

**SECTION 00300**

**SPECIAL CONDITIONS**

**1. A.I.A. GENERAL CONDITIONS:**

A.I.A. Document A201 "General Conditions of the Contract for Construction", 1997 Edition, hereinafter referred to as the "A.I.A. General Conditions", is hereby made a part of this Specification, as if hereto attached or herein repeated. Contractor shall consult this document and become intimately familiar with its contents before submitting his proposal. Copies are available for purchase from the American Institute of Architects, 1735 New York Avenue, N.W., Washington D.C. and from local A.I.A. offices.

**2. WORK INCLUDED:**

These Specifications and the accompanying Drawings are intended to provide for all materials and labor necessary for the installation of the Stage Curtain at **Oxford Jr/Sr High School Auditorium, for Oxford Unified School District 358, Oxford, Kansas.**

2.1 The Stage Curtain Contractor shall be responsible for removing existing curtains and any apparatus that is to be replaced.

**3. INTERPRETATION OF DOCUMENTS:**

If any person contemplating submitting a bid for the proposed Contract is in doubt to the meaning of any part of the Plans, Specifications, or other proposed Contract Documents, he may submit to the Architect a written request for an interpretation thereof, prior to 48 hours of the hour of opening bids. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by Addendum duly issued and a copy of such Addendum will be mailed, faxed or delivered to each person receiving a set of such documents.

**4. VERIFICATION OF DOCUMENTS:**

Before submitting his proposal, each bidder shall check his set of Specifications and Drawings and advise the Architect if any sheets are missing.

4.1.1 Enumeration of Specifications appears in the Specifications Index.

4.1.2 Enumeration of Drawings appears on Sheet Number One (1) of the Plans.

**5. CONTRACT DOCUMENTS:**

The Contract Documents consist of: The Agreement, the conditions of the Contract (General Conditions, Revisions in General Conditions and Supplementary General Conditions), the Drawings, the Specifications, all Addenda issued prior to the execution of the Agreement, and Change Orders thereafter.

**6. PROPOSALS:**

Bidders are required to use the Proposal Form furnished by the Architect, which shall be made part of the Contract Documents. Bid Bonds are not required for separate contracts.

**7. EXAMINATION OF PREMISES:**

This Contractor shall carefully examine the premises before submitting his bid. No allowance will be made for lack of full knowledge of all conditions, except underground conditions as are indeterminable before the commencement of the work.

**8. CHANGES:**

8.1 It is understood that the Owner shall have the right during the progress of construction to make any alterations, additions, or omissions that he may desire to work, or material herein specified or shown on the Drawings. The same shall be carried into effect by this Contractor

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without in any way violating the Contract, but if such changes are made, the value of same must be agreed upon in writing between Owner, Architect, and Contractor.

- 8.2 No omissions will be allowed, or extra work paid for unless ordered in writing by the Architect.
9. **SPECIAL WORK NOT INCLUDED:**  
The Owner reserves the right to have special work, not included in the Contract, done during the course of the work herein included.
10. **PERMITS:**  
This Contractor shall obtain and pay for all permits, surveys, plan review fee's and inspector's fees required for this project without additional cost to the Owner. **(Sumner County and City of Oxford)**
11. **RESPONSIBILITY FOR ACCIDENTS:**  
This Contractor must bear all loss of damage from accident which may occur to any person or persons, by or on account of the execution of this work, until possession is taken by the Owner. The General Contractor must provide all legal and necessary guard railing, lights, warning signs, etc., during the progress of the work.
12. **INSURANCE:**  
13.1 This Contractor shall purchase and maintain coverages required by the General Conditions of the Contract, Paragraph 11.1 and these Specifications in the following minimum amounts, and provide the Owner, through the Architect, three copies of a Certificate of Insurance on A.I.A. form G705.
- | KIND OF INSURANCE                 | LIMITS OF LIABILITY          |
|-----------------------------------|------------------------------|
| 12.1.1 (1) Workmen's Compensation | Statutory Workmen's Comp.    |
| (2) Employer's Liability          |                              |
| Bodily injury by Accident         | \$100,000.00 each occurrence |
| Bodily Injury by Disease          | \$500,000.00 each employee   |
| Bodily Injury by Disease          | \$500,000.00 policy limit    |
13. **DIMENSIONS:**  
Figures given on the Drawings govern scale measurements and larger scale drawings govern smaller scale drawings.
14. **MATERIALS AND WORKMANSHIP:**  
All materials and workmanship are to be the best of their several kinds, unless specified to the contrary. This Contractor is to furnish all accessories needed, such as scaffolding, forms, protection and all other temporary work, required for the proper completion of their work.
15. **DEFECTIVE OR IMPROPER WORK:**  
Any work or materials not conforming to the specifications must be removed by this Contractor and replaced by approved materials or work without extra compensation. All condemned material must be removed from the premises immediately.
16. **PROTECTION:**  
All materials in or designed for the work shall be at all times suitably housed or protected, particular care being taken of all finished parts.
17. **DISRUPTION OF SERVICES:**

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Before digging or trenching commences, each Contractor shall verify with Public Service Companies all known plumbing, gas and underground electrical lines.

**19. CLOSING-IN WORK:**

19.1.1 The General Contractor shall notify the Owner, all Contractors and subcontractors under the Owner, when he is ready for them to install their portions of their work and see that they comply with any reasonable period of time. Neither enclose nor cover any piping, wiring, ducts, equipment or other items until proper tests, observations, and/or inspections have been made by the Architect and/or proper authorities.

19.1.2 Notify the Architect to observe any work when placing of subsequent work would prevent observation of previous work.

**20. FINISHING:**

20.1.1 Adjust windows, doors, drawers, hardware, appliances, motors, valves, controls and other equipment for proper operations.

20.1.2 Seal exterior joints between materials to form a waterproof enclosure.

20.1.3 Touch-up imperfections in surfaces, paint and other finishes after all Contractors and Tradesmen have completed their work.

20.1.4 Clean surfaces using appropriate materials and methods that will thoroughly clean but not damage materials and their finishes, nor damage or adversely affect other materials in the project.

**21. COMPLETED WORK:**

21.1.1 Completed work shall find materials structurally sound, free from scratches, abrasions, distortions, chips, breaks, blisters, holes, splits or other disfigurement considered as imperfections for the specific material. Equipment shall operate properly to design performance capacities and requirements.

21.1.2 Finished installations shall illustrate first class workmanship.

21.1.3 Completed surfaces shall be thoroughly clean and free from foreign materials and stains.

**22. PERMANENT SYSTEMS:**

Install, connect, service and operate permanent systems at earliest practical dates, except as may be modified by special conditions of these specifications.

**23. GUARANTEE:**

This Contractor shall be responsible for and shall make good any defects due to faults in labor and materials, which may arise or be discovered within one (1) year after the completion of the work and its acceptance by the Architect.

**24. WRITTEN WORDS IN PROPOSAL:**

In case of a difference between words and figures in a proposal, the amount stated in written words shall govern.

**25. TRASH AND DEBRIS:**

Each Contractor shall be responsible to remove all loose paper, cardboard, etc. from the site in a consistent manner to avoid blowing of trash and debris. The General Contractor shall be responsible for maintaining a central trash receptacle that can be used by all contractors.

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26. **SALES TAX EXEMPTION:**

- 26.1.1 Materials and equipment incorporated into this project are exempt from payment of Kansas Sales Tax and such Sales Tax shall be excluded from bidder's proposal.
- 26.1.2 The Owner will provide this Contractor with a proper exemption certificate number within ten (10) days of Contract date. Upon issuance of a proper exemption certificate number to this Contractor, this Contractor shall assume full responsibility for his own proper use of the certificate number and shall pay all costs of any legally assessed penalties relating to this Contractor's improper use of the exemption certificate number.
- 26.1.3 Should the Owner fail to provide a proper exemption certificate number, the amount of the Sales Tax for the project shall be allowed as an extra to the Contract amount.

27. **TAXES:**

This Contractor shall make all necessary forms for and shall pay for all taxes on labor and materials, such as Sales Tax, Social Security Tax, Withholding Tax, etc., without additional cost to the Owner, where such taxes are required by the State and Federal Laws.

28. **OMISSIONS:**

- 28.1 The Drawings and Specifications are intended to incorporate anything shown on the Drawings but not mentioned in the Specifications or vice versa, or anything not expressly set forth in either, but which is reasonable implied, shall be furnished as though specifically shown and mentioned in both, without any charge.
- 28.2 Should anything be omitted from the Drawings, necessary to the proper construction of the work herein described, it shall be the duty of this Contractor to so notify the Architect before signing the Contract and in the event of this Contractor failing to give such notice, he shall make good any damages of defects in his work caused thereby without extra charge.

29. **PROTECTION OF WORK AND PROPERTY:**

The General Contractor shall take charge of and assume general responsibility for proper protection of the building during construction. They shall further provide substantial enclosures at all openings as necessary for protection, including doors and locks. Each Contractor shall assume responsibility for his materials stored on the premises.

30. **EQUAL EMPLOYMENT OPPORTUNITY:**

Sections 1 through 5 of K.S.A. 44-1030 (as follows) shall be included in this Contract except those sub-contractors, vendors or suppliers whose cumulative dollar total in any fiscal year is \$5,000 or less, or who have fewer than four (4) employees:

- 35.1.1 This Contractor shall observe the provisions of the Kansas Act against discrimination and shall not discriminate against any person in the performance of work under the present Contract because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in the particular work, national origin or ancestry;
- 35.1.2 In all solicitations or advertisements for employees, this Contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the commission;
- 30.1.3 If this Contractor fails to comply with the manner in which this Contractor reports to the commission in accordance with the provisions of K.S.A. 1976 Supp. 44-1030, as amended, he

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shall be deemed to have breached the present Contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency;

30.1.4 If this Contractor is found guilty of a violation of the Kansas Act against discrimination under a decision or order of the commission which has become final, this Contractor shall be deemed to have breached the present Contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency;

30.1.5 This Contractor shall include the provisions of Paragraphs (1) through (4) inclusively of this Subsection (a) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

**31. EQUIPMENT VERIFICATION:**

31.1.1 This Contractor shall check physical sizes of all material and equipment furnished under this Contract and require other Contractors and Owner to verify sizes of their equipment, in time to allow ample room for transporting equipment to and installing in its final location before enclosing spaces for it. Notify Architect in writing of any openings, ceiling heights or enclosures that are insufficient to accommodate equipment; such notice in ample time for Architect to direct necessary adjustments before such openings, ceilings or enclosures are placed.

31.1.2 Before construction proceeds to point that would prevent necessary modifications, this Contractor shall check Drawings, Specifications, Shop Drawings and Change Orders and notify Architect, in writing, of any Mechanical/Electrical services and/or connections required but not indicated, or incorrectly indicated, for equipment furnished. Failing to do so, Contractor furnishing equipment provide required services and/or connections at his expense.

**32. REPAIRS:**

Unless the Architect grants permission to repair any defective work, remove defective work from project and replace with new work in accordance with Contract Documents, permission to repair such work shall not constitute a waiver of Architect's right to require complete replacement of defective work if repair operation does not restore quality and appearance of member or surface to Architect's satisfaction. If permission is granted, repair according to Architect's direction.

**33. LAWS AND ORDINANCES:**

38.1 This Contractor is required to familiarize himself with and observe all laws, ordinances and regulations relating to the work, and such laws, ordinances and regulations are hereby incorporated in and made a part of these specifications and the Contract for this work.

38.2 All work shall comply with the Americans with Disabilities Act.

**34. COMMENCE WORK:**

Work may commence with Owner's approval. Coordinate installation with the General Contractor.

**39. APPROVED EQUALS:**

Company's approved equals to the original specified suppliers are required to meet all requirements of the plans, specifications, and standards of performance and construction as established by the first named originally specified manufacturer's product.

**End of Section 00300**