

S P E C I F I C A T I O N S

Oxford - USD 358

Oxford Jr/Sr High School

TUCKPOINTING PROJECT

2020



HANNEY & ASSOCIATES ARCHITECTS

1726 S. HILLSIDE ▪ WICHITA, KANSAS 67211 ▪ (316) 683-8965 ▪ Fax (316) 684-1441 ▪ Email HArchitect@AOL.Com



INDEX TO SPECIFICATIONS

ARCHITECTURAL

Section 00100.....	Invitation to Bid & Instructions to Bidders.....	4	pages
Section 00150.....	General Construction Proposal... ..	2	pages
Section 00300.....	Special Conditions	6	pages
Section 01030.....	Alternates.....	1	page
Section 04100.....	Mortars.....	2	pages
Section 04531.....	Masonry Tuck Pointing	4	pages
Section 07000.....	Moisture Protection.....	3	pages

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Kansas Department of Revenue

Sales and Use Tax Entity Exemption Certificate

The Kansas Department of Revenue certifies this entity is exempt from paying Kansas sales and/or compensating use tax as stated below.

Kansas Exemption Number: KSKNX2T42G

Expiration Date: 10/01/2020

The tax-exempt entity understands and agrees that if the tangible personal property and/or service are used other than as stated, or for any purpose that is not exempt from the tax, the tax exempt entity is liable for the state and local sales or use tax. The unlawful or unauthorized use of this certificate is expressly prohibited, punishable by fine and/or imprisonment. The certificate is issued for the sole use of the exempt entity as named.

USD 358 Oxford
Box 937

Oxford, KS 67119937



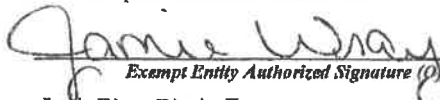
EXEMPT ENTITY INFORMATION:

Authorization and scope:

- K.S.A 79-3606(c) & (d) - Public or Private Elementary or Secondary Schools or Nonprofit Educational Institutions.
- Exemption applies to all direct purchase, rental or lease of tangible personal property and services, except purchases of goods for human habitation and indirect purchases by a contractor for a real property project with a PEC.

Limitations:

- Only direct purchases are exempt through the use of this certificate.
- This entity qualifies for exemption on indirect purchases by a contractor through the issuance of a Project Exemption Certificate (PEC). PECs should be obtained from the department prior to the start of the project. Apply on-line at KDOR's web site: www.karevenue.org
- This exemption does not apply to the purchase of any construction machinery, equipment or tools by a contractor used in the constructing, maintaining, repairing, enlarging, furnishing or remodeling facilities for the exempt entity.
- Subject to sales tax are purchases of capital goods used for human habitation (i.e. residential housing and dormitories) to include materials for construction, remodeling or repair and furnishings such as beds, curtains, desks and furniture. Labor services on dormitories are exempt as residential construction.



Exempt Entity Authorized Signature (Officer, Office Manager or Administrator)
Jamie Wray, District Treasurer

Printed Name

48-0724590

Federal ID Number

07/16/2019

Date

RETAILER INFORMATION:

- To qualify for exemption, the certificate must have an expiration date in the future and be signed by an authorized individual.
- Payment must be made by the entity on their checking account or on a credit/debit card issued to the entity. Acceptance of cash, personal checks, or personal credit/debit cards is not allowed for a tax exempt purchase.
- The entity must have a Kansas exemption certificate. Exemption certificates issued by other states are not valid in Kansas.
- Retailers are required to maintain a copy of the purchaser's certificate in their records for at least 3 years from the date of purchase. Retailers must maintain a current certificate on file.
- Selling tax exempt goods or services that are not exempt by statute may result in the assessment of tax.
- A completed certificate may be used as a blanket exemption for future purchases when of the same type and for the same exempt purpose.

Mid-Continental Restoration

Seller's name and address

Tuck Pointing Services

Description of goods and/or services purchased

For additional information on Kansas sales and use taxes see Publication KS-1510, *Kansas Sales Tax and Compensating Use Tax* and Publication KS-1520, *Kansas Exemption Certificates*, located at: www.karevenue.org Questions would be directed to Taxpayer Assistance at 785-368-8222.

SECTION 00100

INVITATION TO BID & INSTRUCTIONS TO BIDDERS

Tuckpointing – Oxford Jr/Sr High School

Unified School District #358

Oxford, Kansas

Drawings and Specifications: January 2020

1. SCOPE OF PROJECT:

The Specifications and the accompanying drawings are intended to provide for all materials and labor necessary for cleaning, tuckpoint, caulking expansion joints and material transitions and sealing the existing masonry on South, North, East and West exterior walls. The project is named **Tuckpointing Project at Oxford Jr/Sr High School, USD #358, Oxford, Kansas.**

- 1.1 The work on the South Elevation will be considered the Base Bid. The work on the North, East and West Elevations will be bid as Alternates 1, 2 and 3 respectively.

2. CONTRACT DOCUMENTS:

- 2.1 The General Contractor may obtain drawings and specifications **online** from the office of the Architects; www.haarchitects.com, via the information on current HA Bid Packages Link.

Architect contact is as follows: **HANNEY & ASSOCIATES ARCHITECTS**, 1726 South Hillside, Wichita, Kansas 67211. Project Architect is Martin Hanney. The phone number is (316) 683-8965.

- 2.2 Contract Documents are on file and may be viewed at the office of the Architect, and;
- A. Kansas Construction News, 230 Laura, Wichita, Kansas.
- B. Dodge Data and Analytics

3. PROPOSAL PROCEDURE:

- 3.1 Bid Date:
- A. Sealed proposal for this project will be received by the Owners, The Board of Education, Oxford Unified School District 358, Oxford, Kansas at the Central Office, 515 North Water, Oxford, Kansas 67119. On **Friday, January 31, 2020 up to and until 1:30 P.M.**
- B. At which time proposals received will be opened and read publicly. Any proposals received after closing time will be returned unopened.
- 3.2 Should a proposer find discrepancies in, or omissions from the drawings or documents, or should he be in doubt as to their meaning, he shall at once notify the Architect, who will send written instructions to all proposers. Neither Owner nor Architect will be responsible for any oral instructions.

OXFORD JR/SR HIGH SCHOOL

Tuckpointing

Unified School District #358

- 3.3 Proposals shall be made upon the PROPOSAL FORM or exact copy thereof bound into the specifications.
- Fill in all blanks on the PROPOSAL FORM clearly with ink. Erasures or other changes in a proposal must be explained or noted over the signature of the proposer. Signatures shall be in longhand by a principal duly authorized to sign contracts, and if proposal is by a corporation, the signature shall be accompanied by the corporate seal impression. Proposals shall contain neither alterations nor recapitulation of work to be done.
- 3.4 Should the Contractor fail to complete all of the work required by the Contract Documents on or before the date set for substantial for substantial completion, the Contractor shall pay as liquidated damages, the sum of \$200.00 per day for each consecutive calendar day the work extends past that date, Sundays and legal holidays excluded.
- 3.5 Each proposer is required to bid all alternates included in the Proposal Form except that should he desire not to bid an alternate he may insert the words “no bid” in the space provided for prices for such alternate. In such case, if it is determined to use such alternate, the fact that the cost of the type or method bid in the proposal may be lower than that chosen shall not constitute the basis of a claim by the proposer that the contract shall be awarded to him. If an alternate price called for involves no change in price, proposer shall so indicate by writing the words “no change” in the space provided.
- 3.6 No oral or telephonic proposals or modifications will be considered. No telephonic proposals will be considered, but modification by telephone of proposals already submitted will be considered if received prior to time set for proposal opening.
- 3.7 Before submitting his proposal, each proposer shall carefully examine all documents pertaining to the work, visit the site of work, and fully inform himself as to all existing conditions under which the work will be performed. Submission of a proposal will be considered presumptive evidence that the proposer is fully aware of the Contract Documents, pertinent state and markets, and has made allowances in his proposal for all work and all contingencies.
- 3.8 Any addenda issued during the time of preparation of proposals are to be acknowledged in the Proposal Form and in closing a contract, they will become a part thereof.
- 3.9 Enclose the proposal along with the required Proposal Security, in an opaque envelope:
Proposal For: (State category of the work)
High School Tuckpointing
Oxford Unified School District #358
Oxford, Kansas
Name of Bidder.

4. PROPOSAL SECURITY:

- 4.1 Proposal Security, consisting of a bid bond, certified check or cashier's check on a solvent bank, must be enclosed with each proposal for at least five percent (5%) of the Base Proposal.
- 4.2 Proposal Security shall be made payable, without condition to **Oxford Unified School District #358**, Oxford, Kansas as a guarantee that the bidder, if awarded the contract, will promptly execute the formal contract in accordance with the proposal and as required by the other Contract Documents, and that he will furnish good and sufficient bonds for the faithful performance in each category of work will be retained until the contract is awarded or other disposition is made thereof. Proposal Security of all bidders will be returned promptly after the canvass of proposals.

5. PROPOSAL WITHDRAWAL:

A Proposal may be withdrawn on written or telegraphic request received from proposer prior to time for proposal opening. No proposal may be altered or withdrawn for a period of at least sixty (60) days after opening of proposals.

6. SUBSTITUTIONS:

- 6.1 The materials, products and equipment described in the bidding documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.
- 6.2 No substitution will be considered unless written request for approval has been submitted by the bidder and has been received by the architect at least ten (10) days prior to the date for receipt of bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a completed description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changed in other materials, equipment or work which incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The Architect's decision of approval disapproval of a proposed substitute shall be final.
- 6.3 If the Architect approves any proposed substitute, such approval will be set forth in an addendum. Bidders shall not rely upon approvals made in any other manner.

7. AWARD OF CONTRACT:

Contract will be awarded as soon as possible to the responsible proposer submitting the lowest acceptable proposal (i.e. combination of Base Proposal and accepted alternates, with due consideration to unit prices), provided:

- 7.1 Evidence of the experience, qualifications and financial responsibility of the bidder and his subcontractors, and the time of completion are all-acceptable to the Owner.
- 7.2 Manufacturer's Guarantee, Service Warranty and financial responsibility of manufacturer.

OXFORD JR/SR HIGH SCHOOL

Tuckpointing

Unified School District #358

- 7.3 The total of acceptable proposals is within the financial budget for the project.
- 7.4 The Owner reserves the right to reject any or all proposals, to accept or reject alternate proposals and unit prices, and to waive all technicalities concerning the proposals received when it may be in his best interest to do so.

End of Section 00100

SECTION 00150
GENERAL PROPOSAL
FOR
TUCKPOINTING PROJECT
OXFORD JR/SR HIGH SCHOOL

Oxford Jr/Sr High School
Unified School District 358

Date: _____

On this project the Masonry Contractor will be considered the General Contractor.

The undersigned, in compliance with your invitation for bids for the **2020 Tuckpointing Project**, having examined the site of the work, and being familiar with all the conditions surrounding the work, hereby propose to furnish all labor, materials and supplies and do all work necessary for the project in accordance with the contract documents at the price stated below. These prices are to cover all expenses incurred in performing the required work under the Contract Documents, of which this Proposal is a part.

BASE PROPOSAL – TUCKPOINT SOUTH ELEVATION:

For all the work described in the specifications and shown on the plans for cleaning, tuckpoint, caulking expansion joints and material transitions and sealing the existing masonry on the existing South, exterior masonry wall of the Industrial Arts Building and Auditorium at Oxford Jr/Sr High School; I or (we) agree to perform all the work and furnish all materials complete for the sum of:

Dollars (\$)_____.

TIME OF COMPLETION:

The undersigned agrees, if awarded the Contract; to Complete all work by **FRIDAY, JULY 31, 2020.**

The undersigned further agrees that, from the compensation otherwise to be paid; the Owner may retain the sum of Two Hundred Dollars (\$200.00) for each consecutive calendar day thereafter, Sundays and Holidays excluded, that the Contract remains incomplete, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per diem by the failure of the undersigned to complete the work at the time stipulated. This amount is not to be construed as in any sense of penalty.

OXFORD JR/SR HIGH SCHOOL

Tuckpointing

Unified School District #358

ALTERNATE #1 – TUCKPOINT WEST ELEVATION AUDITORIUM AND LOBBY BUILDING:

This alternate considers the additional cost for cleaning, tuckpoint, caulking expansion joints and material transitions and sealing the existing masonry on the existing West Elevation Auditorium and Lobby Building at Oxford Jr/Sr High School.

Dollars(\$ _____).

ALTERNATE #2 – TUCKPOINT NORTH ELEVATION OF AUDITORIUM:

This alternate considers the additional cost to provide all materials and labor necessary for cleaning, tuckpoint, caulking expansion joints and material transitions and sealing the existing masonry on the existing North Elevation of the Auditorium exterior masonry wall at Oxford Jr/Sr High School.

Dollars(\$ _____).

ALTERNATE #3 – TUCKPOINT EAST ELEVATION OF AUDITORIUM:

This alternate considers the additional cost to provide all materials and labor necessary for cleaning, tuckpoint, caulking expansion joints and material transitions and sealing the existing masonry on the existing East Auditorium, exterior masonry wall at Oxford Jr/Sr High School.

Dollars(\$ _____).

ALTERNATE #4 – TUCKPOINT EAST ELEVATION OF INDUSTRIAL ARTS BUILDING:

This alternate considers the additional cost to provide all materials and labor necessary for cleaning, tuckpoint, caulking expansion joints and material transitions and sealing the existing masonry on the existing East Elevation of the Industrial Arts Building, exterior masonry wall at Oxford Jr/Sr High School.

Dollars(\$ _____).

DECLARATION:

The undersigned declares that he has carefully examined and understands all Bid Documents, including Invitation to Bid, instructions to Bidders, Drawings, Specifications, and Addenda, that he has visited the location of the work and familiarized himself with all conditions under which the work is to be performed, including all pertinent codes and the conditions of labor and material markets, that he has checked quantities and prices, that he has made allowance in his bid for all work and all contingencies, and understands that in signing this bid he waives all right to plead any misunderstanding regarding the same.

OXFORD JR/SR HIGH SCHOOL
Tuckpointing
Unified School District #358

The undersigned acknowledges receipt of the following Addenda to the Drawings and/or Specifications.

(Give number and date of each.)

Respectfully Submitted,

(legal name of bidder)

(Title)

(Address of bidder)

(Signed by authorized officer)

Seal (If bid is by a corporation)

End of Section 00150

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 tuckpointing at **Oxford High School for Oxford Unified School District 358, Oxford, Kansas.**

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. Each proposal must be accompanied by a certified check, cashiers check, or bid bond acceptable to the Owner, in the amount of five (5) percent of the base bid, payable to the Owner, without condition, as a guarantee that the bidder if awarded the contract will promptly execute such Contract in accordance with proposal and in the manner and form required by the Contract

Documents, and will furnish good and sufficient bond for the faithful performance of same. The bid security of the three lowest bidders will be retained until the Contract is awarded or other disposition is made thereof. The bid security of all bidders except the three lowest will be returned promptly after the canvass of bids.

7. EXAMINATION OF PREMISES:

OXFORD JR/SR HIGH SCHOOL

Tuckpointing

Unified School District #358

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 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:

12.1 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:

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:

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Tuckpointing

Unified School District #358

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.

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:

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Tuckpointing

Unified School District #358

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 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.

OXFORD JR/SR HIGH SCHOOL

Tuckpointing

Unified School District #358

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

SECTION 01030

ALTERNATES

1. GENERAL:

- 1.1 All work included under this heading shall be subject to the General Conditions of the entire operation. The Contractor for this portion of the work is required to refer especially thereto.

2. ALTERNATES:

- 2.1 **ALTERNATE NUMBER ONE:** West Elevation of Auditorium and Lobby Building
This alternate considers the additional cost to the Base Bid to provide all materials and labor necessary for cleaning, tuckpointing, caulking expansion joints and material transitions and sealing the existing masonry on the existing North Elevation of the Auditorium exterior masonry wall at Oxford Jr/Sr High School.
- 2.2 **ALTERNATE NUMBER TWO:** North Elevation of Auditorium
This alternate considers the additional cost to the Base Bid to provide all materials and labor necessary for cleaning, tuckpointing, caulking expansion joints and material transitions and sealing the existing masonry on the existing North Elevation of the Auditorium exterior masonry wall at Oxford Jr/Sr High School.
- 2.3 **ALTERNATE NUMBER THREE:** Tuckpoint East Elevation of Auditorium
This alternate considers the additional cost to the Base Bid to provide all materials and labor necessary for cleaning, tuckpointing, caulking expansion joints and material transitions and sealing the existing masonry on the existing East Auditorium, exterior masonry wall at Oxford Jr/Sr High School.
- 2.4 **ALTERNATE NUMBER FOUR:** Tuckpoint East Elevation of Industrial Arts Building
This alternate considers the additional cost to the Base Bid to provide all materials and labor necessary for cleaning, tuckpointing, caulking expansion joints and material transitions and sealing the existing masonry on the existing East Elevation of the Industrial Arts Building, exterior masonry wall at Oxford Jr/Sr High School.

SECTION 04100

MORTARS

1. GENERAL:

All work included under this heading shall be subject to the General Conditions of the entire operation. The Contractor for this portion of the work is required to refer especially thereto.

2. WORK INCLUDED:

This Contractor shall furnish all labor and materials to complete all masonry mortar work as required by the drawings and/or herein specified.

2.1 Match the color of the existing mortar. This contractor shall prepare a mock-up of the proposed grout, showing a finished look – color and finish.

2.2 Match the size and struck profile of the existing mortar.

3. USES OF MORTAR:

Type of Portland -Cement -lime mortar, shall be submitted by the Restoration Contractor for review and approval by the architect. Type "M" shall be used for masonry below grade and in contact with the Earth.

4. MATERIALS:

4.1 Cementitious Materials:

Shall conform to the appropriate ASTM Standard Specifications, amended to date for the materials as follows:

- A. Masonry cement shall be Lehigh Masonry Cement from their plant at Iola, Kansas, or Ash Grove Masonry Cement from their plant at Chanute, Kansas or Atlas Masonry Cement from their plant at Independence, Kansas.
- B. This masonry cement shall be an inter-ground mixture of Portland Cement Clinker and Limestone and shall meet the requirements of the ASTM Specifications C91-53, type 11. Expansion shall not be greater than 1% when tested in accordance with ASTM Specifications C0154-49, except that the test bars shall remain in molds for 48 hours prior to test.
- C. Type "N" masonry pointing mortar, color and tooled to match the adjacent joints in appearance.
- D. Quicklime: Standard Specifications for Quick Lime for Structural purposes. (ASTM C-5-26).
- E. Hydrated Lime: Tentative Specifications for Hydrated Lime for Masonry purposes (ASTM20).

4.2 Aggregates: Standard Specifications for Aggregate for Masonry Mortar (ASTM C-144).

4.3 Water: Water shall be clean and free of deleterious amounts of acids, alkalis or organic materials.

4.4 Admixtures: Admixtures not mentioned in these specifications shall not be used in mortar without the approval of the Architect.

- 4.5 Anti-Freeze Compounds:
No Anti-Freeze liquid, salts or other substances shall be used in the mortar to lower the freezing point.
- 4.6 Storage of Materials: Cementitious materials and aggregates shall be stored in such a manner as to prevent deterioration and intrusion of foreign matter. Any material having become unsuitable for good construction shall not be used.

5. MEASURING AND MIXING

- 5.1 Measurement of Materials: Method of measuring materials for the mortar shall be such that the specified proportions of the mortar materials can be controlled and accurately maintained during the entire progress of the work. Mortar mixer sized to accommodate full bags of Portland cement and lime. Mixing mortar shall be in complete accord with BIA technical notes 8B.
- 5.2 Mixing Mortar: Cementitious materials and aggregate shall be mixed with the maximum amount of water consistent with satisfactory workability for a minimum period of 3 minutes in a drum type batch mixer.
- 5.3 Mixing Grout: Grout shall consist of mortar meeting the applicable specification requirements to which sufficient additional water is added to cause the mixture to flow readily.
- 5.4 Minimum Aggregate Ratio: The damp loose volume of aggregate in mortar shall be not less than 2-1/4 time nor more than 3-1/2 time the total separate volumes of cementitious materials used.

End of Section 04100

SECTION 04531

MASONRY TUCK POINTING

PART 1 - GENERAL

1. DESCRIPTION

- 1.1 This section specifies requirements for tuck pointing (pointing) of existing brick masonry and stone (cast stone) elements on the building.
- 1.2 The purpose of this project is to remove the loose grout and replace with new; cut out and remove cracked or damaged mortar and replace with new; in order to maintain the integrity of the exterior masonry skin.
- 1.3 Match the color of the existing mortar. This contractor shall prepare a mock-up of the proposed grout, showing a finished look – color and finish.
- 1.4 Cleaning the wall prior to the start of the work. This process will help identify damaged or deteriorated areas.
- 1.5 During the construction phase, all precaution shall be taken to protect any other building surfaces, pedestrians, and automobiles.

2. RELATED WORK

- 2.1 Mortars: Refer to Section 04100
- 2.2 Cleaning
- 2.3 Caulking: Refer to Section 07000

3. APPLICABLE PUBLICATIONS

- 3.1 Publications listed below form a part of this specification to extent referenced. Publications are referenced in the text by basic designation only.
- 3.2 American Society for Testing and Materials (ASTM):
 - C67-07Brick and Structural Clay Tile, Sampling and Testing
 - C216-07 Facing Brick (Solid Masonry Units Made from Clay or Shale)
 - C270-07 Mortar for Unit Masonry

PART 2 - PRODUCTS

2.1 TUCK POINTING

MORTAR

As per appendix X3 of ASTM C270.

2.2 REPLACEMENT MASONRY UNITS

- a. Face Brick:
 - 1. ASTM C216, Grade SW, Type FBS. Brick shall be classified slightly efflorescent or better when tested in accordance with ASTM C67.
 - 2. Face brick (if required to be replaced) shall match facing brick of the existing building (color, size and texture) that is being tuck pointed.
- b. Cast Stone / Stone.
 - 1. Tuck pointing work shall include the joints in the accent stone and windowsills, ect.

PART 3 - EXECUTION

3.1 CUT OUT OF EXISTING MORTAR JOINTS

- a. Cut out existing mortar joints (both bed and head joints) and remove by means of a toothing chisel or a special pointer's grinder, to a uniform depth of to 19 mm (3/4-inch), or until sound mortar is reached. Take care to not damage edges of existing masonry units to remain.
- b. Remove dust and debris from the joints by brushing, blowing with air or rinsing with water. Do not rinse when temperature is below freezing.

3.2 JOB CONDITIONS

- a. Protection: Protect newly pointed joints from rain, until pointed joints are sufficiently hard enough to prevent damage.

3.3 All masonry surfaces shall be washed with pressurized water, approximately 1000 PSI, to remove all dust, dirt and residue from surface areas, leaving the surface in a reasonably clean, bright form.

3.4 A careful inspection of all mortar joints shall be completed and joints that are found to be void, open or defective shall be cut back to a depth 1/4-inch deeper than the width of the joints, or to sound backing. All cut mortar joints and face masonry shall be cleaned with air and/or water pressure to remove any loose or foreign residue.

3.5 Defective mortar joints that have been cut and cleaned shall then be pointed (filled and tightly packed) with a non-staining, non-shrinking, Type "N", masonry pointing mortar, colored and tooled to match the adjacent joints in appearance as closely as possible.

3.6 INSTALLATION OF TUCKPOINTING MORTAR

- a. Immediately prior to application of mortar, dampen joints to be tuck pointed. Prior to application of pointing mortar, allow masonry units to absorb surface water.
- b. Tightly pack mortar into joints in thin layers, approximately 6 mm (1/4-inch) thick maximum.
- c. Allow layer to become "thumbprint hard" before applying next layer.
- d. Pack final layer flush with surfaces of masonry units. When mortar becomes "thumbprint hard", tool joints.

3.7 TOOLING OF JOINTS

- a. Tool joints in patch work with a jointing tool to match the existing surrounding joints.

3.8 The perimeter of all door frames (masonry-to-frame joints) shall have all existing fill materials removed, the joint surface area shall be cleaned of all foreign residue and resealed with a polyurethane rubber sealant, tooled to a watertight condition. Color of new sealant shall match the adjacent door trim or adjacent mortar joints as closely as possible.

3.9 At the steel lintels above the windows, cut out the existing sealant to allow for water trapped at the lintels to escape.

3.10 The vertical head joints between the water tables stones shall be cut back to a depth of approximately 1/2-inch, cleaned of all dust, dirt and loose debris. All joints shall have bond breaker tape or foam backer rod installed to prevent three-sided adhesion. The joints shall then be resealed utilizing a polyurethane sealant, Masterseal NP1 or equal. New sealant shall be tooled to a neat, uniform appearance and shall match the original material in color as closely as possible.

3.11 Upon completion of the previously outlined work, all exterior masonry surfaces shall be given **one (1)** application of a transparent, penetrating siloxane water repellent solution. This material shall be applied in strict accordance with manufacturer's recommendations.

3.12 REPLACEMENT OF MASONRY UNITS (IF REQUIRED – ADDITIONAL COST)

- a. Cut out mortar joints surrounding masonry units that are to be removed and replaced.
 1. Units removed may be broken and removed, providing surrounding units to remain are not damaged.
 2. Once the units are removed, carefully chisel out the old mortar and remove dust and debris.
 3. If units are located in exterior wythe of a cavity or veneer wall, exercise care to prevent debris falling into cavity.
- b. Dampen surfaces of the surrounding units before new units are placed.
 1. Allow existing masonry to absorb surface moisture prior to starting installation of the new replacement units.
 2. Butter contact surfaces of existing masonry and new replacement masonry units with mortar.
 3. Center replacement masonry units in opening and press into position.

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Tuckpointing

Unified school district #358

4. Remove excess mortar with a trowel.
5. Point around replacement masonry units to ensure full head and bed joints.
6. When mortar becomes "thumbprint hard", tool joint

3.13 CLEANING

- a. Clean exposed masonry surfaces on completion.
- b. Remove mortar droppings and other foreign substances from wall surfaces.
- c. First wet surfaces with clean water, then wash down with a solution of soap-less detergent specially prepared for cleaning brick.
- d. Brush with stiff fiber brushes while washing, and immediately thereafter hose down with clean water.
- e. Free clean surfaces from traces of detergent, foreign streaks or stains. Protect materials during cleaning operations including adjoining construction.
- f. Use of muriatic acid for cleaning is prohibited.

SECTION 07000-MOISTURE PROTECTION

1. GENERAL:

All work included under this heading shall be subject to the General Conditions of the entire operation. The Contractor for this portion of the work is required, especially to refer thereto.

2. WORK INCLUDED:

This section of the specifications is intended to cover the furnishing of all labor and materials required in the connection with underfloor dampproofing, sealing and moisture protection for brick and sealant.

2.1 Brick Sealants.

2.2 Sealants.

3. WATERPROOFING & SEALING BRICK:

3.1 Waterproof all new exposed brick with one (1) full coat clear masonry repellent "Double 7" as manufactured by Hydrozo. Installation shall be strictly by manufacture's recommendations. Sealer must be delivered to the Jobsite in factory sealed, unopened containers.

3.2 Waterproof all new exposed precast with one (1) full coat clear masonry repellent Hydrozo Clear 40 VOC as manufactured by Hydrozo. Installation shall be strictly by manufacture's recommendations. Sealer must be delivered to the Jobsite in factory sealed, unopened containers.

3.2.1 New concrete and brick surfaces shall be cleaned to have all laitance, construction dust and cured materials removed prior to application.

3.2.2 Caulking and sealant shall be done prior or following to or following the application of the sealer. Sealant must be fully cured prior to application.

3.2.3 Perform a test panel (minimum 5' x 5') before general application to ensure desired results, coverage rates and to verify application technique. All 5-7 days for the product to fully react before evaluating.

3.2.4 Stir material well prior to and periodically during application. Use a barrel stirring attachment or a power drill or a recirculating pump for mixing. Rolling of the container is not sufficient.

3.2.5 Surface air and material temperatures should be 20° F to 95° F during application. Do not apply Hydrozo® Clear 40 VOC when temperatures are expected to fall below 20° F within 12 hours. It is recommended to avoid rain for 4 hours following the application. Hydrozo® Clear 40 VOC may be applied to slightly damp surfaces.

3.2.6 Apply from the bottom up for uniform distribution of the sealer. Apply to saturation, with a controlled rundown of 8" (20cm). In certain cases, a mist coat before general application will help break the surface tension and assure maximum penetration of saturation coat.

3.3 NO diluting of sealer.

3.3.1 Roofing materials or plastic products, shrubbery and plant life should be protected from overspray.

- 3.3.2 Caution should be taken with specialty coated glass. Small areas should be tested prior to application to ensure the product does not discolor the coating. Plastic windows will turn opaque when sprayed with this product.
 - 3.3.3 Variations in the texture and porosity of the substrate will affect the coverage, appearance and performance of the product.
 - 3.3.4 Do not apply during inclement weather or when inclement weather is anticipated within 12 hours.
 - 3.3.5 Proper application is the responsibility of the user. Field visits by ChemRex, Inc., personnel are for the purpose of making technical recommendations only and are not to supervise or provide quality control on the job site.
 - 3.4 A Representative from Hydrozo shall be present at the beginning of the application. This is to ensure the application is in the accordance with the manufacture's recommendations.
 - 3.4.1 Clean equipment with mineral spirits or xylene.
5. **SEALANTS:**
- 5.1 Materials:
 - A. Thiokol Primer:
Thiokol primer shall be as recommended by the manufacturer.
 - B. Thiokol Sealant:
Pecora "Synthacalk" of A.C. Horn "Thiokol Lp-32 Sealant", two part Polysulfide liquid polymer (Thiokol) base sealer meeting ASA Specifications for Polysulfide Base Building Sealing Compounds for the Building Trade, All6.1-1960; heavy type (hard curing) for vertical, overhead or abrasion subject joints and flow type (soft curing) for horizontal expansion joints; standard color.
 - C. Oil Base Sealant:
Pecora "Architectural Grade Sealant Compound", DAP, Inc. "Sealant Compound" or A.C. Horn Co.'s "Vulcatex"; natural color in consistencies for use with gun and knife under a paint finish.
 - 5.2 Work Included:
 - A. Thiokol Sealant:
 - 1. Joints of abutting stucco & masonry.
 - 2. Masonry wall control joints
 - 3. Window jambs, head and sill (not necessary with this project)
 - 4. Perimeter of metal door frames.
 - 5. Other joints indicated by drawings.
 - B. Interior Oil Base Sealant:
 - 1. Perimeter of exterior metal door frames.
 - C. Miscellaneous Sealant:
Seal all places indicated and elsewhere that materials fail to fit closely on exterior and interior, using oil base sealant or as noted on the plans.

5.3 Execution:

- A. Clean all joints and make dry.
- B. Prepare surfaces, mix and apply Thiokol type sealant in accordance with manufacturer's printed instructions.
- C. Apply primer by brush to all joint surfaces of stone, brick and other porous masonry and allow to dry.
- D. Wood surfaces shall have been primed by painting.
- E. Pack deep or wide joints with Dow Ethafoam SB Backer Rod as manufactured by W.R. Meadows, Inc. or the approved equal of the size recommended by the manufacturer for the joint to be filled prior to sealing.
- F. Run joints full of sealant compound, with surface ripple free and flush.
- G. Use a knife and knife grade material for fine joints.
- H. Immediately clean adjacent materials after soiling.

End of Section 07000