



# SHAWNEE COUNTY

## REQUEST FOR PROPOSALS

### (RFP)

Quotation Number: 038-23

Date Issued: 08-07-2023

Closing Date: 08-31-2023, 2:00pm

Vendor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

---

### THIS IS NOT AN ORDER

---

1. In communications, always refer to the above quotation number.
2. All prices and conditions must be shown. Additions or conditions not shown on this bid will not be allowed.
3. Shawnee County reserve the right to accept or reject any part of, or all of, any bid or proposal.
4. All prices quoted are to be less Federal Excise Tax and Kansas Sales Tax.
5. Price quoted shall remain firm for ninety (90) days after bid closing date.

#### **\*SHAWNEE COUNTY HAS AN ELECTRONIC BID SYSTEM\***

All vendors are required to create an online portal account ([www.snco.us/purchasing](http://www.snco.us/purchasing)) in order to receive or submit bid requests.

---

### **ITEM AND DESCRIPTION**

Shawnee County is soliciting bids for the remodeling of the Emergency Operations Center restrooms. per the following minimum specifications.

**The awarded bid will be funded by the American Rescue Plan Act – Coronavirus State and Local Fiscal Recovery Funds. The vendor must maintain an active status on SAM.gov. Please initial the Federal Addendum, where indicated below.**

### **MANDATORY PRE-BID MEETING**

Registration required for Pre-Bid Meeting, see instructions in Special Considerations.

#### **Registration due:**

Tuesday, August 22, 2023 by 2:00 pm

#### **Mandatory Pre-Bid Meeting:**

Thursday, August 24, 2023 at 2:00 pm

Emergency Operation Center

Sub-Basement of Shawnee County Courthouse

200 SE 7<sup>th</sup> Street, Topeka, KS 66603

## OVERVIEW

In the early 1960's the Capital City of Kansas saw construction of the Shawnee County Courthouse located at 200 SE 7th Street Topeka KS 66603

As a part of the construction, the Shawnee County Emergency Operations Center was built in the Sub-Basement as a Fallout Shelter to be used throughout the Cold War

Since the end of the Cold War, there have been specific modifications to the Sub-Basement

### **Purposes:**

As the Sub-Basement now hosts numerous classes, training, meetings, and gatherings on a regular basis, there is now a desire to make further modifications

These modifications include demolition and renovation of the bathrooms, in accordance with the attached plans.

### **Special Considerations:**

It is MANDATORY that potential bidders attend a Pre-Bid conference.

Any bidders not attending the Pre-Bid conference shall have their bids removed from consideration without being opened.

The following items will be discussed at the Pre-Bid conference:

- There are issues related to working in a location that had reinforced and hardened aspects
- There are access issues as the location is considered to be a secured facility
- All individuals associated with the construction shall be required to have a background check performed
- There are access issues as it relates to access to the building itself.
- The in person **Mandatory Pre-Bid** meeting will take place on **Thursday, August 24 at 1400 CDT** in the Emergency Operations Center
- Potential vendors must **register their names to the Emergency Operations Center by Tuesday, August 22, 2023 at 1400 CDT (scott.garcia@snco.us)**
- Parking validations for the parking garages will be provided by the Emergency Operations Center

### **Other considerations:**

- Work will coincide with the current Courthouse renovation project.
- This project must be completed by a City of Topeka Licensed Contractor.
- This project must conform to all applicable City Codes and permits.
- This project is sales tax exempt.

### **Timeframe:**

It is the desire of Shawnee County for the construction to not start until all materials have been secured with a 120-day completion period.

## **SCOPE OF WORK**

Please reference information provided by Falk Architects, Inc, for full specifications.  
ARCHITECT:

FALK ARCHITECTS, INC.  
BRYAN FALK, LICENSED ARCHITECT, NCARB, LEED AP  
BRYAN@FALK-ARCHITECTS.COM  
785-691-9958  
827 NW KANSAS AVE TOPEKA, KS 66612  
www.falk-architects.com

### **Project Description:**

Remodel of existing bathrooms in sub-basement of the Shawnee County Courthouse.

### **General Information:**

- AIA Document "A201, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION" Shall be incorporated into the contract by reference.
- All work shall be installed per the currently adopted codes, ordinances, laws, and statutes of the authority have jurisdiction.
- All products shall be installed per manufacturer's recommendations.
- Contractor shall notify owner & architect of discrepancies between drawings and field conditions immediately upon discovery.

### **Specifications:**

#### **Section 01 3000 – Product submittals**

- Submit product data for each product used. If product cutsheets contain multiple products highlight product and options for being use prior to submitting to general contractor and architect. Allow 3 weeks for initial review and 2 weeks for resubmittal.
- All products to be installed per manufactures recommendations & instructions. If manufacturer's recommendations differ from architect's specifications install per manufacturer only after discuss with owner & architect.
- All products as specified unless approved by architect.
- Submit color/texture samples to the architect for approval for all products.

#### **Section 01 5000 – Facilities & Temporary Controls:**

- Provide safety precautions around construction and staging areas. Provide barricades, warning signs, & environmental protection to comply with building code requirements, health & safety regulations, police & fire department considerations & environmental protection regulations.
- Comply with NFPA 241 "Standard for Safeguarding Construction Alterations and Demolition Operation & All Other Codes & Safety Requirements."

#### **Section 01 7000 – Execution & Closeout**

- Make vertical elements plumb and horizontal elements level unless otherwise indicated.
- Execute final cleaning before substantial completion walk thru.
- Notify architect when work is ready for substantial and final completion.
- Provide 1-year warranty. 1-year period begins at "Substantial Completion" or when, in the option of the architect, the owner can use the area for its intended purpose.

- 10 months after final completion coordinate walk through of buildings to review any defects. Repair defects prior to 1-year warranty ending.

### **Doors, Frames, and Hardware**

- Solid Core – Paint Grade, ADA Compliant 3'x7' minimum
  - Hardware: 3 hinge, door closer, door stop, ADA push and pull, kick plate
- Hardware: commercial style Schlage or as approved by architect, brushed nickel or similar – all hardware shall be ADA accessible.

### **Drywall**

- All GYP/Drywall shall be 5/8" Gypsum wallboard
- Contractor shall provide smooth drywall surface so that defects are not visible from more than 4'-0" for all new GYP/Drywall Surfaces.
- Install per manufacturer's recommendations & gypsum associations guidelines.

### **Paint:**

- Provide Sherwin Williams Satin Epoxy paint or as approved by architect, minimum two finish coats or as specified below.
- Paint all unmarked walls – Paint type 1 paint accent wall 1 – Paint type 2
- Architect to select colors. Reference finish plan for location of accent walls.
- Install per manufacturer's recommendations. Prep drywall surface to be smooth and free of blemishes. Prep metal surfaces to be smooth and free of blemishes.
- Provide primer on exposed metal surfaces and 2 coats of paint.

### **Epoxy Floor/Base:**

- Provide Dur-A-Flex Dur-A-Chip Epoxy Flooring and 4" Cove base or as approved by architect.
- Where indicated in finish plan. Provide slip resistance rating per architect and owner's selection. Architect to select color from manufacturer's standards and options.
- INSTALLER CERTIFICATION REQUIRED AND MUST BE APPROVED BY ARCHITECT/OWNER.
- Preparation:
  - Prepare all joins
  - Cut out and apply flex material
  - Install underlayment to level floor for epoxy
- Flooring & Cove Base:
  - 1/4" Thick Coating
  - Membrane if needed per manufacturer's instructions
  - Primers
  - Body Coats
  - Urethane Finish Coat
- Installer/Manufacturer must test floor for moisture per manufacturer's recommendations and supply a floor that meet manufacturer's requirements for moisture.
- Install all products per manufacturer's installation instruction and recommendations. All manufacturer's recommendations are incorporated by reference.
- Provide Penntrowel Epoxy underlayment or approved equal over existing flooring if required by manufacturer. Level any imperfections in existing floor. Level any imperfections in existing floor.
- Install per manufacturer's recommendations. Let underlayment fully cure before installing epoxy flooring.

### Bathroom Accessories:

- Provide American Standard, AFWALL® MILLENNIUM® 1.1 – 1.6 GPF (4.2 – 6.0 LPF) BACK SPUD ELONGATED WALL-HUNG EVERCLEAN® bowl at all new toilets.
- Provide American Standard, Washbrook Urinals at all new urinals. Provide Omni-Deck rectangular basin for bathroom counter.
- Provide BOBRICK, 1081 Series floor anchored toilet partitions (or as approved equal),
- Architect to select from standard colors, standard stainless steel hardware. Provide shop drawing for architect review and approval.
- Provide ADA compliant shower in men's restroom, as approved by architect.
- Toilet Paper Dispenser                                      Owner Provided
- Paper Towel Dispenser                                        Owner Provided
- Soap Dispenser    Owner Provided
- Sanitary Napkin Dispenser                                   Owner Provided
- Sanitary Napkin Disposal Unit                             Bobrick B-270
- Mirror     Bobrick B-2908 (24x36)
- Grab Bars    Bobrick B5806
- Clothes Hook with Bumper                                 Bobrick B-212
- Shower Curtain     Bobrick B-204
- Shower Curtain Rod    Bobrick B-207
- Provide Sanitary Napkin Disposal at Women's Toilets only
- Provide (1) Paper Towel Disposal & (2) Soap Dispensers per bathroom purchased by owner, installed by contractor.
- Install all toilet accessories per manufacturer's recommendations and ADA requirements –ref sheet G002 ADA for Standard mounting heights on all products.
- Basis of Design Hardware Set
  - 1 1/2 PR Butts Stanley FBB179 US26D
  - 1EA Closer LCN 4040XP-Cush Painted (Silver)
  - 1EA Push Plate Rockwood 73RCC US32DMS
  - 1EA Pull Rockwood AP1007 US32DMS
  - 1EA Wall Stop Ives WS406 US32D
  - 1EA Kick Plate Don-Jo90-10x34 US32D

## DEMO:

- Contractor shall remove and dispose of all existing fixtures as shown on drawings.
- If during the course of the work of this contract the contractor discovers what they believe to be a hazardous material, they should stop working immediately and notify the owner and architect. Work in suspect area shall not resume until the situation is resolved.
- Contractor shall leave existing floor flange, replace if necessary.
- Contractor shall remove tile flooring, unless determined to contain asbestos, in which a licensed asbestos abatement contractor shall be contracted by the owner for removal.
- Contractor shall patch wall and floor surfaces to match adjacent surfaces where fixtures, plumbing, etc are to be removed and not completely covered by new construction.

### Plumbing General Note:

- Contractor to verify and connect new plumbing fixtures to existing service per drawings.

## **PLEASE INCLUDE ATTACHEMENT 1**

### **BID RESPONSE**

**Closing Date:** Bids will be received until 2:00 p.m. CDT on the scheduled closing date. The online bid portal will not accept any new bids after this time.

**Signature of Bids:** Each bid must show in the space provided the complete business or mailing address of the bidder and must be signed by him/her with his/her usual signature.

**Withdrawal of Bids:** Bids already submitted may be withdrawn on the Electronic Bid System or upon proper identification of bidder and provided request is received prior to time of closing. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal after the time set for closing of bids.

**Register Your Company:** For a *mandatory* pre bid meeting, you *must* be registered in our bid portal for us to record you as an attendee. If you are not marked as attended, the system will not allow you to download a bid. It will also stop you from downloading your bid if you are not registered. Also, you will need to subscribe to the bid types you can provide. This will automatically send you bid requests in the future.

**Please Submit Your Bids Early:** In case you have problems getting your bid to upload and need assistance, we suggest you submit before 1:30 pm. Please contact us at once if you have issues uploading. Our system will not allow any bids to be uploaded after 2:00 pm. If your pricing changes, you can replace your bid in the system any time before the 2:00 closing.

**Bid Openings:** All bids submitted before the specified bid closing time shall be opened and properly recorded on the bid tabulation sheet. Subsequent to the bid opening, all bids shall be thoroughly evaluated and a determination made as to their compliance with applicable specifications. The appropriate County department head shall make this determination. Upon completion of the above determination, an analysis of all bids submitted shall be prepared and formally presented to the Board of County Commissioners for acceptance and approval of the lowest and/or best bid. The Board of County Commissioners reserves the right to accept or reject any and/or all bids and to waive any irregularities or informalities therein.

**Notice to Successful Bidders:** The successful bidder will be notified by email or telephone as soon as possible after bids have been opened, tabulated, and analyzed.

**Notice to Unsuccessful Bidders:** Unsuccessful bidders will not be notified.

### **TERMS AND CONDITIONS**

In the event that goods or services delivered by the vendor are unsatisfactory and remain unsatisfactory after a notice and an opportunity to correct the deficiencies, the County reserves the right to purchase substitute goods or services from the other bidders.

Shawnee County reserves the right to negotiate separately with any vendor after the opening of this RFQ when such action is considered in its best interest. Subsequent negotiations may be conducted, but such negotiations will not constitute acceptance, rejection or a counteroffer on the part of the County.

Shawnee County interprets the term “lowest responsible and best bidder” as requiring Shawnee County to:

- A. Choose between the kinds of materials, goods, wares, or services subject to the proposal, and
- B. Determine which proposal is most suitable for its intended use or purpose. Shawnee County can consider among other factors such things as labor cost, service and parts availability and maintenance costs of items upon which proposals are received. Shawnee County can determine any differences or variations in the quality or character of the material, goods, wares or services performed or provided by the respective vendors.

Shawnee County will award the bid. If the successful vendor refuses or fails to make deliveries of the materials/services within the times specified in the RFQ, purchase order or contractual agreement, Shawnee County may by written notice, terminate the contract OR purchase order. The successful vendor will certify and warrant that goods, personal property, chattels, and equipment sold and delivered are free and clear of any and all liens, or claims of liens, for materials or services arising under, and by virtue of the provisions of K.S.A. 58-201, et seq., and any other lien, right, or claim of any nature or kind whatsoever.

The vendor hereby certifies that he or she has carefully examined all of the documents for the project, has carefully and thoroughly reviewed this RFQ, understands the nature and scope of the work to be done; and that this proposal is based upon the terms, specifications, requirements and conditions of the RFQ, and documents. The vendor further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope for the project as aforesaid.

Shawnee County will use discretion with regards to disclosure of proprietary information contained in any response, but cannot guarantee the information will not be made public. As a governmental entity, Shawnee County is subject to making records available for disclosure pursuant to the Kansas Open Records Act. Any confidential or proprietary information should be clearly marked.

Shawnee County reserves the right to enter into agreements subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A.79-2935). Agreements shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of agreements the County reserves the right to unilaterally sever, modify, or terminate agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such law.

The vendor certifies that this proposal is submitted without collusion fraud, or misrepresentation as to other vendors, so that all proposals for the project will result from free, open, and competitive proposing among all vendors.

This RFQ, responses thereto and any contract documents will be governed by the law of the State of Kansas. Any dispute arising out of the same will be litigated only within the courts of the State of Kansas.

Vendor agrees that all data, documents, and information, regardless of form that is generated as a result of this RFQ are the property of Shawnee County. The County shall not be liable to reimburse any vendor for the costs of creating, compiling or delivering the same to the County.

By submission of a response, the proposer agrees that at the time of submittal, it: 1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of proposer's services, or 2) benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" will include holding or retaining membership, or employment, on a board, elected office, department, division, or bureau, or committee sanctioned by and/or governed by the Board of Shawnee

County Commissioners of the County of Shawnee, Kansas. Proposers will identify any interests, and the individuals involved, on separate paper with the response and will understand that the County may reject their proposal at its sole discretion.

No gifts or gratuities of any kind shall be offered to any County employee at any time.

The Proposer certifies that this proposal is submitted without collusion, fraud, or misrepresentation as to other Proposers, so that all proposals for the project will result from free, open, and competitive proposing.

The County is exempt from the payment of Federal and excise taxes and from Kansas sales tax.

Vendor credit agreements are prohibited. Unless otherwise stated in this document, payment will be made from vendor-submitted invoice(s) via ACH transfer, check, or credit card, net 30 days. Shawnee County will not complete any credit application or agree to credit terms supplied by vendor.

**Nondiscrimination:** Shawnee County is committed to the concept of equal employment opportunity. All bidders and contractors are expected to comply with the provisions of K.S.A. 44-1030 and 44-1031, copies of which are attached and shall be a part of this contract and other applicable Federal and Kansas laws governing equal employment opportunity.

In accordance with K.S.A 44-1030, vendor hereby agrees to the following:

- A. He or she will observe the provision of the Kansas Commission on Human Rights and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, national origin, ancestry, or physical disability.
- B. In all solicitations or advertisements for employees, he or she will include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the Kansas Commission on Human Rights.
- C. If he or she fails to comply with the manner in which he or she will be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Shawnee County, Kansas.
- D. If he or she is found guilty of a violation of the Kansas Act Against Human Rights under a decision, or order of the Kansas Commission on Human Rights which has become final, he or she will be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Shawnee County, Kansas; and,
- E. He or she will include the provisions of subsections (a) through (d) inclusively of this paragraph in every subcontract or purchase order so that such provision will be binding upon such subcontractor of vendor.

**Provisions of K.S.A. 44-1030 Statute:**

Mandatory provisions applicable to contracts of the state and other political subdivisions; cancellation, when; application to subcontract; non-application to certain contract. (a) Except as provided by subsection (c) of this session, every contract for or on behalf of the state or any county or municipality or other political subdivision of the state or any agency of or authority created by any of the foregoing, for the construction,



alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

1. The 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.
2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the commission.
3. If the contractor fails to comply with the manner in which the contractor reports to the commission in accordance with the provisions of K.S.A. 44-1032, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, whole or in part, by the contracting agency.
4. If the 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, the 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.
5. The contractor shall include the provisions of paragraphs one (1) through four (4) inclusively of this subsection (a) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor. (b) The Kansas commission on civil rights shall not be prevented hereby from requiring reports of contractors found to be not in compliance with the Kansas act against discrimination. (c) The provisions of this section shall not apply to a contract entered into by a contractor: (1) Who employs fewer than four (4) employees during the term of such contract; or (2) Whose contracts with the governmental entity letting such contract cumulatively total five thousand dollars (\$5,000) or less during the fiscal year of such governmental entity.

**Provisions of K.S.A. 44-1031 Statute:**

Same; personnel to be used in performing contracts; reports; non-application to certain contractors. Every person, as defined in subsection (a) of K.S.A. 44-1002, who wishes to enter into a contract which is covered by the provisions of K.S.A. 44-1030 shall upon request of the commission, inform the commission in writing of the manner in which such person shall recruit and screen personnel to be used in performing the contract. The report shall be made on forms to be supplied by the commission. The provisions of K.S.A. 44-1030 and of this section shall not apply to any contractor who has already complied with the provisions of such sections by reason of holding a contract with the federal government or a contract involving federal funds.

History: L.1972, ch.184, & 15; L. 1975, ch. 264, & 8; L. 1977, ch. 183, & 2; July 1.

**All questions regarding this bid should be posted on the online Electronic Bid System.**

**For problems with the online Electronic Bid System, please contact:**

Shawnee County Audit Finance Department

e-mail: [Auditfinance@snco.us](mailto:Auditfinance@snco.us) phone: (785) 251 – 4039

**The undersigned agrees with all terms and conditions stated above:**

Signature	_____
Printed Name	_____
Title	_____
Email Address	_____
Phone Number	_____

## **FEDERAL REQUIREMENTS ADDENDUM**

This Contract may be supported by Federal funding. The Federal Government is not a party to any sub-agreement nor to any solicitations or request for proposals. This Contract is subject to regulations contained in 49 Code of Federal Regulations (CFR) Part 18 and the applicable grant agreement between the County and the Federal Government. The following provisions include, in part, certain standard terms and conditions required by the Federal Government, whether expressly set forth in the following Contract provisions. Anything to the contrary herein notwithstanding, all federally mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any County requests that would cause the County to be in violation of the Federal terms and conditions.

### **1.1 Changes in Federal laws, Regulations, Policies and Administrative Practices**

New federal laws, regulations, policies and administrative practices may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing federal requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require Subcontractors comply with revised requirements as well.

### **1.2 Federal Changes**

The Contractor agrees to comply with all applicable regulations, policies, procedures and directives, including without limitation, those listed directly or by reference, as they may be amended or promulgated from time to time during the term of this Contract.

Contractor's failure to comply shall constitute a material breach of this Contract. Ref: 49 CFR Part 18

### **1.3 No Federal Government Obligations to Third Parties**

The Contractor agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Contractor or any other party (whether or not a party to this Contract) pertaining to any matter resulting from this Contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who shall be subject to its provisions.

### **1.4 Equal Employment Opportunity**

In connection with the execution of this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Contractor shall take affirmative action to ensure that the hiring of applicants and treatment of employees during employment is conducted without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Contractor further agrees to insert a similar provision in all Subcontracts, except Subcontracts for standard commercial supplies or raw materials.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

Ref: Executive Order 11246, as amended by Executive Order 11375; Title VII of the Civil Rights Act, as amended, 42 USC § 2000e; section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC § 623; section 102 of the Americans with Disabilities Act, as amended, 42 USC §§ 12101 et seq.; 29 CFR Part 1630; 41 CFR § 60-1.4.

## **1.5 Title VI Compliance**

The Contractor shall comply with and shall ensure the compliance by all Subcontractors under this Contract with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 USC 2000d) and, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act,” 49 CFR Part 21, (hereinafter “Regulations”) as they may be amended from time to time. The Federal Government and or the County has a right to seek judicial enforcement with regard to any matter arising under Title IV of the Civil Rights Act and implementing regulations. Ref: 49 CFR Part 21.19.

During the performance of this Contract, the Contractor, for itself, its assignees and successors-in-interest agrees as follows:

- A. Nondiscrimination—49 CFR Part 26. The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of federally assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the County deems appropriate.
- B. Prompt Payment. The Contractor agrees to pay each Subcontractor under this Contract for satisfactory performance of its Contract no later than thirty (30) Days from the receipt of each payment the Contractor receives from the County. The Contractor agrees further to return retainage payments to each Subcontractor within thirty (30) Days after the Subcontractor’s Work is satisfactorily completed. Any delay or postponement of payment from the above referenced period may occur only for good cause following written approval of the County. This clause applies to both DBE and non-DBE Subcontractors.
- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for Work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor’s obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
- D. Sanctions for Noncompliance. In the event of the Contractor’s noncompliance with the nondiscrimination provisions of this Contract, the County shall impose such contract sanctions as it

or the Federal Government may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
2. Cancellation, termination, or suspension of the contract, in whole or in part.

- E. Incorporation of Provisions. The Contractor shall include the provisions of paragraphs A through D in every Subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the County or the Federal Government may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the County to enter into such litigation to protect the interests of the County and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- F. Contractor's List. Contractor is requested to submit the name, address, DBE/Non- DBE status, annual gross receipts, and age of all Subcontractors and suppliers bidding or quoting on federally funded projects. **Compliance with the requirement to report the Contractor's List information is a matter of responsibility.** Contractor is requested to submit the Contractor's List prior to Contract Work.

## 1.6 Labor Provisions - Non-Construction Contracts

\*\*\* Not Applicable for American Rescue Plan Act – Coronavirus State and Local Fiscal Recovery Funded Projects \*\*\*

### A. Overtime Requirements

No Contractor or Subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty (40) hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such work week. Ref: 29 CFR § 5.5(b)(1).

### B. Violation: Liability for Unpaid Wages: Liquidated Damages

In the event of any violation of the clause set forth in paragraph A of this section, the Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of Work done under Contract for the District of Columbia or a territory, to such district or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of paragraph A of this section in the sum of ten dollars (\$10) for each Day on which such individual was required or permitted to work in excess of the standard work week of forty (40) hours without payment of the overtime wages required by paragraph A of this section. Ref: 29 CFR § 5.5(b)(2).

### C. Withholding for Unpaid Wages and Liquidated Damages

The Federal Government or the County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any

monies payable on account of Work performed by the Contractor or Subcontractor under any such Contract or any other federal Contract with the same prime Contractor, or any other federally-assisted Contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as Provided in paragraph B of this section. Ref: 29 CFR § 5.5(b)(3).

D. Payrolls and Basic Records

The Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the Work and shall preserve them for a period of three (3) years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the Contractor or Subcontractor for inspection, copying or transcription by authorized representatives of the Department of Transportation and the Department of Labor, and the Contractor or Subcontractor shall permit such representatives to interview employees during working hours on the job. Ref: 29 CFR § 5.5(c).

E. Subcontracts

The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through E of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs A through E of this section. Ref: 29 CFR § 5.5(b)(4).

## 1.7 Cargo Preference - Use of U.S. Flag Vessels

\*\*\* NOTE: Not Applicable for Services \*\*\*

In the event that ocean shipment or international air transportation is required for any equipment, material or commodities pursuant to this Contract, the Contractor shall:

- A. Utilize privately owned United States flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage involved, computed separately for dry bulk carriers, dry cargo liners and tankers, whenever shipping any equipment, materials or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States flag commercial vessels.
- B. Furnish within twenty (20) working days following the date of loading for shipments originating within the United States, or within thirty (30) working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph A of this section, to the County, through the prime Contractor in the case of Subcontractor bills-of-lading, and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590, marked with appropriate identification of the project.
- C. Insert the substance of the provisions of this section in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

## **1.8 Fly America**

**\*\*\* NOTE: Note only Applicable if Contract may involve flying goods or people outside the USA \*\*\***

The Contractor agrees to utilize United States flag air carriers to the extent such carriers Provide the air transportation needed, or accomplish the Contractor's mission. The Contractor agrees to utilize United States flag air carriers even though comparable or a different kind of service can be provided at less cost by a foreign air carrier, a foreign air carrier can be paid for in excess foreign currency, unless United States flag air carriers decline to accept excess or near excess foreign currencies for transportation payable only out of those monies. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service with a U.S. flag air carrier was not available or why it was necessary to use a foreign carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation. Ref: 49 USC § 40118; 41 CFR Part 301-310.

## **1.9 Audit and Inspection of Records**

In the case of all negotiated Contracts and Contracts for construction, reconstruction or improvement of facilities and equipment, which were entered into under other than competitive proposal procedures, Contractor agrees that the County, the Comptroller General of the United States or any of their duly authorized representatives, shall, for the purpose of audit and examination be permitted to inspect all Work, materials, payrolls, and other data and records with regard to the project, and to audit the books, records and accounts with regard to the project. Further, Contractor agrees to maintain all required records for at least three (3) years after the County makes final payment and all other pending matters are closed. Ref: 49 USC § 5324; 18 CFR Part 18.36 (i); 49 CFR Part 633.17; and FEDERAL GOVERNMENT Master Agreement MA (10), 10-1-2003, Section 8 (c) and (d).

## **1.10 Buy America**

**\*\*\* NOTE: Not applicable for non-transit funded procurements \*\*\***

The Contractor agrees to comply with 49 USC § 5323(j), 49 CFR Part 661, which provides that Federal funds may not be obligated unless steel, iron, and manufactured products used in FEDERAL GOVERNMENT-funded projects are produced in the United States, unless a waiver has been granted by FEDERAL GOVERNMENT or the product is subject to a general waiver.

General waivers are listed in 49 CFR 661.7 and include but are not limited to microcomputer equipment, Software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

Contracts in excess of \$100,000 require Attachment H, Buy America Certificate, to be completed and submitted to the County with the Contract, except those subject to a general waiver. A Contract that is not accompanied by a completed Buy America certification shall be rejected and subject to termination. This requirement does not apply to lower tier Subcontractors.

## **1.11 Buy America General Waiver**

**\*\*\* OPTIONAL BUY AMERICA TRANSIT ONLY\*\***

**\*\*\* NOTE: Not applicable if Contract is less than \$100,000 \*\*\***

The procurement is exempt from FEDERAL GOVERNMENT "Buy America" requirements in 49 USC § 5323(j), 49 CFR Part 661 because of a General Waiver.

In accordance with Appendix A to 49 CFR § 661.7 General Waivers (d), "Under the provisions of § 661.7(b) and (c) of this part, microcomputer equipment, including Software, of foreign origin can be procured by grantees."

## **1.12 Privacy**

**\*\*\* NOTE: Not applicable if Contract is only for Goods \*\*\***

Should the Contractor, or any of its Subcontractors, or their employees administer any system of records on behalf of the Federal Government, the Privacy Act of 1974, 5 USC § 552a, imposes information restrictions on the party administering the system of records.

For purposes of the Privacy Act, when the Agreement involves the operation of a system of records on individuals to accomplish a government function, the recipient and any Contractors, third party Contractors, Subcontractors and their employees involved therein are considered to be government employees with respect to the government function. The requirements of the Act, including the civil and criminal penalties for violations of the Act, apply to those individuals involved. Failure to comply with the terms of the Act or this provision of this Contract shall make this Contract subject to termination.

The Contractor agrees to include this clause in all subcontracts awarded under this Contract that involve the design, development, operation, or maintenance of any system of records on individuals subject to the Act.

## **1.13 Access Requirements for Individuals with Disabilities**

The County and the Contractor are required to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC §§ 12101, et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; and 49 USC § 5301(d), and the following regulations and any amendments thereto:

- A. U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
- B. U.S. Department of Transportation regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities receiving from Federal Financial Assistance," 49 CFR Part 27;
- C. U.S. Department of Transportation regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 CFR Part 38;
- D. U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
- E. U.S. Department of Justice regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
- F. U.S. General Services Administration regulations, "Construction and Alteration of Public Buildings," 41 CFR Subpart 101-19;
- G. U.S. Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
- H. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64,



Subpart F; and

- I. FEDERAL GOVERNMENT regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609.

#### **1.14 Interest of Members of or Delegates of Congress**

Pursuant to 41 USC § 22, no member of or delegate to the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising there from.

#### **1.15 Certification Regarding Debarment, Suspension and Other Responsibility Matters**

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting this Contract, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by the County. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **1.16 Disclosure of Lobbying Activities**

\*\*\* This subsection and Attachments I and J do not apply if the Contract will be less than \$100,000 and applies only for operational service and turnkey Contracts \*\*\*

Contracts in excess of \$100,000 require Attachment I, Certificate of Lobbying Activities, and Attachment J, Disclosure Form to Report Lobbying and Instructions (if appropriate), to be completed and submitted to the County with the proposal, as required by 49 CFR Part 20, "New Restrictions on Lobbying."

The Contractor certifies that it shall not and has not used Federal appropriated funds to pay any Person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by the Byrd Anti-Lobbying Amendment, 31 USC § 1352. The Contractor shall disclose the name of any registrant under the Lobbying Disclosure Act of 1995, codified at 2 USC § 1601 et seq., who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal Contract, grant or award covered by 31 USC § 1352. Such disclosures are to be forwarded to the County.

The Contractor shall include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly. Ref: 49 CFR Part 20, modified as necessary by 31 USC § 1352.

#### **1.17 False or Fraudulent Statements or Claims**

The Contractor acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County in connection with this project, the County reserves the right to pursue the procedures and impose on the recipient the penalties of 18 USC § 1001, 31 USC §§ 3729 and 3801 et seq., and/or 49 USC § 5307(n)(1), as may be appropriate. The terms of Department of Transportation regulations, “Program Fraud Civil Remedies,” 49 CFR Part 31, are applicable to this project.

The Contractor agrees to include this clause in all subcontracts awarded under this Contract.

### **1.18 Energy Conservation**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 USC §§ 6321 et seq., and 49 CFR Part 18.

The Contractor agrees to include this clause in all subcontracts awarded under this Contract.

### **1.19 Air Pollution**

The Contractor and suppliers may be required to submit evidence to the Project Manager that the governing air pollution criteria shall be met. This evidence and related documents shall be retained by the manager for on-site examination by Federal Government.

### **1.20 Environmental Requirements**

The Contractor agrees to comply with all applicable standards, orders or requirements as follows:

#### **A. Environmental Protection**

**\*\*\* Not Applicable for American Rescue Plan Act – Coronavirus State and Local Fiscal Recovery Funded Projects \*\*\***

The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 USC §§ 4321, *et seq.*, consistent with Executive Order No. 11514, as amended, “Protection and Enhancement of Environmental Quality,” 42 USC § 4321 note. FEDERAL GOVERNMENT statutory requirements on environmental matters at 49 USC § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 42 USC § 4321 *et seq.* and 40 CFR Part 1500, *et seq.*; and joint FHWA/FEDERAL GOVERNMENT regulations, “Environmental Impact and Related Procedures,” 23 CFR Part 771 and 49 CFR Part 622.

#### **B. Air Quality**

**\*\*\* NOTE: Not applicable if Contract is less than \$100,000 \*\*\***

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to section 306 of the Clean Air Act, as amended, 42 USC §§ 7401, 7414, *et seq.* The Contractor agrees to report each violation to the County and understands and agrees that the County shall, in turn, report each violation as required to assure notification to Federal Government, the county and the appropriate Environmental Protection Agency (EPA) Regional Office.

The Contractor agrees to include this clause in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

Ref: 42 USC § 7606 note; 40 CFR Part 51, Subpart T; 40 CFR Part 85; 40 CFR Part 86; and 40 CFR Part 600.

C. Clean Water

\*\*\* NOTE: Not applicable if Contract is less than \$100,000 \*\*\*

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §§ 1251, 1368, et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County shall, in turn, report each violation as required to assure notification to the county, the Federal Government and the appropriate Environmental Protection Agency (EPA) Regional Office.

The Contractor agrees to protect underground sources of drinking water consistent with the provisions of the Safe Drinking Water Act of 1974, as amended, 42 USC §§ 300h et seq.

The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

Ref: 33 USC § 1251.

D. Use of Public Lands

\*\*\* NOTE: Not applicable if Contract is less than \$100,000 \*\*\*

The Contractor agrees that no publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of national, state, or local significance as determined by the federal, state or local officials having jurisdiction thereof, or any land from a historic site of national, state, or local significance may be used for the Project unless the Federal Government makes the specific findings required by 49 USC § 303.

E. Historic Preservation

\*\*\* NOTE: Not applicable if Contract does not include land or buildings \*\*\*

The Contractor agrees to assist the Federal Government in complying with section 106 of the National Historic Preservation Act, as amended, 16 USC § 470f, Executive Order No. 11593, "Protection and Enhancement of the Cultural Environment," 16 USC § 470 note, and the Archaeological and Historic Preservation Act of 1974, as amended, 16 USC §§ 469a-1 et seq. involving historic and archaeological preservation as follows:

1. The Contractor agrees to consult with the State Historic Preservation Officer about investigations to identify properties and resources listed in or eligible for inclusion in the National Register of Historic Places that may be affected by the Project, in accordance with Advisory Council on Historic Preservation regulations, "Protection of Historic and Cultural Properties," 36 CFR Part 800, and notifying Federal Government of those properties so affected.
2. The Contractor agrees to comply with all federal requirements to avoid or mitigate adverse effects on those historic properties.

F. Mitigation of Adverse Environmental Effects

The Contractor agrees that if the Project should cause adverse environmental effects, the Contractor shall take all reasonable steps to minimize those effects in accordance with 49 USC § 5324(b), and all

other applicable federal laws and regulations, specifically, the procedures of 23 CFR Part 771 and 49 CFR Part 622.

### **1.21 Preference for Recycled Products**

To the extent practicable and economically feasible, the Contractor agrees to provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient. Examples of such products may include, but are not limited to, products described in the United States EPA Guidelines at 40 CFR Part 247, implementing section 6002 of the Resource Conservation and Recovery Act, as amended, 42 USC § 6962, and Executive Order 12873.

### **1.22 Patent Rights**

**\*\*\* USED ONLY FOR DEVELOPMENT OF A PRODUCT OR INFORMATION \*\*\***

If any invention, improvement, or discovery of the Contractor or any of its Subcontractors is conceived or first actually reduced to practice in the course of or under this Contract, and that invention, improvement, or discovery is patentable under the laws of the United States or any foreign country, the Contractor agrees to notify the County immediately and Provide a detailed report. The rights and responsibilities of the Contractor and the County with respect to such invention, improvement or discovery shall be determined in accordance with applicable federal laws, regulations, policies, and any waiver thereof.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, academic institution, individual), the County and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

The Contractor also agrees to include the requirements of this section in each subcontract for experimental, developmental, or research Work financed in whole or in part with Federal assistance.

Ref: 49 CFR Part 19, Appendix A, Section 5 and FEDERAL GOVERNMENT Master Agreement MA (10), 10-1-2003, Section 18 (c).

### **1.23 Rights in Data and Copyrights**

**\*\*\* USED ONLY FOR DEVELOPMENT OF A PRODUCT OR INFORMATION \*\*\***

- A. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design- type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer Software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to Contract administration.
- B. The following restrictions apply to all subject data first produced in the performance of this

Contract:

1. Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any Contract with an academic institution.
    - a. In accordance with 49 CFR § 18.34 and 49 CFR § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for “Federal Government purposes.”
    - b. Any subject data developed under this Contract, whether or not a copyright has been obtained; and
    - c. Any rights of copyright purchased by the Contractor using federal assistance in whole or in part provided by FEDERAL GOVERNMENT.
  2. Without the copyright owner’s consent, the Federal Government may not extend its Federal license to any other party.
- C. When FEDERAL GOVERNMENT awards Federal assistance for a Contract involving experimental, developmental, or research Work, it is FEDERAL GOVERNMENT's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the Contract to those parties that have participated therein. Therefore, unless FEDERAL GOVERNMENT determines otherwise, the Contractor understands and agrees to permit FEDERAL GOVERNMENT to make available to the public, either FEDERAL GOVERNMENT’s license in the copyright to any subject data developed in the course of this Contract, or a copy of the subject data first produced under this Contract for which a copyright has not been obtained. In the event that this Contract is not completed for any reason whatsoever, all data developed under this Contract shall become subject data as defined in paragraph A of this section and shall be delivered as the County may direct. This paragraph C, however, does not apply to adaptations of automatic data processing equipment or programs for the Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FEDERAL GOVERNMENT for transportation capital projects (sections 3, 9, 16, 18 or 25 of the Federal Transit Act, as amended, or Title 23 capital funds).
- D. Unless prohibited by State law, the Contractor agrees to indemnify, save and hold harmless the County and the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use or disposition of any data furnished under this Contract. The Contractor shall not be required to indemnify the County or the Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or the Federal Government.
- E. Nothing contained in this section on rights in data shall imply a license to the County or the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or the Federal Government under any patent. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal

Government that has been incorporated into Work required by the Contract is exempt from the requirements of paragraphs B, C, and D of this section, provided that the Contractor identifies that data in writing at the time of delivery of the Contract Work.

Ref: FEDERAL GOVERNMENT Master Agreement MA (10), 10-1-2003, Section 18 (f).

- F. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, academic institution, individual), the County and the Contractor agree to take the necessary actions to provide, through FEDERAL GOVERNMENT, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

Ref: 37 CFR Part 401.

- G. The Contractor also agrees to include the requirements of this section in each subcontract for experimental, developmental, or research Work financed in whole or in part with Federal assistance provided by FEDERAL GOVERNMENT.

#### **1.24 Termination Provisions Required**

All Contracts and subcontracts in excess of \$10,000 shall contain contractual provisions or conditions that allow for termination for cause and convenience by the County including the manner by which it shall be effected and the basis for settlement. Ref: FEDERAL GOVERNMENT Circular 4220.1E § 15.b.

#### **1.25 Breach Provisions Required**

\*\*\* NOTE: Not applicable if Contract is less than \$100,000 \*\*\*

All Contracts in excess of \$100,000 shall contain contractual provisions or conditions that shall allow for administrative, contractual, or legal remedies in instances where the Contractor violates or breaches the terms of this Contract, including sanctions and penalties as may be appropriate. The Contractor agrees to include this provisional requirement in all subcontracts in excess of \$100,000 awarded under this Contract.

Ref: FEDERAL GOVERNMENT Circular 4220.1E, § 15.a.

#### **Acknowledgement of Addendum**

Initial \_\_\_\_\_

## ATTACHMENT 1

**Quotation Number:** 038-23

**Vendor Name:** \_\_\_\_\_

**Date Issued:** 08-07-2023

**Closing Date:** 08-31-2023, 2:00pm

---

Provide costs for all labor, materials, and equipment to complete the project in strict accordance to the Specifications and/or Drawings.

---

### **Men's Restroom**

All costs related paint: \$ \_\_\_\_\_

All costs related to flooring: \$ \_\_\_\_\_

All costs related to doors: \$ \_\_\_\_\_

All costs related to bathroom accessories: \$ \_\_\_\_\_

All costs related to demo: \$ \_\_\_\_\_

All other costs: \$ \_\_\_\_\_

**Men's Restroom only total bid price:** \$ \_\_\_\_\_

---

### **Women's Restroom.**

All costs related paint: \$ \_\_\_\_\_

All costs related to flooring: \$ \_\_\_\_\_

All costs related to doors: \$ \_\_\_\_\_

All costs related to bathroom accessories: \$ \_\_\_\_\_

All costs related to demo: \$ \_\_\_\_\_

All other costs: \$ \_\_\_\_\_

**Women's Restroom only total bid price:** \$ \_\_\_\_\_

---

### **Both Restrooms**

All costs related paint: \$ \_\_\_\_\_

All costs related to flooring: \$ \_\_\_\_\_

All costs related to doors: \$ \_\_\_\_\_

All costs related to bathroom accessories: \$ \_\_\_\_\_

All costs related to demo: \$ \_\_\_\_\_

All other costs: \$ \_\_\_\_\_

**Both restrooms only total bid price:** \$ \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Provide pricing for the following change to the specifications:

Change the flooring surface from Epoxy Floor/Base, to polished and sealed concrete.

---

**Men's Restroom**

All costs related paint: \$ \_\_\_\_\_

All costs related to flooring: \$ \_\_\_\_\_

All costs related to doors: \$ \_\_\_\_\_

All costs related to bathroom accessories: \$ \_\_\_\_\_

All costs related to demo: \$ \_\_\_\_\_

All other costs: \$ \_\_\_\_\_

**Men's Restroom only total bid price:** \$ \_\_\_\_\_

---

**Women's Restroom**

All costs related paint: \$ \_\_\_\_\_

All costs related to flooring: \$ \_\_\_\_\_

All costs related to doors: \$ \_\_\_\_\_

All costs related to bathroom accessories: \$ \_\_\_\_\_

All costs related to demo: \$ \_\_\_\_\_

All other costs: \$ \_\_\_\_\_

**Women's Restroom only total bid price:** \$ \_\_\_\_\_

---

**Both Restrooms**

All costs related paint: \$ \_\_\_\_\_

All costs related to flooring: \$ \_\_\_\_\_

All costs related to doors: \$ \_\_\_\_\_

All costs related to bathroom accessories: \$ \_\_\_\_\_

All costs related to demo: \$ \_\_\_\_\_

All other costs: \$ \_\_\_\_\_

**Both restrooms total bid price:** \$ \_\_\_\_\_

\_\_\_\_\_  
Company Name

By \_\_\_\_\_



SNCO EMERGENCY MANAGEMENT BATHROOMS

GENERAL INFO:

AIA DOCUMENT "A201. GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION" SHALL BE INCORPORATED INTO THE CONTRACT BY REFERENCE.

ALL WORK SHALL BE INSTALLED PER THE CURRENTLY ADOPTED CODES, ORDINANCES, LAWS & STATUTES OF THE AUTHORITY HAVING JURISDICTION.

ALL PRODUCTS SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.

CONTRACTOR SHALL NOTIFY OWNER & ARCHITECT OF DESCREPANCIES BETWEEN DRAWINGS & FIELD CONDITIONS IMMEDIATELY UPON DISCOVERY.

ARCHITECT:

FALK ARCHITECTS, INC.  
BRYAN FALK, LICENSED ARCHITECT, NCARB, LEED AP  
BRYAN@FALK-ARCHITECTS.COM  
785-891-9958  
827 NW KANSAS AVE  
TOPEKA, KS 66612  
www.falk-architects.com

PROJECT DESCRIPTION:

REMODEL OF EXISTING BATHROOMS IN SUB BASEMENT OF THE SHAWNEE COUNTY COURT HOUSE.

SPECIFICATIONS:

SECTION 01 3000 - PRODUCT SUBMITTALS:

SUBMIT PRODUCT DATA FOR EACH PRODUCT USED. IF PRODUCT CUTSHEETS CONTAIN MULTIPLE PRODUCTS HIGHLIGHT PRODUCT AND OPTIONS BEING USED PRIOR TO SUBMITTING TO GENERAL CONTRACTOR & ARCHITECT. ALLOW 3 WEEKS FOR INITIAL REVIEW AND 2 WEEKS FOR RESUBMITTAL.

ALL PRODUCTS TO BE INSTALLED PER MANUFACTURERS RECOMMENDATIONS & INSTRUCTIONS. IF MANUFACTURER'S RECOMMENDATIONS DIFFER FROM ARCHITECTS SPECIFICATIONS INSTALL PER MANUFACTURER ONLY AFTER DISCUSSING WITH OWNER & ARCHITECT.

ALL PRODUCTS AS SPECIFIED UNLESS APPROVED BY ARCHITECT.

SUBMIT COLOR/TEXTURE SAMPLES TO THE ARCHITECT FOR APPROVAL FOR ALL PRODUCTS.

SECTION 01 5000 - FACILITIES & TEMPORARY CONTROLS:

PROVIDE SAFETY PRECAUTIONS AROUND CONSTRUCTION & STAGING AREAS. PROVIDE BARRICADES, WARNING SIGNS & ENVIRONMENTAL PROTECTION TO COMPLY WITH BUILDING CODE REQUIREMENTS, HEALTH & SAFETY REGULATIONS, POLICE & FIRE DEPARTMENT CONSIDERATIONS & ENVIRONMENTAL PROTECTION REGULATIONS.

COMPLY WITH NFPA 241 "STANDARD FOR SAFEGUARDING CONSTRUCTION ALTERATIONS AND DEMOLITION OPERATIONS & ALL OTHER CODES & SAFETY REQUIREMENTS.

SECTION 01 7000 - EXECUTION & CLOSEOUT

MAKE VERTICAL ELEMENTS PLUMB AND HORIZONTAL ELEMENTS LEVEL UNLESS OTHERWISE INDICATED.

EXECUTE FINAL CLEANING BEFORE SUBSTANTIAL COMPLETION WALK THRU.

NOTIFY ARCHITECT WHEN WORK IS READY FOR SUBSTANTIAL AND FINAL COMPLETION.

PROVIDE 1 YEAR WARRANTY. 1 YEAR PERIOD BEGINS AT "SUBSTANTIAL COMPLETION" OR WHEN, IN THE OPINION OF THE ARCHITECT, THE OWNER CAN USE THE AREA FOR ITS INTENDED PURPOSE.

10 MONTHS AFTER FINAL COMPLETION COORDINATE WALK THROUGH OF BUILDINGS TO REVIEW ANY DEFECTS. REPAIR DEFECTS PRIOR TO 1 YEAR WARRANTY ENDING.

DOORS, FRAMES, AND HARDWARE:

SOLID CORE - PAINT GRADE, ADA COMPLIANT 3'X7' MINIMUM  
HARDWARE: 3 HINGE, DOOR CLOSER, DOOR STOP, ADA PUSH AND PULL, KICK PLATE

HARDWARE - COMMERCIAL STYLE SCHLAGE OR AS APPROVED BY ARCHITECT, BRUSHED NICKEL OR SIMILAR -ALL HARDWARE SHALL BE ADA ACCESSIBLE.

DRYWALL:

ALL GYP/DRYWALL SHALL BE 5/8" GYPSUM WALLBOARD.

CONTRACTOR SHALL PROVIDE SMOOTH DRYWALL SURFACE SO THAT DEFECTS ARE NOT VISIBLE FROM MORE THAN 4'-0" FOR ALL NEW GYP/DRYWALL SURFACES.

INSTALL PER MANUFACTURER'S RECOMMENDATIONS & GYPSUM ASSOCIATIONS GUIDELINES.

PAINT:

PROVIDE SHERWIN WILLIAMS SATIN EPOXY PAINT OR AS APPROVED BY ARCHITECT, MINIMUM TWO FINISH COATS OR AS SPECIFIED BELOW.

PAINT ALL UNMARKED WALLS - PAINT TYPE 1  
PAINT ACCENT WALL 1 - PAINT TYPE 2

ARCHITECT TO SELECT COLORS. REFERENCE FINISH PLAN FOR LOCATION OF ACCENT WALLS

INSTALL PER MANUFACTURER'S RECOMMENDATIONS. PREP DRYWALL SURFACE TO BE SMOOTH AND FREE OF BLEMISHES. PREP METAL SURFACES TO BE SMOOTH AND FREE OF BLEMISHES. PROVIDE PRIMER ON EXPOSED METAL SURFACES AND 2 COATS PAINT.

SPECIFICATIONS (CONTINUED):

EPOXY FLOOR/BASE:

PROVIDE DUR-A-FLEX DUR-A-CHIP EPOXY FLOORING AND 4" COVE BASE OR AS APPROVED BY ARCHITECT. WHERE INDICATED IN FINISH PLAN. PROVIDE SLIP RESISTANCE RATING PER ARCHITECT AND OWNER'S SELECTION.

ARCHITECT TO SELECT COLOR FROM MANUFACTURER'S STANDARD OPTIONS.

INSTALLER CERTIFICATION REQUIRED AND MUST BE APPROVED BY ARCHITECT/OWNER. PREPARATION:

- PREPARE ALL JOINTS
- CUT OUT AND APPLY FLEX MATERIAL
- INSTALL UNDERLAYMENT TO LEVEL FLOOR FOR EPOXY

FLOORING & COVE BASE:

- 1/4" THICK COATING
- MEMBRANE IF NEEDED PER MANUFACTURER'S INSTRUCTIONS
- PRIMERS
- BODY COATS
- URETHANE FINISH COAT

INSTALLER/MANUFACTURER MUST TEST FLOOR FOR MOISTURE PER MANUFACTURER'S RECOMMENDATIONS AND SUPPLY A FLOOR THAT MEETS MANUFACTURER'S REQUIREMENTS FOR MOISTURE.

INSTALL ALL PRODUCTS PER MANUFACTURER'S INSTALLATION INSTRUCTION AND RECOMMENDATIONS. ALL MANUFACTURER'S RECOMMENDATIONS ARE INCORPORATED BY REFERENCE.

PROVIDE PENNTROWEL EPOXY UNDERLAYMENT OR APPROVED EQUAL OVER EXISTING FLOORING IF REQUIRED BY MANUFACTURER. LEVEL ANY IMPERFECTIONS IN EXISTING FLOOR. INSTALL PER MANUFACTURER'S RECOMMENDATIONS. LET UNDERLAYMENT FULLY CURE BEFORE INSTALLING EPOXY FLOORING.

BATHROOM ACCESSORIES:

PROVIDE AMERICAN STANDARD, AFWALL® MILLENNIUM® 1.1 – 1.6 GPF (4.2 – 6.0 LPF) BACK SPUD ELONGATED WALL-HUNG EVERCLEAN® BOWL AT ALL NEW TOILETS

PROVIDE AMERICAN STANDARD, WASHBROOK URINALS AT ALL NEW URINALS.

PROVIDE OMNI-DECK RECTANGULAR BASIN FOR BATHROOM COUNTER

PROVIDE BOBRICK, 1081 SERIES FLOOR ANCHORED TOILET PARTITIONS (OR AS APPROVED EQUAL), ARCHITECT TO SELECT FROM STANDARD COLORS, STANDARD STAINLESS STEEL HARDWARE. PROVIDE SHOP DRAWING FOR ARCHITECT REVIEW & APPROVAL.

PROVIDE ADA COMPLIANT SHOWER IN MENS RESTROOM, AS APPROVED BY ARCHITECT.

Toilet Paper Dispenser	Owner Provided
Paper Towel Dispenser	Owner Provided
Soap Dispenser	Owner Provided
Sanitary Napkin Dispenser	Owner Provided
Sanitary Napkin Disposal Unit	Bobrick B-270
Mirror	Bobrick B-2908 (24x36)
Grab Bars	Bobrick B5806
Clothes Hook with Bumper	Bobrick B-212
Shower Curtain	Bobrick B-204
Shower Curtain Rod	Bobrick B-207

PROVIDE SANITARY NAPKIN DISPOSAL @ WOMEN'S TOILETS ONLY

PROVIDE (1) PAPER TOWEL DISPENSER & (2) SOAP DISPENSERS PER BATHROOM PURCHASED BY OWNER, INSTALLED BY CONTRACTOR.

INSTALL ALL TOILET ACCESSORIES PER MANUFACTURER'S RECOMMENDATIONS AND ADA REQUIREMENTS -REF SHEET G002 ADA FOR STANDARD MOUNTING HEIGHTS ON ALL PRODUCTS

BASIS OF DESIGN HARDWARE SET:

1 1/2 PR	Butts	Stanley	FBB179	US26D
1 EA	Closer	LCN	4040XP-Cush	Painted (Silver)
1 EA	Push Plate	Rockwood	73RCC	US32DMS
1 EA	Pull	Rockwood	AP1007	US32DMS
1 EA	Wall Stop	Ives	WS406	US32D
1 EA	Kick Plate	Don-Jo	90-10x34	US32D

DEMO:

CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL EXISTING FIXTURES AS SHOWN ON DRAWINGS.

IF DURING THE COURSE OF THE WORK OF THIS CONTRACT THE CONTRACTOR DISCOVERS WHAT THEY BELIEVE TO BE A HAZARDOUS MATERIAL, THEY SHOULD STOP WORKING IMMEDIATELY AND NOTIFY THE OWNER AND ARCHITECT. WORK IN THE SUSPECT AREA SHALL NOT RESUME UNTIL THE SITUATION IS RESOLVED.

CONTRACTOR SHALL LEAVE EXISTING FLOOR FLANGE, REPLACE IF NECESSARY.

CONTRACTOR SHALL REMOVE TILE FLOORING, UNLESS DETERMINED TO CONTAIN ASBESTOS, IN WHICH A LICENSED ASBESTOS ABATEMENT CONTRACTOR SHALL BE CONTRACTED BY THE OWNER FOR REMOVAL.

CONTRACTOR SHALL PATCH WALL AND FLOOR SURFACES TO MATCH ADJACENT SURFACES WHERE FIXTURES, PLUMBING, ETC ARE TO BE REMOVED AND NOT COMPLETELY COVERED BY NEW CONSTRUCTION.

PLUMBING GENERAL NOTE:

CONTRACTOR TO VERIFY AND CONNECT NEW PLUMBING FIXTURES TO EXISTING SERVICE PER DRAWINGS.



CD

DATE: 03-17-2023

2022-046

DRAWINGS NOT FOR CONSTRUCTION UNLESS PROFESSIONAL STAMP, SIGNATURE & DATE IS PROVIDED.

EMERG. MANAGEMENT BATHROOMS

SHAWNEE COUNTY COURTHOUSE

200 SE 7TH ST. TOPEKA, KS 66603

DRAWN BY: JES

CHECKED BY: BJF

FALK ARCHITECTS

© 2022 Falk Architects Inc

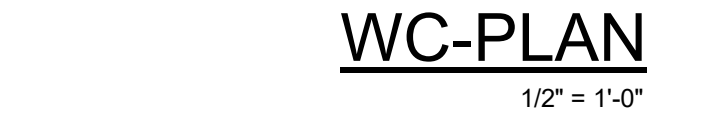
G000

COVER SHEET

FALK ARCHITECTS INC



DATE PRINTED: 3/17/2023 8:14:51 AM  
FILE PATH: G:\shortcut-targets-by-id\1u  
Emergency Management Ba



1. REFERENCED STANDARD(S):  
PROJECT SHALL COMPLY WITH  
ADA 2010 AND ANSI 117.1 2003
2. DIMENSIONS ON THIS SHEET ARE TO  
FINISH FACE OF WALLS AND CEILINGS.

2022-040

DRAWINGS NOT FOR  
CONSTRUCTION UNLESS  
PROFESSIONAL STAMP, SIGNATURE  
& DATE IS PROVIDED.

**EMERG. MANAGEMENT BATHROOMS**  
SHAWNEE COUNTY COURTHOUSE  
200 SE 7TH ST. TOPEKA, KS 66603



DRAWN BY:	JES
CHECKED BY:	BJF

**FALK**  
ARCHITECTS  
© 2022 Falk Architects Inc.

G002

ADA TYP

FALK ARCHITECTS INC



CODE ANALYSIS:

REASON FOR SUBMITTAL - REMODEL

FACILITY NAME - SNCO EMERGENCY MAINTENANCE BATHROOMS

FACILITY ADDRESS - SHAWNEE COUNTY COURTHOUSE  
200 SE 7TH ST. TOPEKA, KS 66603

CITY - TOPEKA

COUNTY - SHAWNEE

LOCAL FIRE DEPARTMENT - CITY OF TOPEKA

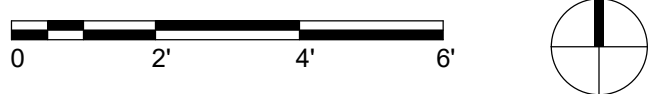
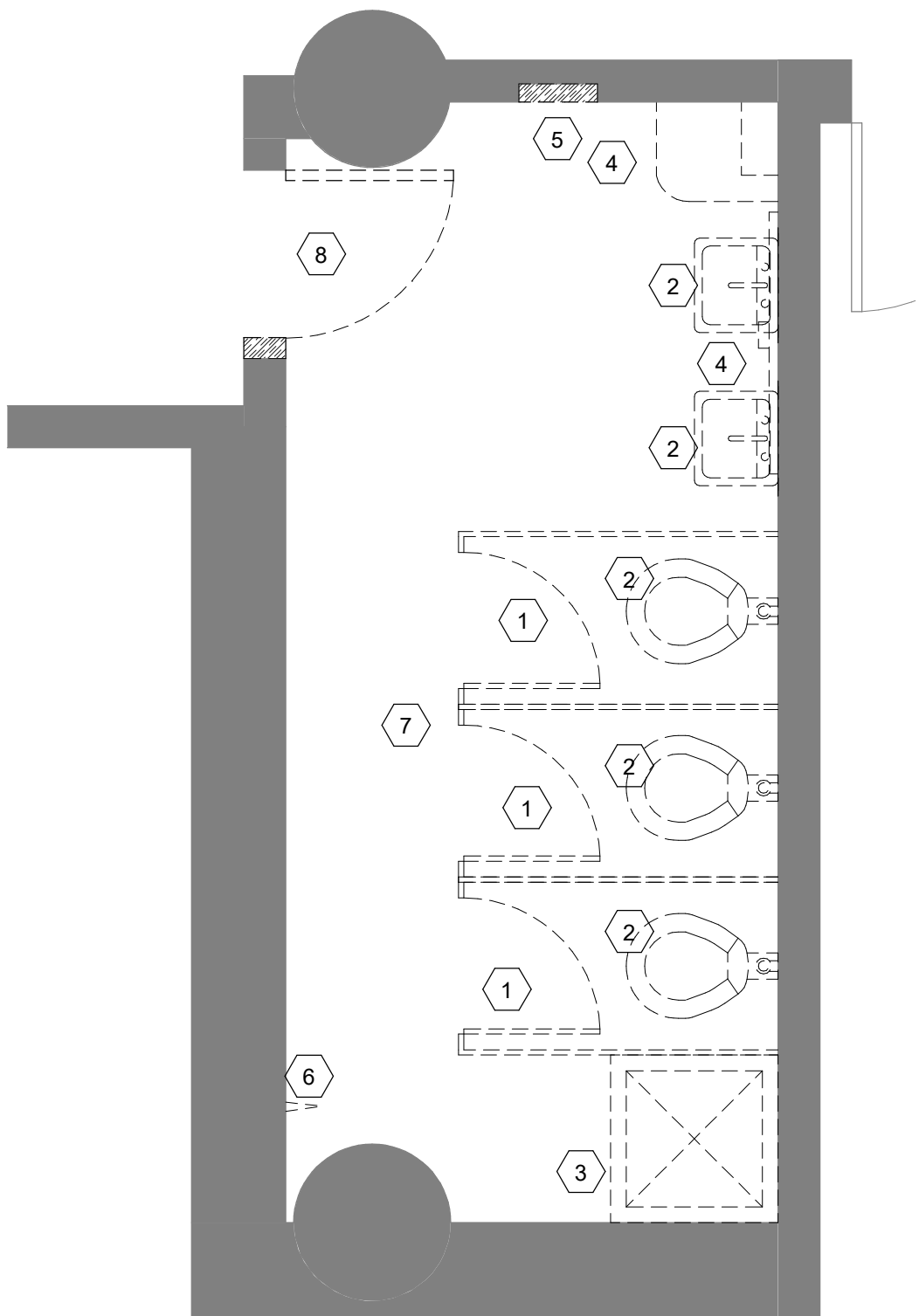
WATER SUPPLY - CITY OF TOPEKA

LOCAL CITY INSPECTION DEPARTMENT - CITY OF TOPEKA

CODES:

2009 International Residential Code Chapters 1 through 10 and Appendix F  
2009 International Energy Conservation Code – new residential construction only  
2021 International Building Code (IBC)  
2021 International Existing Building Code (IEBC)  
2021 International Energy Conservation Code (IECC)  
2015 Uniform Mechanical Code  
2017 National Electrical Code  
2018 Uniform Plumbing Code  
2015 International Fire Code  
2015 Life Safety Code  
2010 ADA Standards for Accessible Design – Department of Justice September 15, 2010 Edition

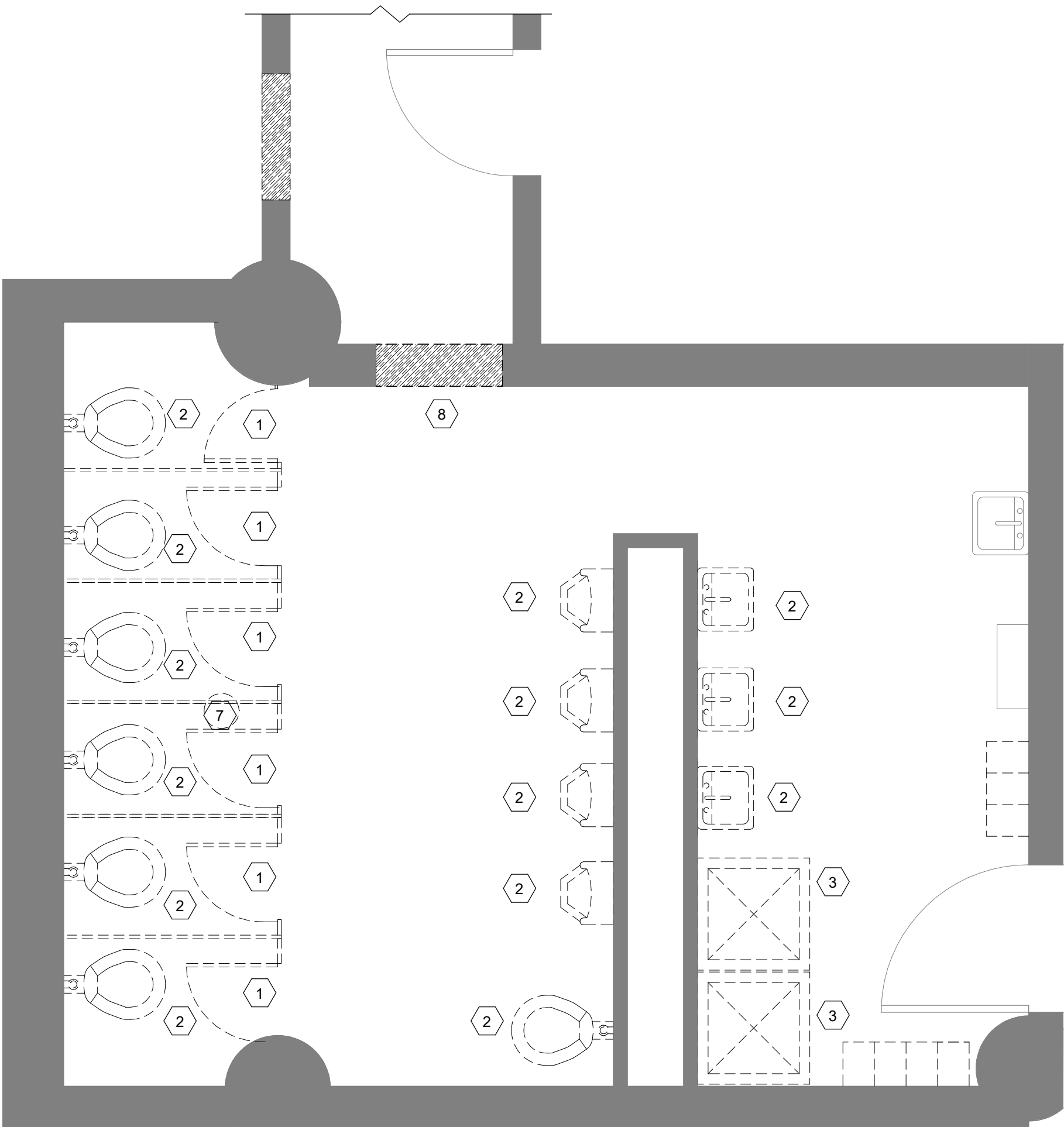
PROFESSIONAL INFO:  
BRYAN FALK  
BRYAN@FALK-ARCHITECTS.COM  
785-691-9555  
827 N KANSAS AVE. TOPEKA, KS 66612



WOMEN'S RESTROOM DEMO  
3/8" = 1'-0" D

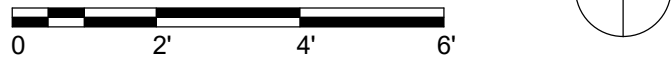
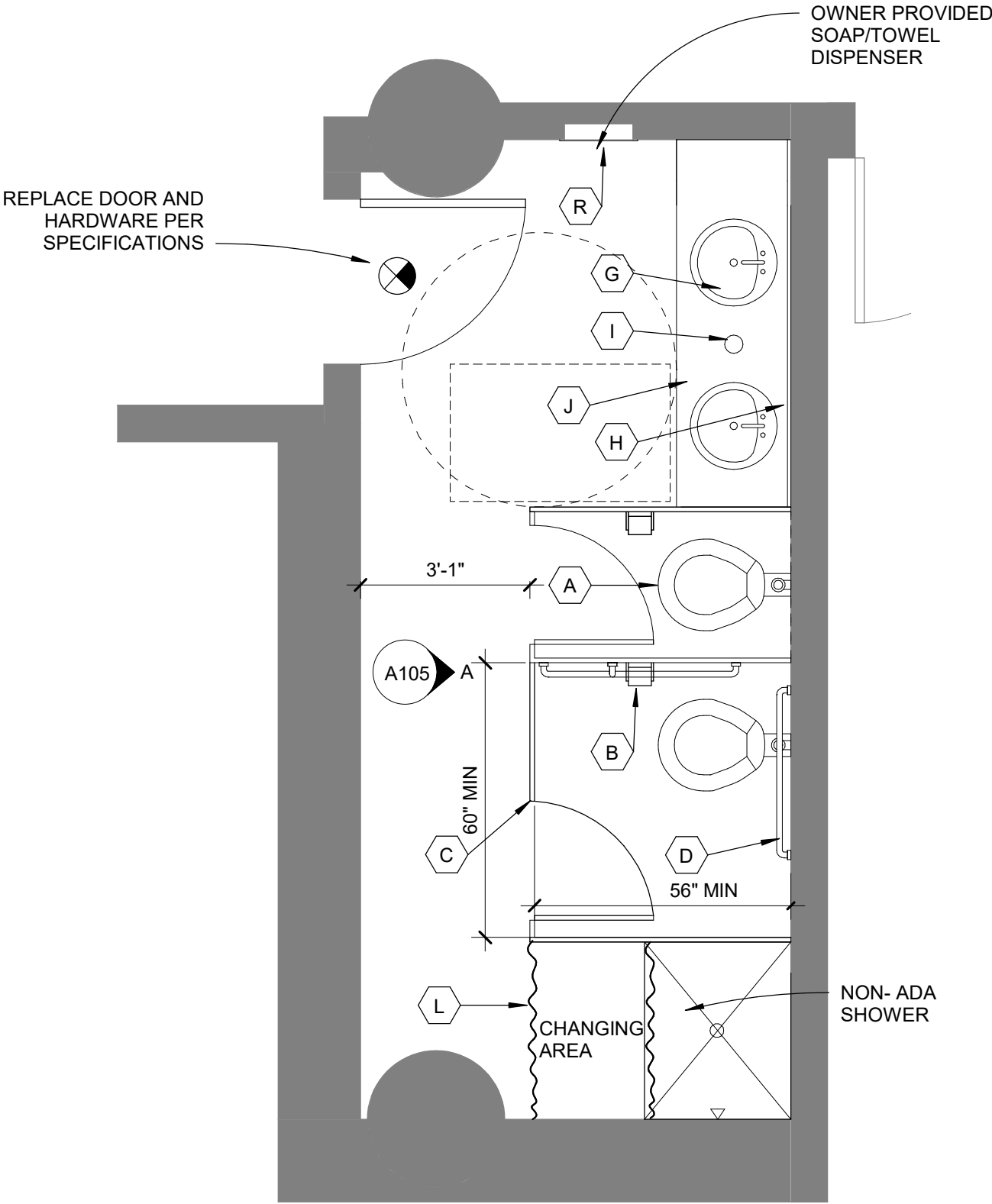
DEMO NOTES

- 1 REMOVE EXISTING BATHROOM STALL
- 2 REMOVE EXISTING FIXTURE
- 3 REMOVE EXISTING SHOWER
- 4 REMOVE EXISTING FURNITURE/LOCKERS
- 5 REMOVE EXISTING DISPENSER
- 6 REMOVE EXISTING HOOK
- 7 REMOVE EXISTING FLOOR DRAIN/PATCH FLOOR
- 8 REMOVE EXISTING DOOR



MEN'S RESTROOM DEMO  
3/8" = 1'-0" B

CONTRACTOR TO VERIFY AND  
CONNECT NEW PLUMBING FIXTURES TO  
EXISTING SERVICE PER DRAWINGS.

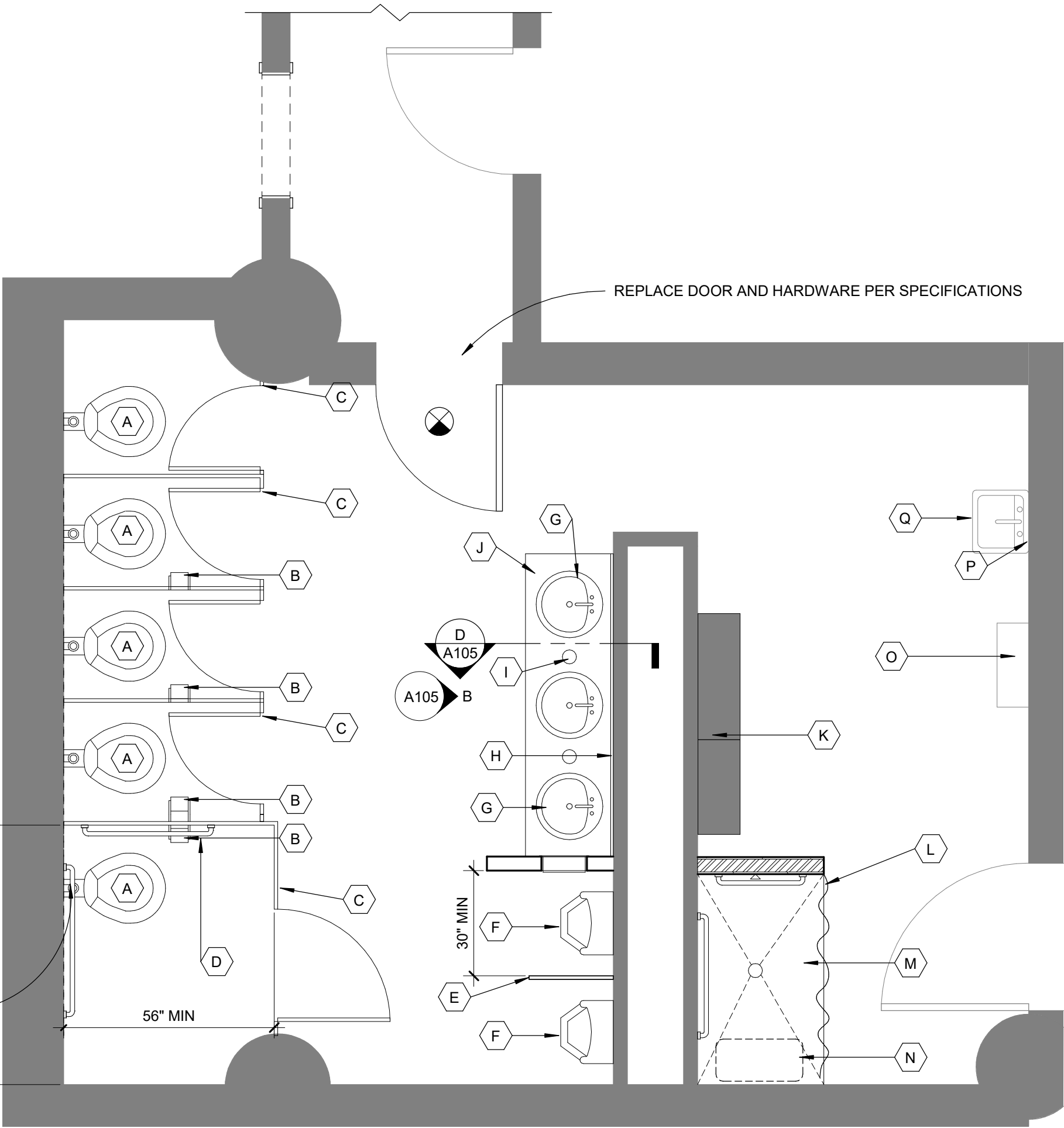


WOMEN'S RESTROOM PLAN  
3/8" = 1'-0" C

PLAN KEY LEGEND, ITEMS TYP.

- A WALL-MOUNTED FLUSHOMETER TOILET
- B PAPER DISPENSER (TOILET)
- C TOILET PARTITION
- D GRAB BARS
- E URINAL PARTITION
- F WALL MOUNT URINAL
- G SINK WASH BASIN
- H WELDED FRAME MIRROR
- I 6" DIA. HOLE IN COUNTER FOR TRASH BELOW WITH STAINLESS STEEL GROMMET
- J COUNTER
- K EXISTING LOCKERS - MOVED
- L SHOWER CURTAIN ROD
- M ADA COMPLAINT SHOWER 3'X5' MINIMUM
- N ADA COMPLAINT SHOWER SEAT
- O EXISTING FIRE HOSE BOX
- P EXISTING MIRROR
- Q EXISTING SINK
- R PAPER TOWEL DISPENSER

ALL TOILETS SHALL  
ALIGN WITH EXISTING  
PLUMBING  
CONTRACTOR SHALL FIELD  
VERIFY SIZING FOR  
PARTITIONS



MEN'S RESTROOM PLAN  
3/8" = 1'-0" A

DATE PRINTED: 04/17/2023 8:14:52 AM  
FILE PATH: C:\projects\Shawnee County Courthouse\2022-046 SNCO Emergency Maintenance Bathrooms\REV17\2022-046 SNCO EMERGENCY MAINTENANCE BATHROOMS.rvt

CD  
DATE: 03-17-2023  
2022-046  
DRAWINGS NOT FOR  
CONSTRUCTION UNLESS  
PROFESSIONAL STAMP, SIGNATURE  
& DATE IS PROVIDED.

EMERG. MANAGEMENT BATHROOMS  
SHAWNEE COUNTY COURTHOUSE  
200 SE 7TH ST. TOPEKA, KS 66603



DRAWN BY: JES  
CHECKED BY: BJF

FALK  
ARCHITECTS  
© 2022 Falk Architects Inc

A101

PLANS

FALK ARCHITECTS INC



**FALK**  
ARCHITECTS

FALK ARCHITECTS INC