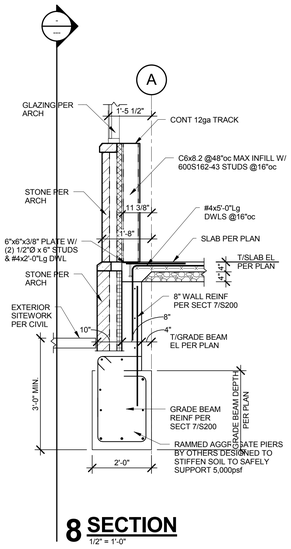
VERTICAL WALL CONTROL JOINT
MAXIMUM SPACING = 25'-0"
(COORDINATE LOCATIONS WITH ARCHITECT/ ALIGN WITH MASONRY CONTROL/EXPANSION JOINTS ABOVE)

VERTICAL WALL CONSTRUCTION JOINT
MAXIMUM SPACING = 100'-0"

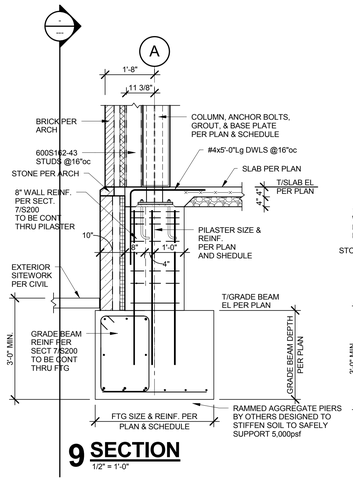
6 VERTICAL WALL CONTROL JOINT
3/4" = 1'-0"



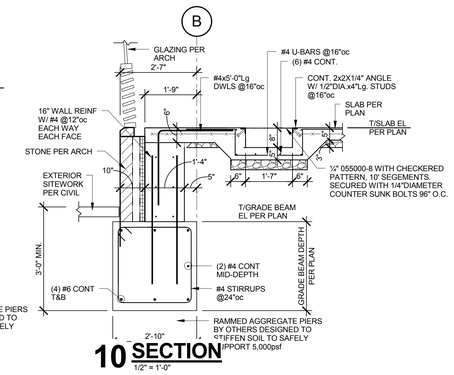
7 SECTION
1/2" = 1'-0"



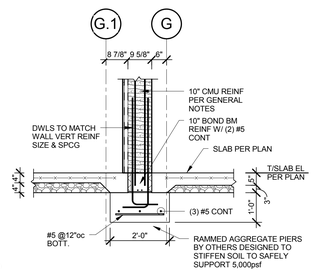
8 SECTION
1/2" = 1'-0"



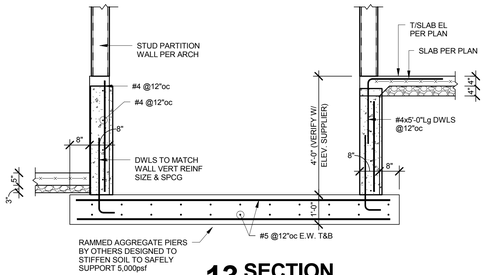
9 SECTION
1/2" = 1'-0"



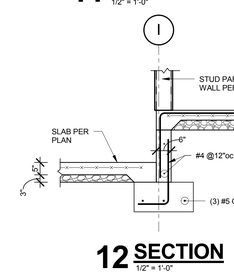
10 SECTION
1/2" = 1'-0"



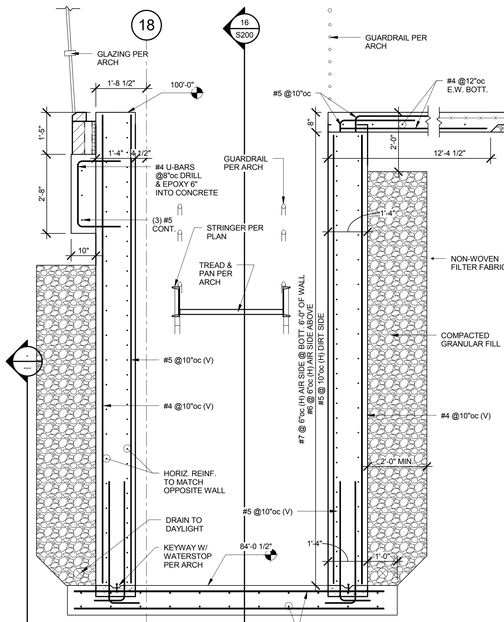
11 SECTION
1/2" = 1'-0"



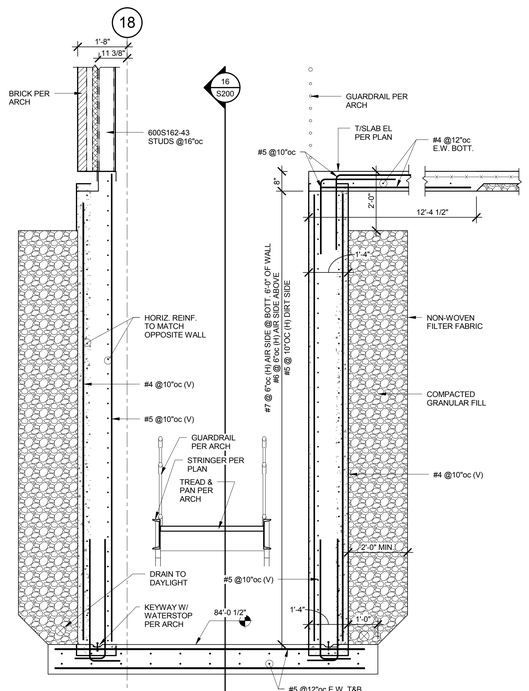
13 SECTION
1/2" = 1'-0"



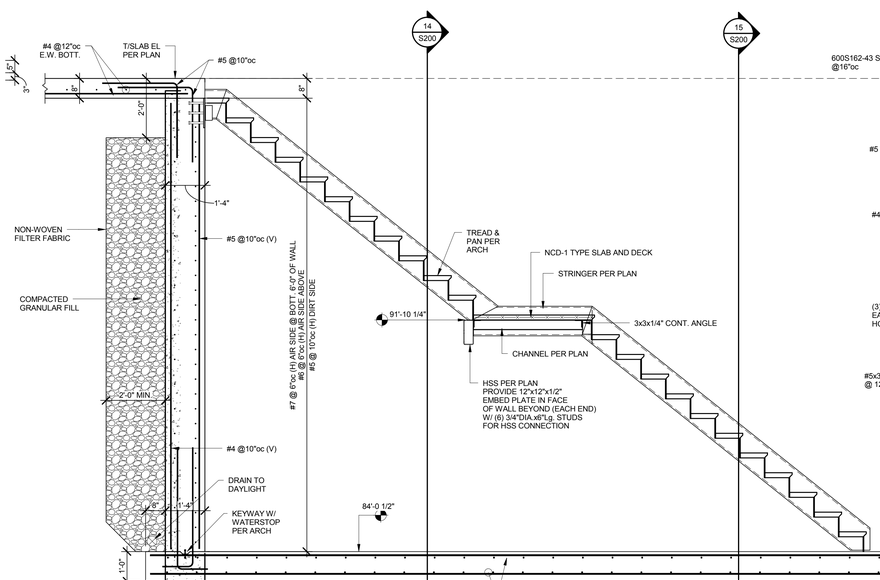
12 SECTION
1/2" = 1'-0"



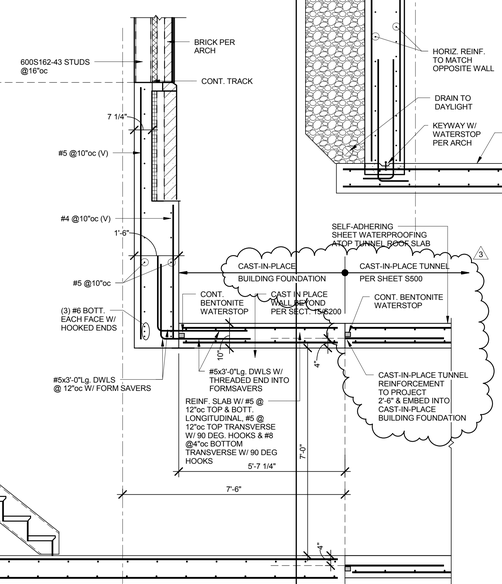
14 SECTION
1/2" = 1'-0"



15 SECTION
1/2" = 1'-0"



16 SECTION
1/2" = 1'-0"



14 SECTION
1/2" = 1'-0"

HTK ARCHITECTS PA
900 S. KANSAS AVE., SUITE 200 TOPEKA, KANSAS 66612
9300 W 110TH ST. STE 160 OVERLAND PARK, KANSAS 66210
T 785.296.8899 F 913.663.5379
www.htkarchitects.com

DATE:
- 4-15-15

REVISED DATE:
- 12-18-14
- 2-9-15
- 3-10-15

HTK PROJECT NUMBER:
- 1410.03

Department of Administration
Office of Facilities and
Procurement Management
900 SW Jackson Street, Room 700
Topeka, Kansas 66612-1216
Phone 785-296-8899
FAX 785-296-3456

STATE OF KANSAS
STATE OF KANSAS ENERGY & SERVICE CENTER
221 SW 7th Street
BUILDING NUMBER 17300-0038

DATE: 4-15-15 DRAWN BY: Author CHECKED BY: Checker REV: 3

FOUNDATION SECTIONS

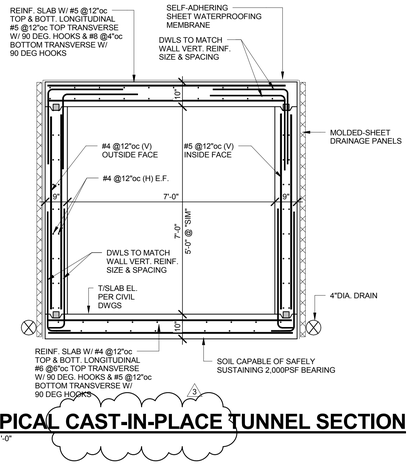
A-012651

S200

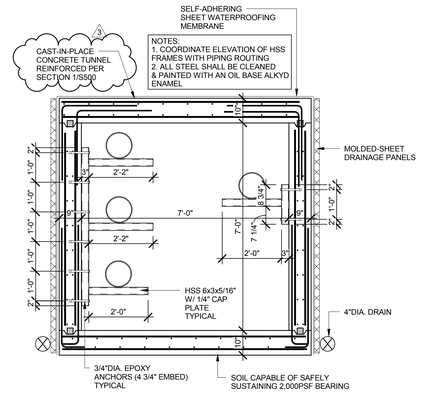
CONSTRUCTION DOCUMENTS

5/6/2015 9:28:03 AM U:\Clients H-J\HTK Projects\HTK1408 - Kansas Energy\HTK1408 Dwgs\HTK1408 -S15- Kansas Energy_CLARK.rvt

JCSBC
2-2-2016
Att.9.--172

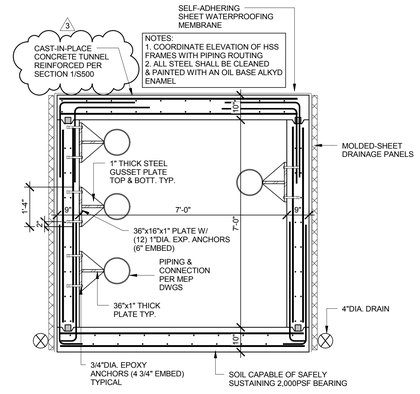


1 TYPICAL CAST-IN-PLACE TUNNEL SECTION
1/2" = 1'-0"



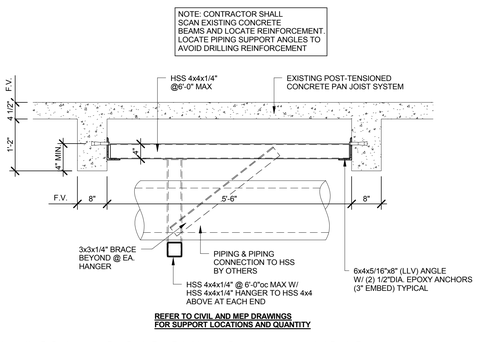
REFER TO CIVIL AND MEP DRAWINGS FOR SUPPORT LOCATIONS AND QUANTITY

2 TYPICAL PIPING SUPPORT FRAMING @ TUNNEL
1/2" = 1'-0"



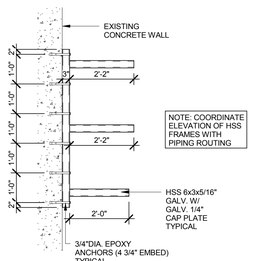
REFER TO CIVIL AND MEP DRAWINGS FOR SUPPORT LOCATIONS AND QUANTITY

3 TYPICAL PIPING EXPANSION COMPENSATING SUPPORT FRAMING
1/2" = 1'-0"



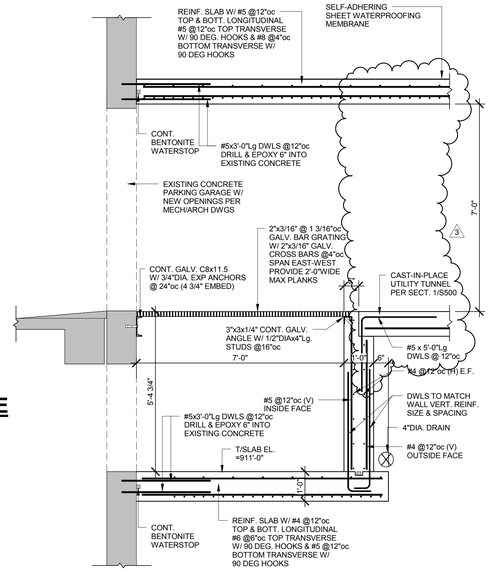
REFER TO CIVIL AND MEP DRAWINGS FOR SUPPORT LOCATIONS AND QUANTITY

4 TYPICAL PIPING SUPPORT FRAMING HUNG FROM EXISTING GARAGE STRUCTURE ABOVE
3/4" = 1'-0"

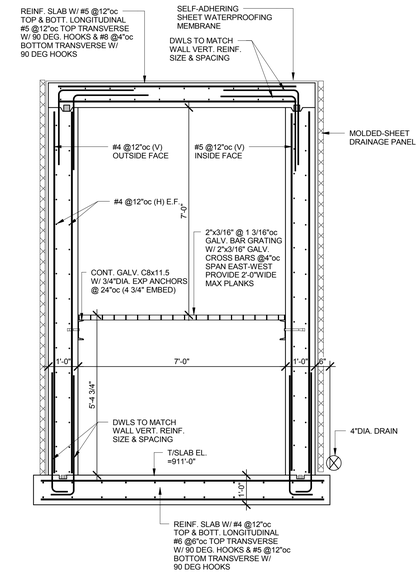


REFER TO CIVIL AND MEP DRAWINGS FOR SUPPORT LOCATIONS AND QUANTITY

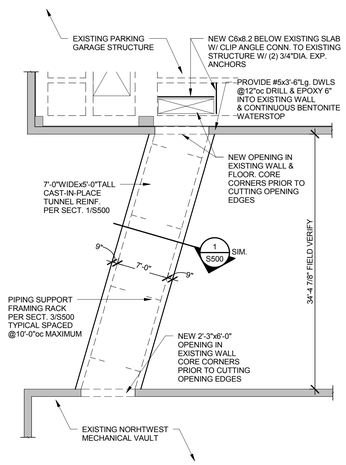
5 TYPICAL PIPING SUPPORT FRAMING @ EXISTING CONCRETE WALL
1/2" = 1'-0"



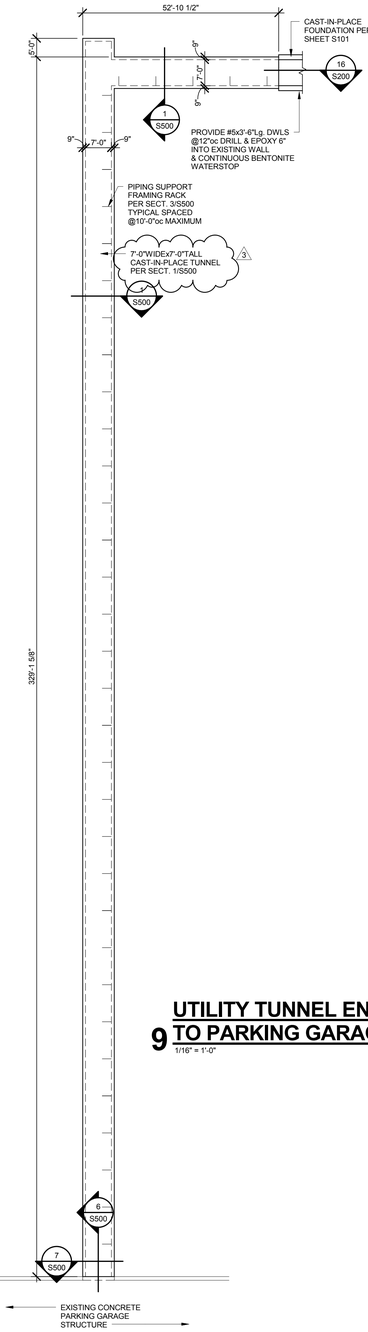
6 UTILITY TUNNEL SECTION
1/2" = 1'-0"



7 UTILITY TUNNEL SECTION
1/2" = 1'-0"



8 UTILITY TUNNEL PARAKING GARAGE TO STATEHOUSE FRAMING PLAN
1/8" = 1'-0"



9 UTILITY TUNNEL ENERGY BUILDING TO PARKING GARAGE FRAMING PLAN
1/16" = 1'-0"

HTK ARCHITECTS PA
900 S. KANSAS AVE., SUITE 200 TOPEKA, KANSAS 66612
9300 W 110TH ST. STE 160 OVERLAND PARK, KANSAS 66210
P 913.663.5370
www.htkarchitects.com

JACK ANDREW BASHAM 2009 CERTIFIED PROFESSIONAL ENGINEER

DATE:
- 4-15-15

REVISED DATE:
- 12-18-14
- 2-9-15
- 3-10-15

HTK PROJECT NUMBER:
- 1410.03

Department of Administration
Office of Facilities and
Procurement Management
800 SW Jackson Street, Suite 1730
Topeka, Kansas 66612-1216
Phone 785-296-8899
FAX 785-296-3456

STATE OF KANSAS
STATE OF KANSAS ENERGY & SERVICE CENTER
221 SW 7th Street
BUILDING NUMBER 17300-0038
DRAWN BY: Author CHECKED BY: Checker REV: 3
DATE: 4-15-15

TUNNEL AND PIPING SUPPORT PLAN

A-012651

S500

CONSTRUCTION DOCUMENTS

5/6/2015 9:28:04 AM U:\Clients H-J\HTK Projects\HTK1408 - Kansas Energy\HTK1408 Dwgs\HTK1408 -S15- Kansas Energy_CLARK.rvt

JCSBC
2-2-2016
Att.9.--173

HTK ARCHITECTS PA
900 S. KANSAS AVE. 3300 W 11OTH ST. STE. 150
TOPEKA KANSAS 66612 OVERLAND PARK KANSAS 66210
P. 785-266-3373 P. 913-663-3373
WWW.HTKARCHITECTS.NET

LS&A Lowther Sorensen & Associates, P.A.
CONSULTING ENGINEERS
3839 SW Summerfield Drive, Suite A
Topeka, Kansas 66614-4264
Phone: (785) 272-0037
FAX: (785) 233-0567
E-Mail: lsa@lsa-ks.com
LSA PROJECT NO.: 140309

10530

DATE:
- 4-15-15

REVISED DATE:
- 12-18-14
- 2-13-15
- 3-10-15

HTK PROJECT NUMBER:
- 1410.03

Department of Administration
Office of Facilities and
Procurement Management
800 SW Jackson, Suite 700
Topeka, Kansas 66612-1216
Phone 785-296-8899
FAX 785-296-3456

STATE OF KANSAS
STATE OF KANSAS ENERGY & SERVICE CENTER
Seventh & Van Buren Street, Topeka, Kansas
BUILDING NUMBER 1730000038

DATE: 4-15-15 DRAWN BY: CAD CHECKED BY: WRB REV.: WRB

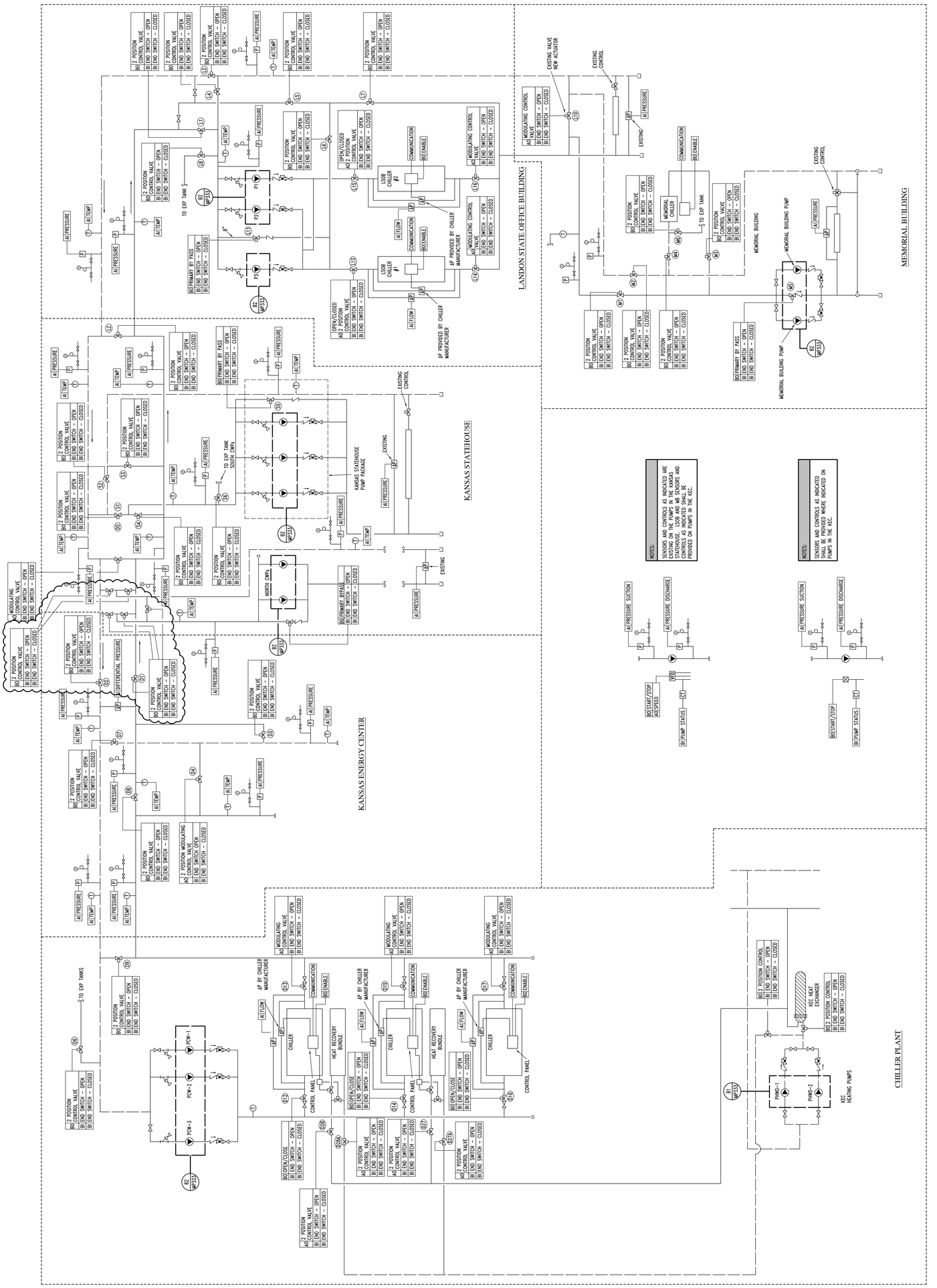
AUTOMATIC SYSTEM CONTROL DIAGRAM

A012651

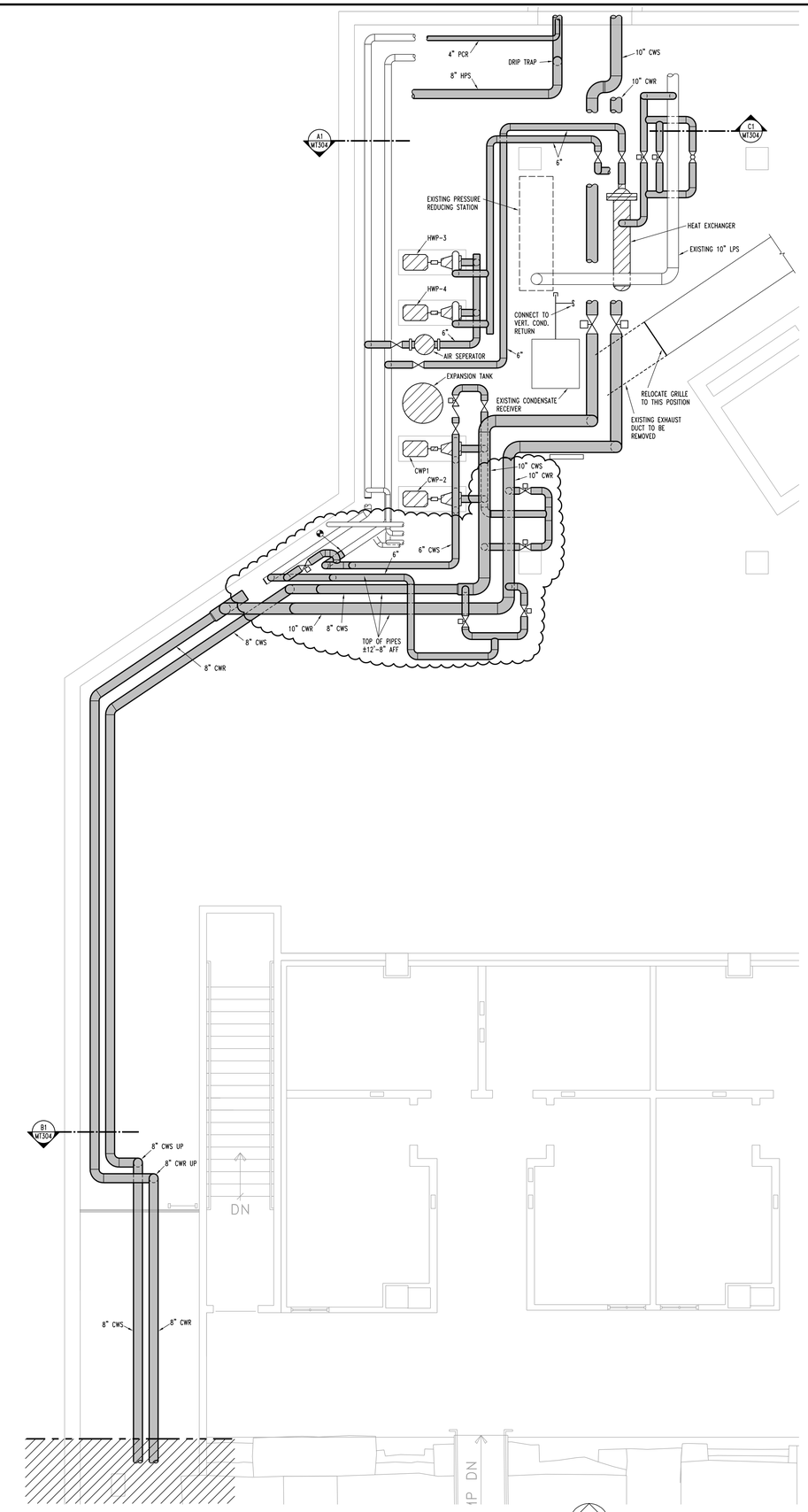
ME301

CONSTRUCTION DOCUMENTS

JCSHC
2-2-2016
AHU-1-17

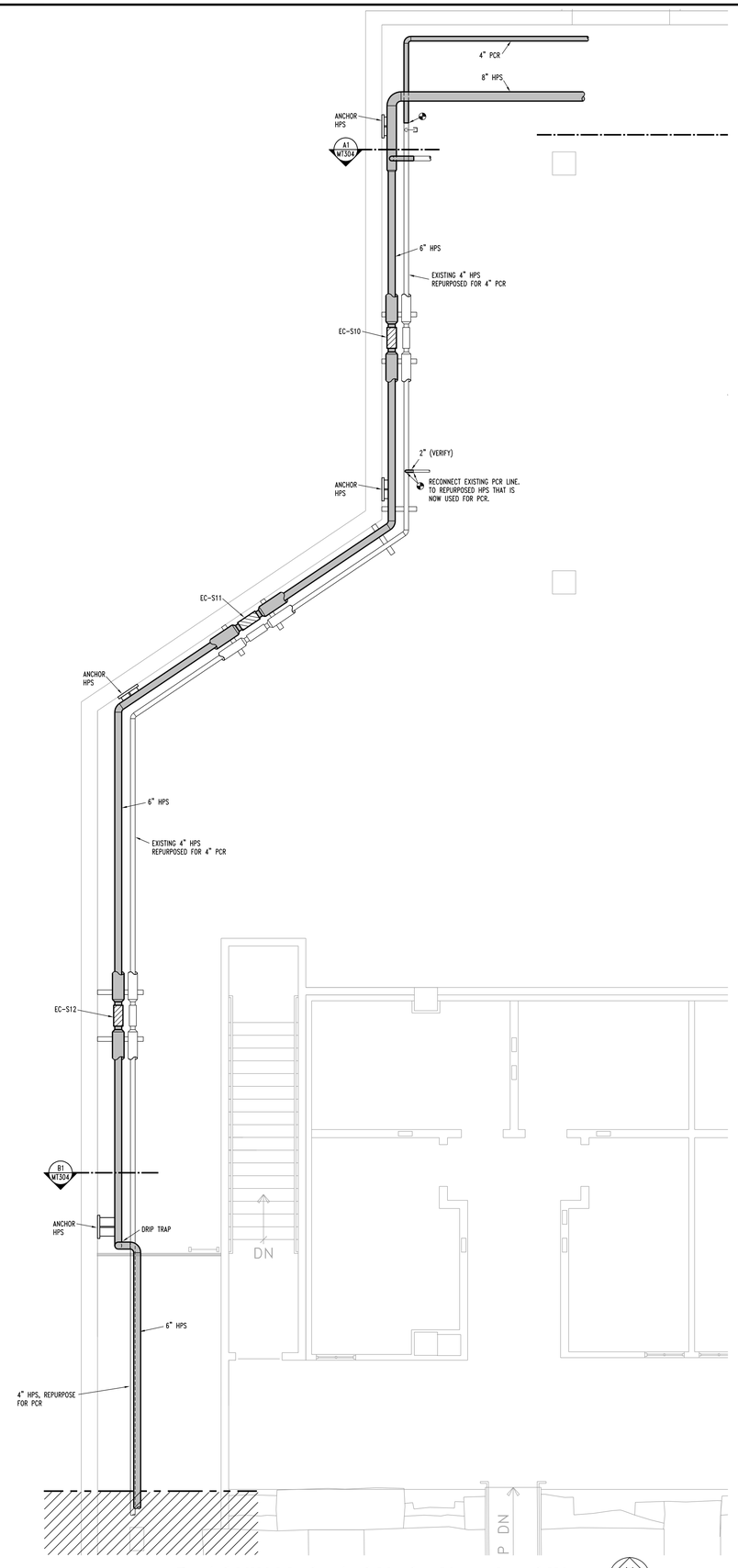


.. ME301_Automatic System Control Diagram.dwg 98 05/07/15 GIC 98 05/07/15 GIC 98 04/14/15 GIC 98 04/14/15 GIC 98 04/13/15 GIC 98 04/12/15 GIC 98 04/12/15 GIC 04/12/15 GIC Ua.dwg 98 04/12/15 GIC Ua.dwg 98 02/24/15 GIC Ua.dwg 98 02/24/15 GIC GIC GIC



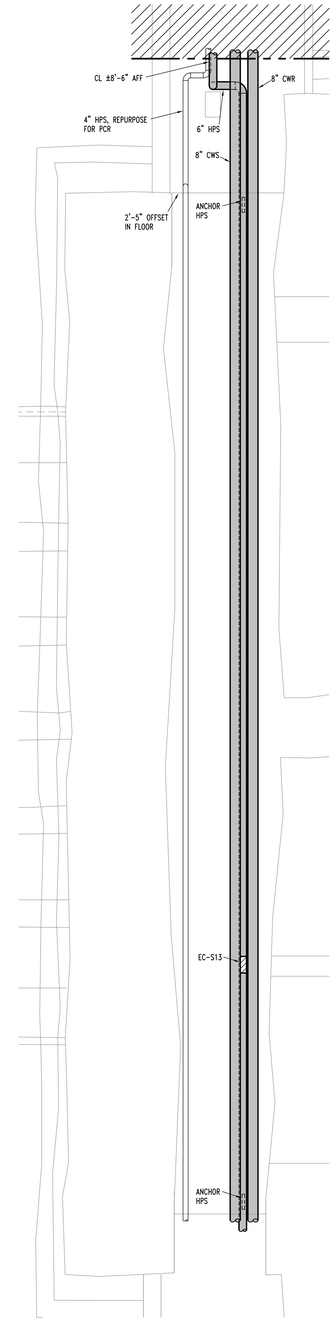
C1 Partial NW Mechanical Vault - Lower Level West
1/4"=1'-0" HVAC Piping

N.



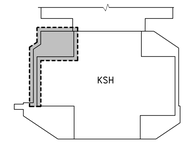
B1 Partial NW Mechanical Vault - Upper Level West
1/4"=1'-0" HVAC Piping

N.



A1 Connecting Tunnel Between NW and SW Mech. Vault
1/4"=1'-0" HVAC Piping

N.



KEY PLAN
NO SCALE

N.

HTK ARCHITECTS PA
900 S. KANSAS AVE. TOPEKA, KANSAS 66612 P. 785.266.3373
9300 W 110TH ST. STE. 150 OVERLAND PARK, KS 66210 P. 913.663.3373
WWW.HTKARCHITECTS.NET

LS&A Lattimer Sommers & Associates, P.A.
CONSULTING ENGINEERS
3639 SW Summerfield Drive, Suite A
Topeka, Kansas 66614-3974
Telephone: (785) 233-3232
FAX: (785) 233-0547
Email: lsapa@lsapa.com
LSA PROJECT NO. 1402032

WILLIAM R. BAUMGARTH LICENSED 10530 PROFESSIONAL ENGINEER
4-15-15

Department of Administration
Office of Facilities and
Procurement Management
800 SW Jackson, Suite 700
Topeka, Kansas 66612-1216
Phone: 785-296-0899
FAX 785-296-3456

DATE:
- 4-15-15

REVISED DATE:
- 12-18-14
- 2-9-15
- 3-10-15

HTK PROJECT NUMBER:
- 1410.03

STATE OF KANSAS
STATE OF KANSAS ENERGY & SERVICE CENTER
Seventh & Van Buren Street, Topeka, Kansas
BUILDING NUMBER 1730000038

DATE: 4-15-15 DRAWN BY: CAD CHECKED BY: WRB REV: WRB

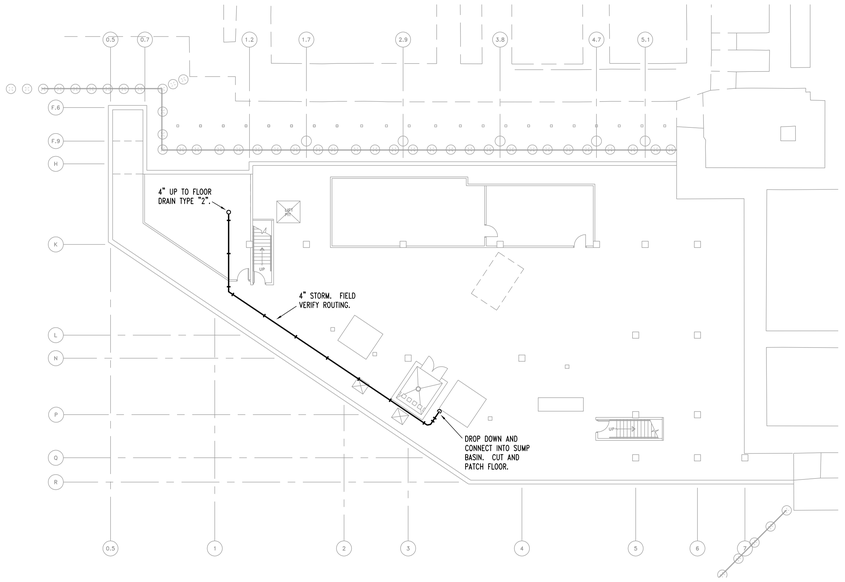
KSH MECHANICAL VAULT - HVAC PIPING

A-012651

MT303

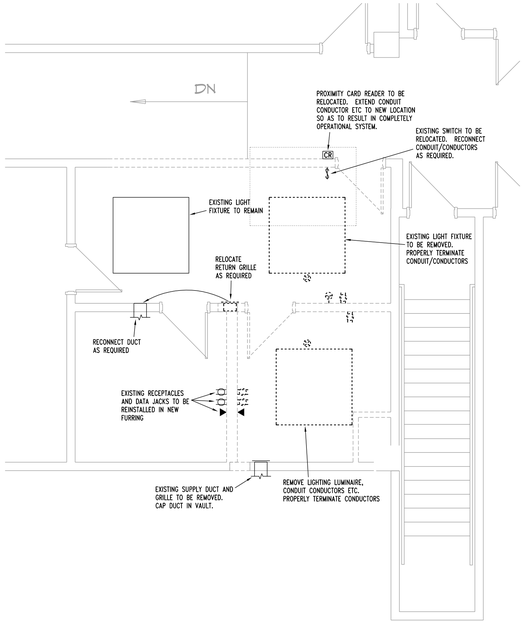
CONSTRUCTION DOCUMENTS

JCSBC
2-2-2016
Alt.9.--175



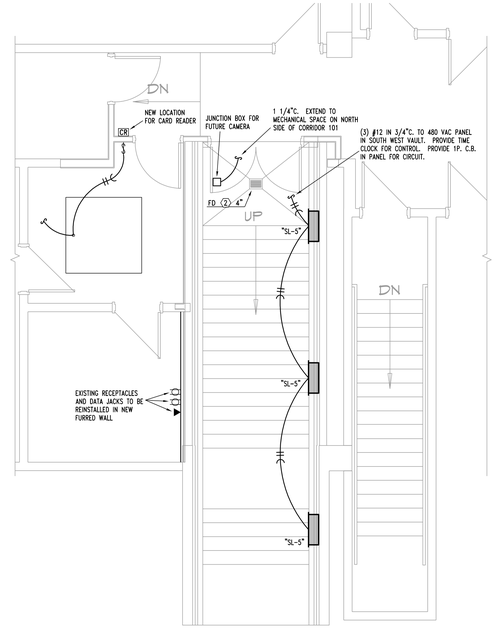
B4 SW Vault Floor Plan
1/16"=1'-0" Mechanical

N.



B2 Demolition Floor Plan - Capitol Stair
1/4"=1'-0" Mech/Elec Demolition

N.



A2 Floor plan - Capitol Stair
1/4"=1'-0" Mech/Elec

N.

HTK ARCHITECTS PA
900 S. KANSAS AVE. TOPEKA, KANSAS 66612 P. 785-266-3373
9200 W 110TH ST. STE 150 OVERLAND PARK, KANSAS 66210 P. 913-663-3373
WWW.HTKARCHITECTS.NET

LS&A Lattimer Sommers & Associates, P.A.
CONSULTING ENGINEERS
3639 SW Summerfield Drive, Suite A
Topeka, Kansas 66614-3974
Telephone: (785) 233-3232
FAX: (785) 233-0547
Email: lsapa@lsapa.com
LSA PROJECT NO. 1402032

WILLIAM R. BAUTH LICENSED 10530 PROFESSIONAL ENGINEER
4-15-15

DATE:
- 4-15-15

REVISED DATE:
- 12-18-14
- 2-9-15
- 3-10-15

HTK PROJECT NUMBER:
- 1410.03

Department of Administration
Office of Facilities and
Procurement Management
800 SW Jackson, Suite 700
Topeka, Kansas 66612-1216
Phone 785-296-8899
FAX 785-296-3456

STATE OF KANSAS
STATE OF KANSAS ENERGY & SERVICE CENTER
Seventh & Van Buren Street, Topeka, Kansas
BUILDING NUMBER 1730000038

DRAWN BY: CAD | CHECKED BY: WRB | REV: WRB
DATE: 4-15-15

NEW CAPITOL STAIR PLAN - MECHANICAL AND ELECTRICAL

A-012651

ME401

NEW SHEET

CONSTRUCTION DOCUMENTS

JCSBC
2-2-2016
Att.9.--176

-- ME401_New Capitol Stair Plan -- Mechanical and Electrical.dwg 1 05/07/15 GTC -- Mechanical and Electrical.dwg 1 05/07/15 GTC -- Mechanical and Electrical.dwg 1 05/07/15 GTC -- Mechanical and Electrical.dwg 1 05/07/15 GTC -- Mechanical and Electrical.dwg 4B 05/07/15 GTC

DA Form 141a
(Rev. 11/00)

THE STATE OF KANSAS
CONSTRUCTION CONTRACT
(For use when a single contract is awarded for the project as a whole, as authorized by K.S.A. 75-3741(b) as amended.)

1. This Contract is made this _____ day of _____, 201__ by and between _____ representing the State of Kansas and hereinafter referred to as the first party, and _____ hereinafter referred to as the second party.

2. For and in consideration of the payments and agreements hereinafter mentioned, which are to be made and performed by the first party, the second party hereby agrees and contracts with the first party to commence and complete the construction described as follows:
   (a) Project No.
   (b) Title/Description:
   (c) Location:
   hereinafter called the Project, for the sum of _____ Dollars ($ _____)
   and all extra work in connection therewith, under the terms as stated in the Contract Document; and at the second party's own cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Contract Documents, prepared by the Project Architect (hereinafter referred to as the Architect/Engineer) or any designee of the Secretary of Administration who is vested with the authority and responsibility of the Architect/Engineer for this project.
   The second party agrees to meet the following completion date: Full Completion: _____
   Liquidated damages in the amount of $_____ per day will be assessed if the project is not completed as called for in the Specifications.

3. For the purpose of this Contract, the term Contract Documents shall include the following:
   (a) Notice to Bidders
   (b) Instruction to Bidders
   (c) The Bid Form
   (d) Contractor's Performance Bond
   (e) Contractor's Public Works Bond to the State
   (f) General Conditions of the Contract
   (g) Supplemental General Conditions
   (h) The Specifications
   (i) Drawings, maps, plans, etc., prepared by the Architect/Engineer or the designee of the Secretary of Administration
   (j) Any duly issued addenda
   (k) Any duly executed Contract Change Orders

   It is hereby further agreed by the parties that the Contract Documents are intended to be complementary, so that any work included in one portion of the Contract Documents which is not included in another portion, should be executed by the second party as though the work was described in both portions.

4. The second party hereby agrees to use the services of the following subcontractors on this project:
   (a) Electrical subcontractor:
   (name)
   _____
   (address)
   _____
   (b) Mechanical subcontractor:
   (name)
   _____
   (address)
   _____
   (c) Additional subcontractors, if any, designated to perform any project alternates required by the Contract Documents which are listed in the Bid Proposal and which would change for (a) or (b) above:
   (name)
   _____
   (address)
   _____
   (name)
   _____
   (address)
   _____

The second party also agrees that no change or substitution may be made in the list of subcontractors without prior approval of the Secretary of Administration.

5. This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas.
6. The second party agrees:
   (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) And not to discriminate against any person who performs work hereunder, because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin or ancestry, or age;

   (b) to include in all solicitations or advertisements for employees, the phrase equal opportunity employer;
   (c) to comply with the reporting requirements set out in K.S.A. 44-1031 and K.S.A. 44-1116;
   (d) to include these provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor;
   (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation or such acts by the Kansas Human Rights Commission it shall constitute a breach of the contract and the contract may be canceled, terminated or suspended in whole or in part by the State of Kansas. Parties to this contract understand that subsections (b) through (e) of the paragraph are not applicable to a party who employs fewer than four employees or whose contract with this agency of the Kansas state government totals less than $5,000 during the fiscal year.
7. Acceptance of Contract. This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been rendered, and until funds for the contract have been encumbered.
8. Arbitration, Damages, Warranties. Notwithstanding any language to the contrary, no interpretation of this contract shall be allowed to find the state or any agency thereof has agreed to binding arbitration, the payment of damages or penalties upon the occurrence of a contingency, or to permit disclaimer of any or all warranties. Further, the State of Kansas shall not agree to pay attorney fees or late payment charges.
9. Termination Due to Lack of Funding Appropriation. If appropriated funds are withdrawn from the project through legislative action and sufficient funds are not available to continue the function performed in this agreement or pay for the charges hereunder, the first party may terminate this agreement. The first party agrees to give written notice of termination to the second party at least 30 days in advance of termination. First party will pay to the second party all regular contractual payments due for work incurred prior to termination. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the first party.
10. Disclaimer of Liability. Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor for any liability whatsoever.
11. Representative's Authority to Contract. By signing this document, the representative of the second party thereby represents that such person is duly authorized by the second party to execute this document on behalf of the second party and that the second party agrees to be bound by the provisions thereof.
12. Terms Herein Controlling Provisions. It is expressly agreed that the terms of each and every provision in this contract shall prevail and control over the terms of any other conflicting provision in any other document relating to this agreement.
13. The second party binds itself, its partners, heirs, executors, successors, assigns and legal representatives to all covenants of this agreement.
14. The second party shall not assign, sublet or transfer any interest in this agreement without the written consent of the Secretary of Administration.

In order to expedite the processing of this agreement, the parties mutually agree to the simultaneous execution of a copy of this document by all parties and persons mentioned below. After the execution of their copy of the agreement, the individuals shall submit them to the State of Kansas, Procurement and Contracts, for assembly and may make a copy for their files if they wish. Upon receipt of all executed copies, and the submittal of the required bonds and insurance certificates, the Procurement and Contracts shall date and assemble the copies and it shall constitute a binding agreement as of the date of assembly. The assembled copies shall be retained in the Procurement and Contracts, and a fully-executed set of contracts shall be delivered to the contractor and state agency. It is further agreed that if any individual wishes to change any part of the agreement, they shall notify the Procurement and Contracts, who shall prepare a new agreement and resubmit it to all parties and persons mentioned below for their signatures and processing as mentioned above.

Signed by the respective parties as follows:

STATE OF KANSAS, FIRST PARTY	SECOND PARTY
BY: _____ State Agency	BY: _____ Company Name
_____ Head of State Agency	_____ Authorized Signature
_____ Director of Purchases	_____ FEIN

APPROVED:

_____
Director of Facilities & Procurement Management

Exhibit 21.50-A

McCARTHY

REQUEST FOR INFORMATION

PROJECT: State of Kansas Energy & Service Center
SUBCONTRACTOR/VENDOR:_____

RFI NUMBER: 017
BID EVENT ID NUMBER: EVT0003634

TO: ☐ Architect: _____
☐ McCarthy _____

Subject : Technical Proposal requirements

Specification Section:_ Drawing Number:_____ Room Number:_____

EXPLANATION OF ISSUE:

Please verify what items on the attached sheet are required for the technical proposal.
Also let us know if other items are required that are not on this list.

SUGGESTED SOLUTION BY SUBMITTING CONTRACTOR:

PRIORITY: x EARLIEST CONVENIENCE ☐ A.S.A.P. ☐ RUSH (WORK IN PROGRESS) DUE DATE:_____

SUBMITTED BY: Paul Hanson DATE: 4/29/15

SEND REPLY TO: Paul Hanson DATE:_____

McCARTHY:_____ DATE: _____ DIST:
(Signature)

ARCHITECT'S/ENGINEER'S ROUTING:
TO: _____ DATE:_____
RETURN TO: _____

TO: _____ ☐ Faxed to (_ _ _) _ _ _ - _ _ _ _

RESPONSE: _____

☐ The above is considered a change. The following document will be used for processing: ____

☐ The above is consistent with the intent of an reasonably inferable from Contract Documents, or makes minor changes in the Work without change in Contract Sum or Contract Time. If you do not agree, submit written notice in accordance with the Contract Documents prior to proceeding.

ARCHITECT/ENGINEER:
BY: _____ DATE:_____ DIST: ☐ File

McCarthy Distribution: ☐ Owner ☐ File ☐ _____

rfi.doc-1/10/96

PROPOSAL

JOHNSON CONTROLS, INC.
1514 SW 41st St.
Topeka, KS 66609
Tel. 785/267-0801
Fax 785/267-0620
timothy.d.swope@jci.com

To: All Mechanical Bidders **Date: May 12, 2015**

Project: State of Kansas Energy & Service Center

Johnson Controls, Inc. proposes to provide the following equipment/labor for the above-mentioned project. **Scope is per the project plans and specifications section 239100 and Addendums 1 thru 5.** This proposal *includes* the following:

JCI will provide the following work in the Chiller Plant/Kansas Energy Center:
AHU-1 Controls. JCI will provide and install DDC controls on the VAV AHU-1 as shown on plan page ME303, Detail C1. JCI has included the 2 relief air dampers.
AHU-2 Controls. JCI will provide and install DDC controls on the Single Zone AHU-2 as shown on plan page ME303, Detail B1. JCI has included the outdoor and return air dampers.
Fan Coil Controls, typical of 18. JCI will provide and install DDC controls on the 4-pipe FCU's as shown on plan page ME303, Detail A1.
VAV Boxes, typical of 25. JCI will provide DDC controls for the VAV boxes with hot water reheat. All controls will be shipped to the box manufacturer for mounting and wiring. Transformers should be provided by the box manufacturer. Four of these boxes will have CO2 sensors per addendum.
Hot Water System. JCI will provide and install DDC controls for the hot water system in the Energy Center and in the NW Kansas Statehouse vault as shown on plan page ME303, Detail C3. Includes isolation valves in KEC for heat recovery from the chillers.
Steam System. JCI will provide steam main pressure and integration with the boiler control panel via BACnet as shown on ME303, Detail A3. Boilers should be coming with all of their own operation and staging controls and shall have a BACnet interface
MAU-B1, B2, B3, typical of 3. JCI will provide and install DDC controls for the boiler room make-up air units as shown on ME303, Detail A3. Includes outdoor air intake dampers and actuators.
MAU-C1. JCI will provide and install DDC controls for the chiller room make-up air unit. Includes outdoor air and return air dampers and actuators.
MAU-S1. JCI will provide and install DDC controls for the shop area make-up air unit. Includes outdoor air and return air dampers and actuators.
Boiler Room Pressurization Controls. JCI will provide and install DDC controls to maintain space static pressure in the boiler room as shown on ME303, Detail A3. Includes the modulating relief air dampers and actuators.
Chiller Room Pressurization Controls. JCI will provide and install DDC controls to maintain space static pressure in the chiller room. Includes the modulating relief air dampers and actuators.
Refrigerant Monitor System/Ventilation. JCI will provide and install Controls for the refrigerant monitor system as shown on plan page MP403, Detail C4. JCI has included the refrigerant monitor. Includes intake and exhaust dampers for RRVF-1.
Chilled Water System Controls. JCI will provide and install DDC controls for the chilled water system in the new Energy Center that will involve the 3 chillers, cooling towers, chilled water pumps and condenser water pumps. Includes the butterfly control valves with actuators for all new work shown on plan pages ME301, MP201, MP202, MP402 and MP403. Valves will be sized per the plans and will have integral electric actuators for modulating or 2-position action. Valves will have integral end switches for full-open and full-closed position feedback as required. Includes the following-

- Evaporator & Condenser Differential Pressure. JCI will provide (2) Rosemount differential pressure sensors for installation across the evaporator and condenser of each chiller as an input to the JCI system. Sensor will have integral bypass valve assembly.
- System Differential Pressure Sensor. JCI will provide Rosemount differential pressure sensor for installation in the piping as shown as an input to the JCI system. Sensor will have integral bypass valve assembly.
- Gage Pressure Sensors. JCI will provide single point gage pressure sensors for all locations shown on plan page MP333 and on the suction and discharge of each pump.
- Temperature Sensors. JCI will provide (11) well-mounted temperature sensors for all locations shown on plan page ME301.
- Pump Control. JCI will provide pump start/stop, status and VFD control as shown on ME301.
- Chiller Integration. JCI will connect the existing LON field bus to the new chiller D4 and import all points from the Trane chiller consistent with the other 3 chillers.

Kansas Statehouse Chilled Water Changes. JCI will provide and install DDC controls for the piping and pumping in the NW vault of the KSH. Includes control valves as shown on ME301 and MT303. Pressure sensors and pump controls will be provided as described above for the new pumps.
Global Controller. JCI will provide and install a new NAE55. The LON field bus will be extended to the chillers. The other RS-485 port will be utilized to connect to the new BACnet field controllers provided under this project and the boiler controls.
DDC Hardware. JCI will provide and install BACnet DDC hardware as required to accommodate the new control points. New panels will be provided and installed; we will need to coordinate new panel locations on wall space instead of the column as shown on the plans.
Software Modifications. JCI will provide software modifications to accommodate the changes under this proposal. All software will be updated at the server level also. Final software will be commissioned for a complete project.
Demolition. JCI will disconnect the existing controls in the DSOB prior to general demolition by others. Components that are not going to be re-used will be turned over to the owner. We assume the existing control valves will be turned over to the owner by the MC.
Electrical Installation. JCI will provide and install all electrical installation required for the above-described controls. Wiring will be installed in EMT conduit.
Training. JCI has included 24 hours of training as shown in the specs.
Sales Tax. Sales tax has been included for this project based upon information in the specs.

JCI's price for the above scope of work is: $ 376,800.00 including sales tax on materials

JCI specifically **excludes** the following:

1. Installation of valves, dampers, wells and pressure taps
2. VFD's or installation of same.
3. Chiller evaporator differential pressure sensor or controls for the heat recovery bypass valve.
4. Mounting and wiring costs for VAV controls at the factory.
5. VAV box transformers.
6. Thermometers and pressure gauges.
7. Boiler controls, condensate surge unit controls, boiler feedwater controls or control panels.
8. Steam and gas flow meters.
9. Any rigid or IMC conduit.
10. Any connection to the emergency generator or ATS.
11. All work in the other buildings on campus; LSOB, Memorial or KJC.
12. Fuel oil system wiring.
13. Security system wiring shown on ME pages.
14. Power to VAV boxes. Power wiring to the panel locations shown on the plans.
15. All fire alarm work.
16. Lighting motion detector or wiring of same; by electrical contractor.
17. General demolition.

This proposal is valid until
July 20, 2015

Purchaser-Company Name

Signature

Name:
Title:
Date:

Johnson Controls, Inc.

Signature
Name: Tim D. Swope, P.E.

#EVT0003634 - RFI

Please confirm the following items should be included in the technical proposal for Option A:

- Bidder Information
    - Date established
    - Ownership
    - Number of personnel, full and part time, assigned to this project by function and job title
    - Resources assigned to this project and the extent they are dedicated to other matters
    - Organizational chart
    - Financial statement and financial references
- Qualifications
    - List of projects of similar size and type the bidder has constructed
- Timeline
- Methodology
- References
- Technical Literature
- Procurement Card (P-Card)
- Proof of registration with the Kansas Director of Taxation by non-resident Bidders
- Proof of registration with the Kansas Secretary of State by foreign corporations
- Evidence the bidder maintains a permanent place of business
- Contractor's Compliance Report and Plan of Action in accordance with provisions of the Kansas Act Against Discrimination
- Proof of contractor prequalification
- Bid bond
- Insurance information

Please confirm the following items should be included in the technical proposal for Option B:

- Executive Summary
- Team/Company Qualifications
    - Organizational structure including any limited partnerships
    - All intended sub-contractor for this project including their title, phone number, email address and full mailing address
    - Experience and qualifications in the following areas:
        - Experience with completing project on State of Kansas facilities or similar facilities
        - Experience with projects with the State of Kansas
        - Project management skills and approach to quality, budget, schedule and risk mitigation
        - Skills and approach to commissioning, start up and training of State of Kansas staff related to a complex utility plant project

        - Qualifications and approach with financing large capital projects in the energy industry
        - Ability to secure the financing requirements
        - Bonding agent, current maximum bonding capacity and rate
        - Proof of licensure in the State of Kansas
        - Information regarding any current or prior litigation going back 10 years or less
        - Information on any lawsuits in regards to performance based contracts
- Project References including client name, contact person and phone number, installation date, project cost, source of project funding, project duration in months and team members who worked on the project
- Team members qualifications and experience
- Summary table
- Partnership value to State of Kansas/Terms and Conditions
- Insurance requirements

<u>In the list of additional information included in the technical proposal for Option A:</u>

Contractor registration

Bidder invitation

Tax Clearance

Bid Bond

Performance Bond

Public Works Bond

Bid Form Documents – C,F,G,H & I

Also any alternate proposal/ Equivalent Items

<u>For Option B:</u>

Contractor Registration

Public Works Bond

Performance Guaranty/ Bond

Alternate proposals/ Equivalent Items

#EVT0003634 - RFI

Please confirm the following items should be included in the technical proposal for Option A:

- Bidder Information
    - Date established
    - Ownership
    - Number of personnel, full and part time, assigned to this project by function and job title
    - Resources assigned to this project and the extent they are dedicated to other matters
    - Organizational chart
    - Financial statement and financial references
- Qualifications
    - List of projects of similar size and type the bidder has constructed
- Timeline
- Methodology
- References
- Technical Literature
- Procurement Card (P-Card)
- Proof of registration with the Kansas Director of Taxation by non-resident Bidders
- Proof of registration with the Kansas Secretary of State by foreign corporations
- Evidence the bidder maintains a permanent place of business
- Contractor's Compliance Report and Plan of Action in accordance with provisions of the Kansas Act Against Discrimination
- Proof of contractor prequalification
- Bid bond
- Insurance information

Please confirm the following items should be included in the technical proposal for Option B:

- Executive Summary
- Team/Company Qualifications
    - Organizational structure including any limited partnerships
    - All intended sub-contractor for this project including their title, phone number, email address and full mailing address
    - Experience and qualifications in the following areas:
        - Experience with completing project on State of Kansas facilities or similar facilities
        - Experience with projects with the State of Kansas
        - Project management skills and approach to quality, budget, schedule and risk mitigation
        - Skills and approach to commissioning, start up and training of State of Kansas staff related to a complex utility plant project

    - Qualifications and approach with financing large capital projects in the energy industry
    - Ability to secure the financing requirements
    - Bonding agent, current maximum bonding capacity and rate
    - Proof of licensure in the State of Kansas
    - Information regarding any current or prior litigation going back 10 years or less
    - Information on any lawsuits in regards to performance based contracts
- Project References including client name, contact person and phone number, installation date, project cost, source of project funding, project duration in months and team members who worked on the project
- Team members qualifications and experience
- Summary table
- Partnership value to State of Kansas/Terms and Conditions
- Insurance requirements

11019 STRANG LINE RD
LENEXA, KS 66215
(913) 894 0010
FAX: (913) 894 0020
www.simplexgrinnell.com

Job Design PROJECT REPORT

TO:
Estimating Department 355
1500 SW 41st Street
Simplexgrinnell
TOPEKA, KS 66609-1362

Project: SoK Energy and Service FA
Customer Reference: Fire Alarm and ARA System
SimplexGrinnell Reference: 332423896
Proposal #: P33146-000242
Date: 05/13/2015

Responsible Sales Rep: Clifford H, Price

Qty	Model #	Description	Unit List	Ext. List
		Fire Alarm		
		4100ES Controls		
1	4100-9111	4100ES PRECONFIG DOMESTIC 120V	$4,576.46	$4,576.46
2	4100-0011	FACTORY USE ONLY-AUDIO SHIPKIT	$0.00	$0.00
1	4100-0634	POWER DISTRIBUTION MODULE 120V	$252.96	$252.96
1	4100-1240	AUX AUDIO INPUT MODULE	$572.30	$572.30
1	4100-1242	MESSAGE EXPANSION, 32 MINUTES	$1,144.48	$1,144.48
1	4100-1252	AUDIO IF MODULE, SGL CHANNEL	$285.34	$285.34
13	4100-1279	2 BLANK DISPLAY MODULE	$13.91	$180.83
1	4100-1288	64/64 LED/SWITCH CONTROLLER	$472.00	$472.00
1	4100-1294	LED/SWITCH SLIDE-IN LABEL KIT	$33.93	$33.93
1	4100-1315	100W AMP W/6 B NACS 120VAC 70V	$2,350.98	$2,350.98
1	4100-2300	EXPANSION BAY (PHASE 10 ONLY)	$180.80	$180.80
1	4100-2320	AUDIO EXPANSION BAY	$17.05	$17.05
1	4100-3206	8 POINT 3 AMP AUX RELAY MODULE	$851.98	$851.98
1	4100-5120	TPS POWER, 3 CHANNELS, 120VAC	$1,459.24	$1,459.24
1	4100-6052	EVENT/POINT REPORTING DACT	$808.08	$808.08
2	4100-6056	NETWORK MEDIA CARD WIRED	$503.22	$1,006.44
1	4100-6072	SM FIBER MODEM LEFT PORT	$6,400.51	$6,400.51
1	4100-6073	SM FIBER MODEM RIGHT PORT	$6,400.51	$6,400.51
1	4100-6078	NETWORK IFC CARD, MODULAR	$2,452.54	$2,452.54
1	4100-9620	BASIC AUDIO W/MIKE-ANALOG	$2,778.00	$2,778.00
1	41002153	INDICATOR ONLY 3 BAY GLASS	$0.00	$0.00
1	41007905	FACTORY BUILT-MAIN CONFIGURED	$0.00	$0.00
		Fire Peripherals		
10	4099-9006	STATION-LED, DA PUSH ADDR	$207.00	$2,070.00
5	4098-9792	SENSOR BASE	$174.92	$874.60
4	4098-9714	PHOTO SENSOR	$136.03	$544.12
1	4098-9733	HEAT SENSOR	$70.67	$70.67
3	4098-9756	DUCT SENSOR HOUSING-4-WIRE	$717.28	$2,151.84
3	4098-9857	SAMPLING TUBE 73", PLASTIC	$44.77	$134.31
3	2098-9806	REMOTE TEST STATION	$117.79	$353.37
5	4090-9001	SUPERVISED IAM	$189.04	$945.20
5	4090-9807	COVER-ADDRESS MODULE SURFACE	$22.08	$110.40
5	4090-9810	BRACKET, IAM	$19.33	$96.65
5	4081-9004	EOL, 6.8K 1/2W	$3.19	$15.95
6	4090-9002	RELAY IAM	$327.60	$1,965.60
6	4090-9802	COVER-ADDRESS MODULE SURFACE	$22.08	$132.48
2	4009-9201	NAC EXTENDER 120VAC, IDNET	$1,160.97	$2,321.94
4	2081-9274	BATTERY 10AH	$108.55	$434.20
48	4906-9153	SPKR/STROBE MC WHITE	$195.75	$9,396.00
2	4906-9154	SPKR/STROBE MC WHITE CEILING	$195.75	$391.50

Job Design PROJECT REPORT

Qty	Model #	Description	Unit List	Ext. List
4	4906-9103	STROBE MC WHITE	$150.31	$601.24
4	4906-9104	STROBE MC WHITE CEILING	$170.80	$683.20
4	4902-9716	SPEAKER RED TRUEALERT	$66.85	$267.40
8	VT-157UCR	SPEAKER 4 IN. SURF/SF RED	$127.95	$1,023.60
8	SER	OUTDOOR ENCLOSURE RED	$34.95	$279.60
20	4081-9008	EOL, 10K 1/2W	$5.12	$102.40
2	2081-9276	BATTERY 33AH	$255.17	$510.34
1	2975-9446	3 BAY BB/GDOOR/DRESS PNL PLAT	$1,729.35	$1,729.35
1	4100-0650	BATTERY SHELF	$46.07	$46.07
1	ETHEDROP	ETHERNET-NETWORK COMPATIBLE	$0.00	$0.00
		Sundry Items - Fire Alarm		
1	FREIGHT		$1,156.63	$1,156.63

System List Price: $60,633.09
System Quoted Price: $32,916.00

Technical Services

		Technical Services		
40	DSGN LAB	DESIGN LABOR	$105.00	$4,200.00
24	CAD LAB	CAD LABOR	$65.00	$1,560.00
24	PM LAB	PROJECT/CONSTRUCTION MGMT	$115.00	$2,760.00
80	TECH LAB	TECHNICAL LABOR	$105.00	$8,400.00

System List Price: $16,920.00
System Quoted Price: $16,920.00

Installation Labor & Materials

		Installation Labor & Materials		
1	DPSUB	SUBCONTRACTING LABOR	$35,000.00	$35,000.00

System List Price: $35,000.00
System Quoted Price: $39,200.00

Product Family Fire Alarm totals
Family List Price: $112,553.09
Family Quoted Price: $89,036.00

Area of Rescue Assistance

		Area of Rescue Assistance		
1	A-4208	RESCUE ASSIST AUD ANNUN 8ZONE	$3,882.45	$3,882.45
1	BB-41	BACK BOX FOR A-4208	$120.12	$120.12
9	4201B/V	RESCUE ASST. VNDL PRF CAL STAT	$350.35	$3,153.15
2	B-5243A	PS 24VDC 3A W/BAT BU, INCL BAT	$1,058.20	$2,116.40
9	DPNC	SN-P AREA OF REFUGE SIGNAGE	$40.00	$360.00
1	A-4204	RESCUE ASSIST AUD ANNUN 4ZONE	$2,802.80	$2,802.80
1	BB-40	BACK BOX FOR A-4204	$88.66	$88.66

Job Design PROJECT REPORT

Qty	Model #	Description	Unit List	Ext. List
		Professional Services - Area of Rescue Assistance		
4	DSGN LAB	DESIGN LABOR	$0.00	$0.00
4	CAD LAB	CAD LABOR	$0.00	$0.00
		Technical Services - Area of Rescue Assistance		
16	TECH LAB	TECHNICAL SERVICE	$99.00	$1,584.00
		Sundry Items - Area of Rescue Assistance		
1	FREIGHT		$251.78	$251.78

	System List Price:	$14,359.36
	System Quoted Price:	$10,051.00
Product Family Nurse Call totals	Family List Price:	$14,359.36
	Family Quoted Price:	$10,051.00
	Total Special Price Code List Price:	**$126,912.45**
	Total Quoted Price:	**$99,087.00**

Comments

This quotation includes equipment and technical labor for the fire alarm and area of rescue assistance systems for the State of Kansas Energy and Service Center.

This quotation is based on contract documents dated April 15, 2015, sheets EY101, EY102 & EY201, and specification section 283111 Fire Alarm Systems. Addendums #1-5 have been reviewed and are acknowledged.

This quotation includes technical labor for point-to-point shop drawings and submittals.

Technical labor is included in this quotation for system programming, start-up, testing and commissioning. Technical labor is included in this quotation for the relocation of the Life Safety Network Graphic Annunciator.

Network graphics for the SoK Energy and Service Center are not specified and are ***not*** included in this quotation.

This system shall be an extension of the State of Kansas Capital Complex Life Safety System, and shall be connected to the network via single mode fiber cabling. Single mode fiber modems are included in this fire alarm control panel configuration for connection to the network.

Installation labor and materials are ***not*** included in this quotation.

Job Design PROJECT REPORT

Comments (continued)

Sales tax is ***not*** included in this quotation. If sales tax is required, please add 8.7% to the quoted amount.

All work as quoted shall be performed during normal business hours, Monday through Friday 7:00AM to 6:00PM. Normal overtime rates apply for all work completed after hours. Overtime labor is ***not*** included in this quotation.

Thank you for the opportunity to provide you with this quotation. If you should have any questions regarding this proposal or the information contained within, please do not hesitate to contact me. Thank you!

Sincerely,

Cliff Price
Electronic Systems Sales Representative
785 249-3837 p
clprice@simplexgrinnell.com