Regular Board of Education Meeting

Garden City USD 457

Thursday, April 30, 2026 - 5:00 PM

Board Meeting Room, Educational Support Center, 1205 Fleming Street, Garden City, KS 67846

Board of Education Members:
Jacob Jenkins; Katherine Cole; Mark Hinde; Nathan Haeck; Randy Ralston; Rebecca Swender; Robin Bergkamp

Promise

Garden City Public Schools – Where Everyone Leads

Mission

Garden City Public Schools will deliver an unparalleled educational experience for our students, staff, and community.

Vision

Garden City Public Schools will deliver an unparalleled educational experience for our students, staff, and community that inspires excellence through rigorous coursework, individualized learning experience both inside and outside the classroom. We are committed to cultivating leadership in every student and staff member, empowering them to take initiative, inspire others, and drive positive change. At Garden City Public Schools, everyone leads.

A. **PLEDGE**

B. **SILENT REFLECTION**

Thirty seconds of silent reflection will be observed.

C. **MEETINGS OF NOTE**

D. **APPROVAL OF AGENDA with the following amendments:**

D.1. Additional personnel actions for consideration, Item E.3.

D.2. Move Item E.4.c from the Consent Agenda to Unfinished Business

D.3. Move Item E.4.d from the Consent Agenda to Unfinished Business

E. **CONSENT AGENDA**

E.1. Minutes

E.1.a. Minutes of the April 13, 2026, Regular Board of Education Meeting

E.2. Accounts Payable totaling $7,727,961.93, noting that all major accounts contain adequate balances to meet current obligations.

Reviewers: Jacob Jenkins and Rebecca Swender

E.3. Personnel

E.3.a. Certified

E.3.b. Classified

E.4. Other

E.4.a. The Board of Education is asked to consider and approve the updated meal price charges and Meal Charge Policy for 2026-27.

E.4.b. The Board of Education is asked to consider and approve the addition of the following new courses and additional credit to existing courses.

E.4.b.i. High School - Adding Graduation Requirement to Existing Course:

- *Adding outside of department:*

E.4.b.ii. Oral Communications to Agriculture Leadership and Communications

E.4.b.iii. New High School Course Offerings:

- *New General Elective* (needed as a result of end of FAID CTE pathway):

E.4.b.iv. Clothing and Sewing

- *New CTE Elective:*

E.4.b.v. Teaching Observation

- *New CTE GCCC Elective:*

E.4.b.vi. GCCC Criminal Procedures

- *New GCCC Elective to Earn Cert A* (part of 4 class block; other 3 have been approved):

E.4.b.vii. GCCC Introduction to Robotics and Embedded Systems

E.4.c. The Board of Education is asked to consider and approve the bid from Diamond Roofing, in the amount of $211,000.00 for the base and alternate roofing project at Florence Wilson Elementary School.

E.4.d. The Board of Education is asked to consider and approve the bid from TATRO Plumbing, in the amount of $118,397.00 for water heater replacement at Garden City High School.

E.4.e. The Board of Education is asked to consider and approve the bid of TATRO Plumbing, in the amount of $898,127.00 for the base bid and alternate, option #2, for Garfield Early Childhood Center HVAC.

E.4.f. The Board of Education is asked to consider and approve a Memorandum of Understanding between Garden City Public Schools USD 457 and SparkWheel, Inc. for the 2026-2027 and 2027-2028 school years in the amount of $30,000.00.

E.4.g. The Board of Education is asked to consider and approve out of state travel for the Jennie Barker Elementary School Robotics team to attend the VEX IQ World Championship in St. Louis, Missouri, April 28–30, 2026.

F. **UNFINISHED BUSINESS**

F.1. Bond Refinancing (action requested)

The Board of Education is asked to consider and adopt a RESOLUTION AUTHORIZING AND PROVIDING FOR THE SALE, ISSUANCE AND DELIVERY OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2026, OF THE UNIFIED SCHOOL DISTRICT NO. 457,

FINNEY COUNTY, KANSAS (GARDEN CITY), FOR THE PURPOSE OF PROVIDING FUNDS TO REFUND A PORTION OF THE ISSUER'S OUTSTANDING GENERAL OBLIGATION BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

F.2. The Board of Education is asked to consider and approve the bid from Star Commercial Flooring for Jennie Barker Elementary School in the amount of $64,982.24.

F.3. The Board of Education is asked to consider and approve the bid from Star Commercial Flooring for Plymell Elementary School in the amount of $65,113.23

G. **NEW BUSINESS**

G.1. Student Funds Bank RFPs (First read, action requested)

G.2. Appoint Authorized Representative for School Food Service Programs (First Read, action requested)

H. **NEXT BOARD MEETING**

The next regular meeting of the Board of Education will take place on Monday, May 11, 2026, at 6:00 PM in the Board Meeting Room at the Educational Support Center, 1205 Fleming St., Garden City, Kansas.

I. **ADJOURNMENT**

GARDEN CITY PUBLIC SCHOOLS

DRAFT* MINUTES *DRAFT

Regular Board of Education Meeting Monday, April 13, 2026 - 6:00 PM

Board Meeting Room, Educational Support Center, 1205 Fleming Street,
Garden City, KS 67846

The Board of Education of Garden City USD 457 met for a Regular meeting on Monday, April 13, 2026, at 6:00 PM in the Board Meeting Room, Educational Support Center, 1205 Fleming Street, Garden City, KS 67846.

Board members present were Jacob Jenkins; Katherine Cole; Mark Hinde via Webex video conference calling; Randy Ralston; Rebecca Swender; Robin Bergkamp. Nathan Haeck was absent. Joining board members at the conference table was Superintendent, Josh Guymon. Also in attendance were Drew Thon, Deputy Superintendent; Steve Nordby, Assistant Superintendent; and Jessica Nothern, Chief Financial Officer.

Vice President Mark Hinde called the meeting to order at 6:00 PM. Mr. Hinde stated that because he was in Topeka and attending the meeting via video conference call, and President Randy Ralston would be late to the meeting, the Board needed to elect a president pro tempore. The following action took place.

Action(s):
I move to elect Robin Bergkamp president pro tempore. This motion, made by Rebecca Swender and seconded by Jacob Jenkins,
Carried.

Bergkamp:	Yea
Cole:	Yea
Haeck:	Absent
Hinde:	Yea
Jenkins:	Yea
Ralston:	Absent
Swender:	Yea

A. **PLEDGE -** Everyone stood for the Pledge of Allegiance.

B. **SILENT REFLECTION** - Thirty seconds of silent reflection was observed.

C. **APPROVAL OF AGENDA** with the following amendments:

C.1. Additional certified and classified personnel actions for consideration, Consent Agenda, Item E.3.

C.2. Add Item G.10., New Business, The Board of Education is asked to consider and approve the 2026-2027 open seat capacities for Non-Resident Enrollment.

Action(s):

I move to approve the meeting agenda as amended. This motion, made by Rebecca Swender and seconded by Jacob Jenkins, Carried.

Bergkamp:	Yea
Cole:	Yea
Haeck:	Absent
Hinde:	Yea
Jenkins:	Yea
Ralston:	Absent
Swender:	Yea

Voting Summary: Yea: 5, Nay: 0, Absent: 2

D. **DELEGATIONS, Q & A, PUBLIC COMMENTS, RECOGNITIONS, COMMITTEE REPORTS**

D.1. **Recognition of Garden City High School State Wrestling Champions** Paul Lappin, Head Coach, introduced and recognized the GCHS Girls Wrestling team for winning the Girls Wrestling 6A State Championship as well as recognizing the individual state champions.

D.2. **Recognition of the Garden City High School Green Club** Whitney Linenberger, Lead Associate Principal, Garden City High School, introduced sponsor Mitchelle Perez and members of the Garden City High School Green Club. In attendance was Kansas Green Schools Director, Rachel Wahle, who presented the club with a flag for earning the first level of Green School Recognition, a Silver Globe of Excellence from Kansas Green Schools.

D.3. **Recognition of the KNEA Student Expression Campaign Winners** Levi Burnfin, GCHS Avid teacher, KNEA Southwest Chair and GCEA President, introduced and recognized three student winners in the KNEA Student Expression Campaign. The students shared the art pieces they presented in the campaign and explained their meaning. The winners were all recipients of a scholarship from KNEA.

D.4. **Building Report - Georgia Matthews Elementary School** Bryan Kott, Principal and the Student Lighthouse Team introduced themselves and presented a PowerPoint presentation reviewing the following.

- Mission

- Building Wildly Important Goals
- Family Involvement
- Student Activities
- Building Make-up
- What I Love About Georgia Matthews
- Invitation to Upcoming Events

Mr. Kott also shared that Georgia Matthews Elementary School has been recognized as an Apple Distinguished School for the 2026-2029 program term.

Board members' questions were answered.

E. **CONSENT AGENDA**

Action(s):
I move to approve all consent agenda items as amended. This motion, made by Rebecca Swender and seconded by Katie Cole, Carried.

Bergkamp:	Yea
Cole:	Yea
Haeck:	Absent
Hinde:	Yea
Jenkins:	Yea
Ralston:	Absent
Swender:	Yea

Voting Summary: Yea: 5, Nay: 0, Absent: 2

E.1. **Minutes**
E.1.a. Minutes of the March 26, 2026, Regular Board of Education Meeting
E.2. **Accounts Payable** totaling $595,339.26, noting that all major accounts contain adequate balances to meet current obligations.
E.3. **Personnel**
E.3.a. **Certified:**
RESIGNATIONS:
Annjela Abbey, Honey Coash, Vanessa Contreras, Rosa Diaz, Tyler Keiss, Lee Koch, Elsa Manalo, Erica Meng, Patricia Peitz-Carroll, Rene Rodrigueza, Katelyn Shoffner, Skyla Wehkamp
APPOINTMENTS:
Rianelle Abella, Chiara Banda-Padilla, Irene Caringal, Davida DeLeon,Olivia Galpin, Carolina Kudesey, Andrew Luna, Bailey Schirmer
TRANSFERS:
- Roque Alferez – from adaptive/interrelated position at Garden City High School to third grade position at Buffalo Jones Elementary School.
- Sarai Alvarez – from first grade position at Buffalo Jones Elementary School to second grade position at Buffalo Jones Elementary School.

- Joyce Aranda – from administrator intern position at Alta Brown Elementary School / Abe Hubert Elementary School to principal position at Florence Wilson Elementary School.
- Norma Castro Barbosa – from second grade position at Victor Ornelas Elementary School to interventionist position at Victor Ornelas Elementary School.
- Ivonne Barron Gomez – from an interventionist position at Florence Wilson Elementary School to fourth grade position at Florence Wilson Elementary School.
- Claire Cartujano – from second grade position at Gertrude Walker Elementary School to third grade position at Gertrude Walker Elementary School.
- Ronald Daquipil – from third grade position at Georgia Matthews Elementary School to second grade position at Georgia Matthews Elementary School.
- Rosemary Erives – from third grade position at Buffalo Jones Elementary School to interventionist position at Abe Hubert Elementary School.
- Megan Ford – from third grade position at Jennie Barker Elementary School to instructional coach/interventionist position at Jennie Barker Elementary School.
- Laura Ibarra-Arreguin – from interventionist position at Edith Scheuerman Elementary School/Abe Hubert Elementary School to first grade position at Buffalo Jones Elementary School.
- Roman Malitan – from English language arts position at Charles Stones Intermediate Center to mathematics position at Charles Stones Intermediate Center.
- Laura Martinez – from a second grade position at Florence Wilson Elementary School to an interventionist position at Florence Wilson Elementary School.
- Jasmin Monino – from fourth grade position at Victor Ornelas Elementary School to second grade position at Victor Ornelas Elementary School.
- Kathryn Ochampaugh – from adaptive/interrelated position at Garfield Early Childhood Center to music and movement position at Garfield Early Childhood Center.
- Sarah Orozco – from sixth grade position at Jennie Barker Elementary School to third position at Jennie Barker Elementary School.
- Sharon Purdy – from mathematics position at Charles Stones Intermediate Center to mathematics position at Kenneth Henderson Middle School.
- Justin Reich – from principal position at Jennie Barker Elementary School to principal position at Garden City Achieve.
- Paige Reich – from English language arts position at Garden City High School to instructional coach position at Garden City High School
- Arely Rico – from first grade position at Alta Brown Elementary School to first grade position at Jennie Wilson Elementary School.
- Rosemarie Rizon – from first grade position at Gertrude Walker Elementary School to second position at Gertrude Walker Elementary School.
- Chelsea Scheffer – from movement and music position at Garfield Early Childhood Center to adaptive/interrelated position at Garfield Early Childhood Center.
- Jenette Turpin – from adaptive/interrelated position at Garden City High School to mathematics position at Garden City High School.

- Stormy Venable – from science/social studies position at Charles Stones Intermediate Center to an English language arts position Charles Stones Intermediate Center.

CONTRACT RECOMMENDATIONS:
The following certified staff are recommended for renewal of contract for the 2026-2027 academic year:

Radney Jay Abing
Exna Aburto
Sidney Acker
Jacqueline Acosta-Piedra
Alexa Aldaco
Becky Alexander
Roque Alferez
Carla Algrim
Derek Algrim
Dustin Algrim
Jillian Algrim
Lance Allred
Sylvia Alvarado
Miguel Alvarez
Sarai Alvarez
Alyson Amos
Jose Anaya Alarcon
Amy Anderson
Angela Anderson
Cade Anderson
Anna Lorraine Ansit
Brichie Aquino
Josephine Aquino
Patrick Aquino
Valeria Arambula Rascon
Emily Arellano
Mary Rose Arenga
Jennifer Armstrong
Amy Arteaga
David Arteaga
Stephanie Arteaga
Ruby Aseniero
Madison Ayala
Elsa Bacurnay
Sarah Jane Baguio
Nathaniel Bailey
Yurhico Balagbis
Edelita Barbosa
Melissa Barrett
Ivonne Barron-Gomez
Alyssa Basilio
Alana Bates-Aronson
Brooke Bayer
James Beard
Kayleigh Beard
Roni Beaver
Teri Beaver
Kambra Becker
Tasha Beckstrom
Kyra Bellows
Lauren Bendert
Carleen Bercero
Heidi Berg
William Bernhardt-Purdy
Tylee Biera
Janae Biernacki
Maria Biernacki
Addyson Bjurstrom
Jenny Bjurstrom
Megan Blake
Larae Boaldin
Mary Grace Bobares
Johnanna Borden
Markita Bowden
David Brager
Aimee Brandt
Asia Briggs
Buffi Brimm
Jana Brown
Megan Brungardt
Alysan Buehler
James Burnfin
Rebecca Burnfin
Kristopher Bussen
Cedie Caballero
Love Herma Cadiong
Brett Cady
Lisa Cady
Marvin Calanoc
Amy Calderon
Katrina Calvin
Joyce Jane Campana
Ellvan Campos
Hugo Cano
Clarie Ann Capin
Britzi Carreon
Ana Carrillo
Mary Carrillo
Claire Cartujano
Antonia Casados
Rellyn Jade Casanova
Ana Castaneda Bautista
Stacy Castoe
Cecilia Castro-Barbosa
Norma Castro-Barbosa
Dawnie Casuga
Richard Chandler
Marisol Chavarria
Xing Chen
Michelle Christensen
Danica Contreras
Vanessa Contreras
Eli Copeland
Michael Corpuz
Sheila Corpuz
Megan Crain
Ciara Crandall
Dema Cruz
Mark Shera Cruz
Lavina Cudog
Kimberly Currin
Hannah Curtis
Ludmilla Dabajo
Maritess Dalida
Ivone Damian-Chanocua
Ronald Daquipil
David Darter
Kaylene Daugaard
Linda Davis
Vanessa Davis
Matt Judson De La Cruz
Amber Dechant
Carrie Decius
Dolores Dela Cruz
Desiree Delehant
Mary Deleon
Dan Delgado
Jessica Demel
Breann Dennis

Angela Denton
Traci Desalvo
Joan Detera
Rajneesh Devgan
Aubrie N
Brian Dinkel
Karen Divis
Isabel Dixon
Annette Doll
Angela Donovan
Ember Dortch
Megan Doull
Seth Drees
Sarah Drubinskiy
Chris Duncan
Jeffrey Dunlap
Jay Edwards
Lindsay Edwards
Isabel Elchuck
Diane Elliott
Maria Erives
Ana Espino
Shayne Esquillo
Rosita Estrada
Jessica Falor
Kaitlynn Fears
Catherine Fick
Brandon Fisher
Kimberly Fisher
Nicole Fitzsimmons
Estefany Flores Marte
Megan Ford
Kimberly Freeland
Romyr Gabon
Jc Jun Gallera
Allan Garcia
Daniella Garcia
Monica Gardiner
Sarah Gere
Amber Gerstberger
Tyrone Gil
Darlene Gillan
Scott Glass
Marissa Gonzales
Ryli Gottschalk
Asa Gottsponer
Sandra Goytia
Dawn Graham
Taryn Greenlee
Alyssa Greenlee
Beau Guadian
Marina Guardiola
Maritza Guerrero
Fabiola Gutierrez
Mendoza
Mary Guymon
Faithe Haeck
Amber Haggard
Kaitlin Hahn
Kathryn Hahn
Brynne Hamlin
Emily Hamlin Deloach
Brandon Hammond
Stephanie Hammond
Travis Hammond
Jennifer Hands
Brenda Harder
Kelly Harman
Linda Harmon
Cheryl Harris
Ashley Hass
Barbara Hauschild
Molly Hayes
Skylar Hayes
Lori Hays
John Heavner
Tiffany Heavner
Paul Heddings
Traci Heiman
Sheena Hemmert
Kayla Henningsen
Trevor Henningsen
Elida Hernandez
Marisela Hernandez
Samantha Hernandez
Alberto Hernandez-Martinez
Sydney Hess
Ma Jerone Higida
Reagan Hill
Kylee Hipp
Ericka Hoff
Carady Holguin
Blair Holliday
Dustin Hopkins
Bethany Howard
Vilma Huber
Elizabeth Huck
Daniel Humalatag
Divina Humalatag
Ashley Hurd
Laura Ibarra Arreguin
Leslie Irang
Darla Jackson
Maricela Janas
Kelley Jenkins
Nicole Jeter
Amanda Johnson
Jana Johnson
Mellaina Johnson
Rupa Johnson
Yadira Juarez-Soto
Gene Juno
Biju Ramanthan Kalarikkal
Raghi Kalarikkal
Zachary Karlin
Katelyn Keiss
Kayla Kendrick
Jan Kennedy
Jana Kennemer
Rebecca Kilgore
Kelly Kinyon
Rebecka Kirk
Danica Kitch
Lucy Kitch
Katie Knechtel-Steinle
Heather Kneeland
Lana Knoll
Angela Koehn
Katelynn Koehn
Rocio Koehn
Elizabeth Koekemoer
Natalie Konrade
Danielle Kott
Alyvea Krehbiel
Kimberly Kreutzer
Hallie Kristalyn
Kyler Lamb
Jerica Lamm
Paul Lappin
Tonya Lappin
Brandon Lawrence
Alexis Lemons
Dora Leon
Tessa Leonard
Christi Lewis
Christopher Ligan
Lhenie Belle Limpoco
Kevin Linenberger
Krista Linenberger
Joy Lingenfelter
Kay Linville
Torie Livermore

Kaylen Lobmeyer
Marday Rose Logro
Kristyn Lollar
Karan Long
Alexander Lopez
Shirley Lopez
Ammi Lopez Rodriguez
Alexander Lopez-Contreras
Juana Loya
Mary Rose Lumacang
Steven Lynch
Lorena Madera
Alberto Madilo
Stella Madilo
Courtney Main
Robert Majeski
Elisabeth Maldonado
Roman Malitan
Juvy Mangulabnan
Kellie Mann
Elizabeth Marchant
Cara Marquez
Cynthia Marsh
Maria Nikki Martin
Abigail Martinez
Beatriz Martinez
Brenda Martinez
Laura Martinez
Maria Martinez
Madelyn Martinez-Blackwell
Crystal Martinez-Rojo
Elaine Mayfield
Jill Mayfield
Ramona Mccallum
Heather Mccolloch
Morgann Mcmillan
Beh Meh
Aleecya Meinert
Tracy Meinzer
Nema Mendoza
Erica Meng
Jennifer Meng
Tyler Meng
Mershawn Mesa
Veronica Meza
Kathryn Mikkelson
Kaitlyn Miller
Summer Miller
Amanda Miner
Lucas Moll
Jasmin Monino
Sofia Montoya Ortiz
Jordyn Moore
Lexie Moore
Mitchell Moore
Tamillia Moore
Katrina Moquett
Carrie Moser
Heather Mouse
Juliana Munoz
Wendy Murray
Donald Murrell
Kelly Myatt
Cassandra Myerhoff
Hilde Napenas
Elisheba Natividad
Josue Negron
Brian Nelson
Darci Nelson
Michelle Newsome
Elizabeth Niedomys
Kristi Nordby
Jenna Nunez
Kathryn Ochampaugh
Kevin Ochampaugh
Alexander Olinger
Stacy Oller
Kathryn Oman
Angela Onida
Sarah Orozco
Cecilia Ortega
Olivia Ortega
Anthony Ortiz
Judith Ortiz
Laura Ortiz
Leginia Ortiz
Sahyra Ortiz
Victoria Padilla
Laura Pahls
Anita Palmer
Karla Pammenter
Tatum Parker
Ashley Partin
Jasper Partin
Kimberly Partin
Ryan Partin
Cesar Ryan Patac
Gilbert Perea, Jr
Holli Perez
Kevin Perez
Mitchelle Perez
Jesyka Perez-Cabrera
Keri Petersen
Tamara Piccone
Kellie Pitts
Gregory Plude
Rebecca Plude
Clay Porterfield
Andrew Potts
Linda Powell
Ashley Powers
Joseph Price
Carlos Prieto
Sharon Purdy
Japheth Quilicol
Maria Quintanar
Michael Radke
Wisley Rait
Alicia Ramirez
Michelle Ramirez
Wilfredo Ramirez Jr
Rosalba Ramos
Marites Rapas
Belinda Rascon
Pearl Rassette
Miriam Ravichagua Varillas
Sara Reep
Paige Reich
Nicah Requilme
Sindy Reyes
Veronica Reyes
Traci Ridder
Manuel Rios
Klelia Rivas
Rosemarie Rizon
Jackie Robinson
Karri Robles
Yalena Rodriguez
Rosa Rodriguez-Garcia
Abigail Rodriguez-Gonzalez
Dillon Rojas
Angelica Romero
Joseph Napoleon Rosas
Rica Rosas
Haley Rotenberger
Grecia Rubio
Concepcion Ruiz
Celeste Rundell-Biernacki
Garrett Runnion

Jenefer Sabido
Jessica Saddler
Josefina Saenz
Maribel Sanchez
Jennifer Sanders
Sara Sanders
Maria Santos
Joshua Sauer
Chelsea Scheffer
Chelsea Scheib
Jamie Schnaithman
Jane Schneider
Mitchell Schneider
Lisa Schwartz
Angelica Selvas
Jacob Seyferth
Sara Shill
Breckan Shrimplin
Sarah Shrimplin
Kristie Sigle
Cheston Skinner
Brooklen Skipton
Randall Sleep
George Smith
Lori Smith
Roberta Smith
Shane Smith
Norman Smithson
David Snodgrass
Kelley Snodgrass
Andrea Sobba
Anne Solis
Miriam Solorzano Aguirre
Caitlin Sotelo
Lupita Sotelo-Serrano
Michelle Spangler
Kara Steel
Cayla Steinert
Donna Stephens
Andrea Stevenson
Ariel Stoppkotte
Kristie Strecker
Sydney Strickert
Stacy Stucky
Kenneth Suba An
Megan Suderman
Stephanie Sullivan
Luke Swedberg
Roger Syng
Deo Talao
Melissa Tatro
Wendi Terpstra
Sandra Terrazas
Andrew Thiesen
Kayla Thomas
Kelsey Thompson
Madison Thompson
Mechele Thompson
Michelle Thompson
Kristen Thon
Russell Tidwell
Jayson Timtiman
Maricel Timtiman
Anabel Tonche
Lindsey Torres
Keyhana Turner
Lisa Turner
Jenette Turpin
Katrina Unger
Kerry Unruh
Amy Vainerere
Isidro Valerio
Yudith Valerio
Juliana Valles
Mark Van Savage
Alicia Vanegmond
Jannel Varela-Marquez
Jodi Vargas
Rocio Vega
Eric Velander
Stormy Venable
Lupe Vera
Viky Veyza
Juan Vicente-Ramos
Amber Vigil
Maricela Villa
Silvia Villatoro
Jose Vital Caro
Tessa Wadel
Jacob Waller
Laura Walsh
Candace Waltz
Barbara Walz
Hillary Watson
Mitchell Watson
Tammi Weaver
Michelle Wells
Michelle Wells-Woods
Brent Wheaton
Christina Whitley
Stephanie Wick
Nancy Wilson
Alyssa Windle
Sarah Wise
Theresia Woods
Katie Workman
Tara York
Kristina Younkman
Abbie Zimmerman

The following certified staff are recommended for non-renewal of contract for the 2026-27 academic year:

Teresa Arvizu
Sydney Faulconer
Luisa Hopkins
Carrie Pak
Rene Rodrigueza
Perla Carrasco
Savannah Foster
Ana Martinez
Sompathana Phitsanoukanh
Brenda Terrazas-Leyva
Dale Dvorak
Olivia Garcia
Mary Lynn Morton
Arely Rico

TUITION REIMBURSEMENT AGREEMENTS:
Kyra Bellows – Master's Degree
Megan Ford – Master's Degree
Abigail Rodriguez Gonzalez – Special Education

POSITION REQUESTS:
Position changes effective for the 2026-27 academic year:

- Closed 1.0 first grade position at Gertrude Walker Elementary School
- Opened 1.0 third grade position at Gertrude Walker Elementary School
- Closed 1.0 first grade position at Buffalo Jones Elementary School
- Closed .50 interventionist position at Edith Scheuerman Elementary School
- Closed .50 interventionist position at Abe Hubert Elementary School
- Closed 1.0 library media position at Georgia Matthews Elementary School
- Closed 1.0 library media position at Gertrude Walker Elementary School
- Opened 1.0 interventionist position at Abe Hubert Elementary School
- Opened 1.0 interventionist position at Edith Scheuerman Elementary School
- Opened 1.0 interventionist position at Alta Brown Elementary School
- Opened .50 Library media position at Gertrude Walker Elementary School /.50 library media position at Georgia Matthews Elementary School
- Closed .05 Gertrude Walker Elementary School / .50 Alta Brown Elementary School interventionist position
- Moved .50 Victor Ornelas Elementary School interventionist position to Alta Brown Elementary School
- Closed 1.0 third grade at Georgia Matthews Elementary School
- Opened 1.0 second grade at Georgia Matthews Elementary School

E.3.b. **Classified**

Termination: Sydney Bunch
Retirements: Joan Scherman, Jamie Schweer, Manuela Vigil
Resignations: Frances Cox, Daniel Herrada, Damaris Lopez, Zolia Ninabuck, Grace Schimmels
Assignments: Sydney Bunch, Kelsey Estrada, Jose Hernandez
Transfers:

- Jesus Avila II from Bus Driver at Transportation Center to Mechanic Transportation Center
- Jesse Garcia from Mechanic at Transportation Center to Substitute Bus Driver at Transportation Center
- Nora Paredes from Paraprofessional I at Georgia Matthews Elementary School to Paraprofessional II at Georgia Matthews Elementary School
- Noelia Saldana from Nutrition I at Garden City High School to Nutrition II at Jennie Barker

F. **BOARD REPORTS**

F.1. **AVID Program** Dr. Virginia Duncan, Director of Secondary Curriculum and Instruction, presented a PowerPoint presentation reviewing the following.

- AVID Mission
- USD 457 Garden City Public Schools Mission and Vision
- What is AVID
- Why AVID
- How it all Started
- The AVID College and Career Readiness Framework
- AVID Transforms Teaching and Learning Across Grades PreK-12
- AVID Elementary
- Sample Week in the AVID Elective

- AVID Impact: 2024-2025 Student Data
- How we ADVIDize
- WICOR: Strategy-Based Instruction
- AVID Professional Learning
- AVID Impact
- AVID Journey
- AVID Demonstration School

Board members' questions were answered.

F.2. **KESA Plan** Steve Nordby, Assistant Superintendent, presented a PowerPoint Presentation reviewing the following.

- KESA – Kansas Education Systems Accreditation
- Kansas School Improvement Model
- Fundamentals
- Structures
- Lead Indicators
- Measures of Progress
- USD 457 KESA Team
- 2025-26 Progress
- 2026-27 Plan

Board members' questions were answered.

Randy Ralston arrived to the meeting at 7:26 PM and began presiding as President.

G. **NEW BUSINESS**

G.1. **Meal Charge Policy 2026-27 (First Read)** Jessica Nothern, Chief Financial Officer, presented the following.

Each school year, Nutrition Services is obligated to bring forth the Nutrition Service's Meal Charge Policy and school lunch prices for approval. The 2026-2027 pricing was presented. It includes a price increase of $.25 at each grade level. Approval of the Meal Charge Policy was recommended.

Board members' questions were answered. The item will be on the consent agenda at the following meeting.

G.2. **The Board of Education is asked to consider and approve the addition of the following new courses and additional credit to existing courses. (First Read)** Dr. Virginia Duncan, Director of Secondary Curriculum and Instruction, presented the following items from the Curriculum Council.

G.2.a. High School - Adding Graduation Requirement to Existing Course:

- *Adding outside of department:* Oral Communications to Agriculture Leadership and Communications

G.2.b. New High School Course Offerings:

- *New General Elective* (needed as a result of end of FAID CTE pathway): Clothing and Sewing
- *New CTE Elective:* Teaching Observation

- *New CTE GCCC Elective:* GCCC Criminal Procedures
- *New GCCC Elective to Earn Cert A* (part of 4 class block; other 3 have been approved): GCCC Introduction to Robotics and Embedded Systems

Board members' questions were answered. The item will be on the consent agenda at the following meeting.

G.3. **Jennie Barker Elementary School Flooring (First Read)** Brandon Anderson, Director of Plant Facilities, presented the following.

Mr. Anderson stated that bids were received for the both of the flooring projects he's presenting tonight, he later learned that asbestos abatement would be recommended at both Jennie Barker and Plymell. Since the bids included removal of the existing flooring and that will no longer be needed due to the asbestos abatement, the final cost will be lower than the bids state. The cost of the asbestos abatement will be presented to the board at a later time. His recommendation was to accept the bid of Star Commercial Flooring, in the amount of $64,982.24, for Jennie Barker Elementary School flooring.

Board members' questions were answered. The item will be on the consent agenda at the following meeting.

G.4. **Plymell Elementary School Flooring (First Read)** Brandon Anderson, Director of Plant Facilities, presented the following.

Mr. Anderson again addressed the asbestos abatement issue with the information stated in the above item. His recommendation was to accept the bid of Star Commercial Flooring, in the amount of $65,113.23, for Plymell Elementary School flooring.

Board members' questions were answered. The item will be on the consent agenda at the following meeting.

G.5. **Florence Wilson Elementary School Roofing (First Read)** Brandon Anderson, Director of Plant Facilities, presented the bid information, recommendation was to accept the bid of Diamond Roofing, in the amount of $211,000.00 for the base and alternate. (Sections A & D)

Board members' questions were answered. The item will be on the consent agenda at the following meeting.

G.6. **GCHS Water Heater (First Read)** Brandon Anderson, Director of Plant Facilities, presented the bid information, recommendation was to accept the bid of TATRO Plumbing, in the amount of $118,397.00.

Board members' questions were answered. The item will be on the consent agenda at the following meeting.

G.7. **Garfield Early Childhood Center HVAC** (First Read) Brandon Anderson, Director of Plant Facilities, presented the bid information, recommendation was to accept the bid of TATRO Plumbing, in the amount of $898,127.00 for the base bid and alternate. (Option #2)

Board members' questions were answered. The item will be on the consent agenda at the following meeting.

G.8. **Boundary Study RFP** (First Read, action requested) Drew Thon, Deputy Superintendent, presented the following information.

As part of the district's long-range facilities and grade reconfiguration planning, administration is requesting Board of Education approval to issue a Request for Proposals (RFP) to qualified firms to conduct a comprehensive Kindergarten through 8th grade boundary study.

Board members' questions were answered. The item will be on the consent agenda at the following meeting.

Action(s):
Mr. President, I move to approve the Boundary Study Request for Proposals as presented. This motion, made by Rebecca Swender and seconded by Jacob Jenkins, Carried.

Bergkamp:	Yea
Cole:	Yea
Haeck:	Absent
Hinde:	Yea
Jenkins:	Yea
Ralston:	Yea
Swender:	Yea

Voting Summary: Yea: 6, Nay: 0, Absent: 1

G.9. **The Board of Education is asked to consider and approve a Memorandum of Understanding between Garden City Public Schools USD 457 and SparkWheel, Inc. for the 2026-2027 and 2027-2028 school years in the amount of $30,000.00. (First Read)** Steve Nordby, Assistant Superintendent, presented the following.

GCHS has partnered with SparkWheel for over a decade. SparkWheel provides direct services to hundreds of students and families in need of support in the areas of; academics, life skills development, positive behavior supports, and attendance. SparkWheel also facilitates our annual Future Now Finance event that brings in community members to engage with students as they explore careers and personal finance. GCHS is in support of the continuation of our partnership with SparkWheel (formerly Communities in Schools) for the 2026 through 2028 school year.

Jacob Jenkins left the meeting room at 8:31 PM and returned to the meeting room at 8:32 PM.

Board members' questions were answered. The item will be on the consent agenda at the following meeting.

G.10. **The Board of Education is asked to consider and approve the 2026-2027 open seat capacities for Non-Resident Enrollment. (First Read, action requested.)** Drew Thon, Deputy Superintendent, presented the following information.

Each year, the Kansas State Department of Education requires school districts to report the number of projected available seats for open enrollment, broken down by grade and school. Districts are required to determine and publicly disclose the number of open seats in each grade level by May 1 annually.

Action(s):
Mr. President, I move to approve the 2026-2027 open seat capacities for Non-Resident Enrollment. This motion, made by Rebecca Swender and seconded by Katie Cole, Carried.

Bergkamp:	Yea
Cole:	Yea
Haeck:	Absent
Hinde:	Yea
Jenkins:	Yea
Ralston:	Yea
Swender:	Yea

Voting Summary: Yea: 6, Nay: 0, Absent: 1

H. **BOARD OPEN DISCUSSION**

- **Mark Hinde** stated that it was good to hear from the students at Georgia Matthews Elementary School. He also stated that it is always a challenge to attend the meeting virtually and that he wished he could have been there in person.
- **Jacob Jenkins** congratulated the Girl's Wrestling team on their state title. He also stated that it was great to see the Student Lighthouse Team from Georgia Matthews Elementary School showing an example of leadership that will encourage others to become leaders as well.
- **Randy Ralston** stated that he appreciated everyone's hard work and that he knows the district will keep moving forward.
- **Rebecca Swender** congratulated the Girl's Wrestling Team. She also stated that it was great to learn more about the district programs that presented tonight.
- **Robin Bergkamp** stated that she is always amazed at the way the kiddos are developing leadership skills. She also stated that she really appreciates the time that the district puts into preparing the meetings for the board and the information they provide and that it makes the board's job easier to do.
- **Katie Cole** congratulated the KNEA student expression campaign winners. She commended all of tonight's student speakers on their public speaking skills. She also stated that it is great to hear from all of the kids about the things that they get to do and the ways that they're fostering their passions and their futures.
- **Josh Guymon** stated that tonight was a great example of a lot of really good things that are going on in the district. He stated that they got to hear a lot of great leadership things that are happening with our teachers and with our administrators, and also some really cool things that our kids are doing. He stated that it was a great night to see a lot of different things that are happening at different levels and at different buildings. He also mentioned the many end-of-year activities that will be coming up in the next month.

I. **NEXT BOARD MEETING** - The next regular meeting of the Board of Education will take place on Thursday, April 30, 2026, at 5:00 PM in the Board Meeting Room at the Educational Support Center, 1205 Fleming St., Garden City, Kansas.

J. **EXECUTIVE SESSION - After the completion of all other business, the Board of Education will adjourn to executive session for the following reason:**

J.1. **Consultation with an attorney for the body or agency which would be deemed privileged in an attorney-client relationship.**

Action(s):
Mr. President, I move we go into executive session for 15 minutes, to discuss possible litigation with an attorney pursuant to the exception for matters which would be deemed privileged in the attorney-client relationship under KOMA, beginning at 8:50 PM and the open meeting will resume in the Board Meeting Room at 9:05 PM. I would like to invite Josh Guymon, Drew Thon and Jennifer Cunningham to join us in executive session. This motion, made by Rebecca Swender and seconded by Jacob Jenkins, Carried.

Bergkamp:	Yea
Cole:	Yea
Haeck:	Absent
Hinde:	Yea
Jenkins:	Yea
Ralston:	Yea
Swender:	Yea

Voting Summary: Yea: 6, Nay: 0, Absent: 1

The open meeting resumed in the board meeting room at 9:05 PM. No action was taken.

J.2. **Matters relating to employer-employee negotiations, whether or not in consultation with the representative or representatives of the body or agency.**

Action(s):
Mr. President, I move we go into executive session for 10 minutes, to discuss negotiations for the 2026-27 school year, pursuant to the exception for employer-employee negotiations under KOMA, beginning at 9:06 PM and the open meeting will resume in the Board Meeting Room at 9:16 PM. I would like to invite Josh Guymon, Drew Thon, Steve Nordby and Jessica Nothern to join us in executive session. This motion, made by Rebecca Swender and seconded by Jacob Jenkins, Carried.

Bergkamp:	Yea
Cole:	Yea
Haeck:	Absent
Hinde:	Yea
Jenkins:	Yea
Ralston:	Yea
Swender:	Yea

Voting Summary: Yea: 6, Nay: 0, Absent: 1

The open meeting resumed in the board meeting room at 9:16 PM. No action was taken.

J.3. **Personnel matters for non-elected personnel.**

Mr. President, I move we go into executive session for 10 minutes, to discuss an individual employee's performance, pursuant to the non-elected personnel exception under KOMA, beginning at 9:18 PM and the open meeting will resume in the Board Meeting Room at 9:28 PM. I would like to invite Josh Guymon to join us in executive session. This motion, made by Rebecca Swender and seconded by Robin Bergkamp, Carried.

Bergkamp:	Yea
Cole:	Yea
Haeck:	Absent
Hinde:	Yea
Jenkins:	Yea
Ralston:	Yea
Swender:	Yea

Voting Summary: Yea: 6, Nay: 0, Absent: 1

The open meeting resumed in the board meeting room at 9:28 PM. The following action was taken.

That the Board of Education extend the executive session for 10 minutes beginning at 9:38 PM and the open meeting will resume at 9:48 PM. This motion, made by Robin Bergkamp and seconded by Katie Cole, Carried.

Bergkamp:	Yea
Cole:	Yea
Ralston:	Yea
Swender:	Yea

Voting Summary: Yea: 4, Nay: 0

The open meeting resumed in the board meeting room at 9:48 PM. No action was taken.

K. **ADJOURNMENT -** There being no further business to come before the board, the following action was taken.

That the Board of Education meeting be adjourned at 9:50 PM. This motion, made by Rebecca Swender and seconded by Katie Cole, Carried.

Bergkamp:	Yea
Cole:	Yea
Haeck:	Absent
Hinde:	Yea
Jenkins:	Yea
Ralston:	Yea
Swender:	Yea

Voting Summary: Yea: 6, Nay: 0, Absent: 1

Respectfully submitted,

Approved:

Jennifer Ramos, Clerk

Randy Ralston, President

BOARD OF EDUCATION

Certified Personnel Actions

April 30, 2026

RESIGNATIONS:

William Bernhardt-Purdy, behavioral specialist at the Educational Support Center, is submitting his letter of resignation effective May 22, 2026.

Bethany Howard, adaptive/interrelated teacher at Garden City High School, is submitting her letter of resignation effective May 22, 2026.

Booklen Skipton, English language arts teacher at Charles Stones Intermediate Center, is submitting her letter of resignation effective May 22, 2026.

Stephanie Wick, English language arts teacher at Garden City High School, is submitting her letter of resignation effective May 22, 2026.

Brent Wheaton, mathematics teacher at Garden City High School, is submitted his letter of resignation effective May 22, 2026

APPOINTMENTS:

Miguel Lopez-Lemus, Garden City, Kansas, is recommended for an adaptive/interrelated position at Garden City High School effective for the 2026-2027 academic year. He is a first year teacher.

Jesykah Foster, Garden City, Kansas, is recommended for a preschool position at Garfield Early Childhood Center effective for the 2026-2027 academic year. She is a first year teacher.

Mindie Cooper, Garden City, Kansas, is recommended for an adaptive/interrelated position as Garden City Achieve for the 2026-2027 academic year. She will be a T2T participant through Fort Hays State University.

Albert O'Connor, Kearney, Nebraska, is recommended for a social studies position at Garden City High School effective for the 2026-2027 academic year. He is a first year teacher.

Michelle Thompson, Lakin, Kansas, is recommended for an administrator intern position at Alta Brown Elementary School / Abe Hubert Elementary School for the 2026-2027 academic year. She is a former USD 457 teacher with eighteen years' experience.

Omar Trujillo, Pittsburg, Kansas, is recommended for a music instrumental band position at Bernadine Sitts Intermediate Center / Charles Stones Intermediate Center effective for the 2026-2027 academic year. He is a first year teacher.

TRANSFERS:

Chiara Banda-Padilla – from kindergarten position at Alta Brown Elementary School to first grade position at Alta Brown Elementary School.

Matt De La Cruz – from adaptive/interrelated position at Alta Brown Elementary School to school psychologist position at the Educational Support Center.

Christopher Ligan – from adaptive/interrelated position at Alta Brown Elementary School to school psychologist position at the Educational Support Center.

Ramona McCallum – from gifted position at Garden City High School to English language arts position at Garden City High School.

Manual Rios – from adaptive/interrelated position at Victor Ornelas Elementary School / Jennie Barker Elementary School to interventionist position at Edith Scheuerman Elementary School.

CONTRACT RECOMMENDATION:

Requesting that the recommendation on April 13, 2026 for Brenda Terrazas-Leyva be changed from non-renewal to renewal. She has completed requirements for Kansas teaching license.

Adoption of final resolution to non-renew contract:

Teresa Arvizu
Perla Carrasco
Dale Dvorak
Sydney Faulconer
Savannah Foster
Olivia Garcia
Luisa Hopkins
Ana Martinez
Mary Lynn Morton
Carrie Pak
Sompathana Phitsanoukanh
Arely Rico

POSITION CHANGES:
Gina Galpin, special education director, is requesting the following position changes for the 2026-2027 academic year:

- Close 1.0 adaptive/interrelated position at Garden City High School
- Open 1.0 school psychologist position at the Educational Support Center

BOARD OF EDUCATION

Addendum to Certified Personnel Actions

April 30, 2026

RESIGNATIONS:

Katelynn Koehn, science teacher at Plymell Elementary School, is submitting her letter of resignation effective May 22, 2026.

Ana Martinez – fourth grade teacher at Alta Brown Elementary School, is submitting her letter of resignation effective May 22, 2026.

Lisa Schwartz – English language arts teacher at Kenneth Henderson Middle School, is submitting her letter of resignation effective May 22, 2026.

TRANSFERS:

Tylee Biera – from English language arts position at Garden City High School to fifth grade position at Charles Stones Intermediate Center.

Buffy Brimm – from adaptive/interrelated position at Charles Stones Intermediate Center to English language arts position at Charles Stones Intermediate Center.

Rellyn Jade Casanova – from social studies position at Charles Stones Intermediate Center to fifth grade position at Charles Stones Intermediate Center.

Annette Doll – from business/computer position at Garden City High School to English Languages arts position at Garden City High School.

Gene Juno – from English language arts position at Charles Stones Intermediate Center to social studies/science position at Charles Stones Intermediate Center.

Kristie Sigle– from adaptive/interrelated position at Edith Scheuerman Elementary School to fourth grade position at Edith Scheuerman Elementary School.

Stormy Venable – from a fifth grade position at Charles Stones Intermediate Center to an English language arts position at Charles Stones Intermediate Center.

BOARD OF EDUCATION

Classified Personnel Actions

April 30, 2026

RETIREMENTS	POSITION	BUILDING	DATE
Correction to change from Resign to Retirement Jamie Schweer	After School Program Facilitator	Gertrude Walker Elementary School	5/29/2026

RESIGNATIONS	POSITION	BUILDING	DATE
Jesse Garcia	Substitute Bus Driver	Transportation Center	3/17/2026
Mirtha Arzate Lara	Paraprofessional III	Edith Scheuerman Elementary School	4/10/2026
Elizabeth Hamilton	Custodian I	Plant Facilities	4/13/2026
Haley Smith	Paraprofessional I	Garfield Childhood Center	4/13/2026
Harold Charite	Translator/Parent Educator	Educational Support Center/Garfield Early Childhood Center	4/28/2026
Kimberly Vanley	Paraprofessional III	Therapeutic Educational Program	5/1/2026
Jose Hernandez Rodriguez	PM Campus Monitor	Garden City High School	5/1/2026

ASSIGNMENTS	POSITION	BUILDING	DATE
Lindsey Wilkerson	Paraprofessional III	Charles O. Stones Intermediate School	4/20/2026
Maria Aguilera Perez	Custodian I	Plant Facilities	4/21/2026
Pedro Contreras Hernandez	Custodian I	TBA	4/20/2026
Juan Villatoro Sorto	Custodian I	TBA	4/20/2026
Maria Murillo Garcia	Custodian I	Plant Facilities	4/27/206
Maribel Renteria	Substitute Nutrition	Kenneth Henderson Middle School	4/27/2026

TRANSFERS			
Vicente Gonzales Rivera	Maintenance I	Plant Facilities	4/27/2026

BOARD OF EDUCATION

Classified Personnel Actions Addendum

April 30, 2026

RESIGNATIONS	POSITION	BUILDING	DATE
Tiana Orona	Paraprofessional I	Victor Ornelas Elementary School	4/20/2026
Susan Ball	Paraprofessional II	Garfield Early Childhood Center	4/21/2026
Samuel Calzada-Galan	Paraprofessional I	Charles Stones Intermediate School	4/23/2026
Evelyn Orosco	Paraprofessional I	Kenneth Henderson Middle School	5/21/2026

MEMORANDUM

TO: Board of Education
THRU: Josh Guymon, Superintendent
FROM: Tracy Johnson, Director of Nutrition Services
DATE: April 13, 2026
RE: School Year 2027 Nutrition Service Policies and Meal Price Approval

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ISSUE:

The Board of Education is asked to consider and approve the following policies and meal price changes for the 2026 - 27 School year.

BACKGROUND:

Each school year Nutrition Services is obligated to bring forth the Nutrition Service's Meal Charge Policy, and school lunch prices for approval.

ALTERNATIVES:

Adjust price increase or prices will remain unchanged.
Adult meal prices would have to be supplemented by the district to assure the Nutrition Department is receiving a total of $5.25 per adult meal.

RECOMMENDATION:

The Nutrition Department recommends the approval for:

Nutrition Service Meal Charge Policy
2026 – 27 Meal Prices

FISCAL NOTE:

The Nutrition Service Meal Charge Policy will prevent students from accumulating uncollectable debt over negative $11.40.

2027 Meal Price memo set the school meal prices for the 2026 – 2027 school year. This will increase revenue for breakfast and for reduced paid students

ATTACHMENTS:

2027 Meal Charge Policy
Meal Price Memo

2027 MEAL CHARGE POLICY:

Elementary and intermediate paid students will not be allowed to exceed $11.4080 in charges at any time. Once the student account falls below $3.202.95 they will be told that their funds are running low and asked to let their parents know to add more funds to their account so they do not accrue charges. Once the student starts accumulating charges a letter will be sent home with elementary students and a note given to the intermediate students. All parents with a valid e-mail will receive notification that their child's account is in the negative. If the child account exceeds the $11.4080 charge limit the student will receive an alternate meal until charges are paid in full. The parent will be notified on a daily basis until the account is brought back into good standings. Students will be allowed to purchase a meal if the student pays cash. The first of May, all charges will be cut off and all negative accounts will be paid in full before the last day of school.

Middle school paid students will not be allowed to exceed a $6.109.10 charge amount at any time. Once the student account falls below $3.053.30 they will be told that their funds are running low and asked to let their parents know to add more funds to their account so they do not accrue any charges. If the child account exceeds the maximum, $96.10 charge limit the student will receive an alternate meal until charges are paid in full. Students will be allowed to purchase a meal if the student pays cash. The first of May, all charges will be cut off and all negative accounts will be paid in full before the last day of school.

High school paid students will not be allowed to exceed a $3.45 20 charge amount at any time. Alternate meals will not be provided at the high school. Students will be allowed to purchase a meal if the student pays cash.

Payments for school meals may be made at the school, at the point of service of school meals, or online at https://family.etrition.com/p/GC457. Students, parents, and guardians of students are encouraged to prepay meal costs.

The district will provide a copy of this unpaid meal charges policy to all households at or before the start of school each year and to families and students that transfer into the district at the time of transfer. The terms of this policy will also be communicated to all district staff responsible for enforcing any aspect of the policy, a copy of the policy will be posted in district meal service facilities, and the policy will be made available on the district's website and social media accounts. Records of how and when it is communicated to households and staff will be retained.

Parents are encouraged to fill out a free and reduced lunch application or send a sack lunch if unable to pay for school meals. ADULTS, INCLUDING USD #457 EMPLOYEES ARE REQUIRED TO PAY IN FULL AT EACH MEAL.

When students withdraw or graduate from Garden City Public Schools, parents may complete a refund request to receive the remaining balance in their student's account. If a refund request is not received by the District within three months of withdrawal or graduation, the remaining funds may be transferred to a District account to help ensure that all students have access to nutritious meals during the school day. All lunch balance funds must be refunded to families that qualify for free or reduced price meals and may not be transferred to the donation account.

~~POLICY:~~

~~Elementary and intermediate students will not be allowed to exceed $8.10 in charges (for paid students) and a $1.40 charge amount (for reduced students) at any time. Once the student account falls below $4.00 they will be told that their funds are running low and asked to let their parents know to add more funds to their account so they do not accrue charges. Once the student starts accumulating charges a letter will be sent home with elementary students and a note given to the intermediate students. All parents with a valid e-mail will receive notification that their child's account is in the negative. If the child account exceeds the $8.10 charge limit the student will receive an alternate meal until charges are paid in full. The parent will be notified on a daily basis until the account is brought back into good standings. The first of May, all charges will be cut off and all negative accounts will be paid in full before the last day of school.~~

~~Middle school students will not be allowed to exceed a $4.30 charge amount (for paid students) and a $.70 charge amount (for reduced students) at any time. Once the student account falls below $4.00 they will be told that their funds are running low and asked to let their parents know to add more funds to their account so they do not accrue any charges.~~

~~If the child account exceeds the maximum $4.30 charge limit the student will receive an alternate meal until charges are paid in full. The first of May, all charges will be cut off and all negative accounts will be paid in full before the last day of school.~~

~~Parents are encouraged to fill out a free and reduced lunch application or send a sack lunch if unable to pay for school meals. ADULTS, INCLUDING USD #457 EMPLOYEES ARE REQUIRED TO PAY IN FULL AT EACH MEAL.~~

Nutrition Services

Memo

To: Jessica Nothern, Financial Officer

From: Tracy Johnson, Nutrition Service Director

cc: Josh Guymon, Superintendent

Date: April 13, 2026

Re: 2026 - 2027 School Lunch Prices

USDA and KSDE is recommending all school districts perform a Weighted Average Price Calculation each school year to establish if meal prices need to be increased. By using the price calculator and comparing the districts meal prices with other districts our prices are on the low spectrum. I am requesting the district increase meal prices by $.25 at each grade level. Since the USDA Adult Meal Price Policy states districts must keep adult meal prices above reimbursement both breakfast and lunch will need to be increased $.25. Due to increase expenses, I am also requesting the district once again charges paid and reduced students respectfully.

Elementary/Intermediate Lunch	from $2.95 to $3.20
Middle School Lunch	from $3.05 to $3.30
Senior High School	from $3.20 to $3.45
All Reduce Lunch	from free to $.40
Adult Lunch	from $5.00 to $5.25
All Paid Students Breakfast	from free to $2.50
All Reduced Students Breakfast	from free to $.30
Adult Breakfast	from $3.00 to $3.25

Thank you for your consideration of this request.

Tracy Johnson

Tracy Johnson, Director of Nutrition Services

Memorandum

to: The USD457 Board of Education

thru: Josh Guymon, Superintendent

from: Dr. Virginia Duncan, Director of Secondary Curriculum & Instruction

subject: New Courses from Curriculum Council

date: 3-9-26

ISSUE:

USD457 and Garden City High School continue to examine courses that are offered by the college to ensure we are aligned with course names and offerings for dual credit, as well as continue to align our CTE classes to the State level changes in CTE pathway course names and offerings. Based on state recommendations, USD457 is also working to expand introductory CTE courses and opportunities into Middle Schools.

***CTE Pathway One-Pagers

The Board of Education is asked to consider and approve the addition of the following new courses and additional credit to existing courses:

High School - Adding Graduation Requirement to Existing Course:

- *Adding outside of department:*
  Oral Communications to Agriculture Leadership and Communications

New High School Course Offerings:

- *New General Elective* (needed as a result of end of FAID CTE pathway):
  Clothing and Sewing
- *New CTE Elective:*
  Teaching Observation
- *New CTE GCCC Elective:*
  GCCC Criminal Procedures
- *New GCCC Elective to Earn Cert A* (part of 4 class block; other 3 have been approved):
  GCCC Introduction to Robotics and Embedded Systems

ALTERNATIVES:

1. Approve the courses as presented
2. Do not approve the courses

RECOMMENDATION:

It is recommended that the Board of Education approve the courses as presented.

FISCAL NOTE:

No additional funding is needed to fund these courses

ATTACHMENTS:

Applications to Curriculum Council for approval linked above. CTE Pathway One-Pagers linked above for reference.

MEMORANDUM

TO: Board of Education
THRU: Josh Guymon, Superintendent
FROM: Brandon Anderson, Director of Plant Facilities
DATE: 04/03/2026
RE: Consider and Act on bids received for Re-Roofing Sections D & A Florence Wilson Elementary School.

ISSUE:

The Board of Education is asked to consider and approve the lowest responsible bidder for the proposed scope of re-roofing area D and alternate area A at Florence Wilson Elementary School and allow the Plant Facilities Director to sign all pertinent documents to finish the project.

Director of Plant Facilities, Brandon Anderson will be available to answer questions.

BACKGROUND:

We had intended on area D being done this summer as it has been problematic and leak prone. Area D is offered in the base bid. We added an alternate for roof area A which is the North side and the Gym roof when we decided to table the roof at Georgia Matthews due to problematic issues that would not allow the Georgia Matthews roof to be completed during a summer break window.

ALTERNATIVES:

Options for the Board.

1. Accept the lowest responsible bid recommended by staff and GMCN for the base bid of area D.
2. Accept the lowest responsible bidder recommended by staff and GMCN for the base bid of area D plus the alternate bid of area A.
3. Take no action.

RECOMMENDATION:

Since we changed the scope of the project at the last minute, we extended the bid closing date from April 2nd to April 9th.

We will distribute the bids received, bid summary and GMCN recommendation on Friday, April 10th.

FISCAL NOTE:

We have a budget of $207,000 for area D originally set out in Service Order 05 with GMCN. We anticipate area A to be in close proximity to the number we had budgeted for the Georgia Matthews roof which was $575,000. We moved to this area as it is listed as one of the next roof areas to be addressed and would fit allowing the contractor to do a larger job at the same campus.

ATTACHMENTS:

Service Order 05 with GMCN
Project Manual
Re-Roof Area CD's
Addendums 1, 2 & 3
Bids Received
Bid Summary
GMCN Recommendation

MEMORANDUM

TO: Board of Education
THRU: Josh Guymon, Superintendent
FROM: Brandon Anderson, Director of Plant Facilities
DATE: 04/03/2026
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ISSUE:

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Director of Plant Facilities, Brandon Anderson will be available to answer questions.

BACKGROUND:

We had intended on area D being done this summer as it has been problematic and leak prone. Area D is offered in the base bid. We added an alternate for roof area A which is the North side and the Gym roof when we decided to table the roof at Georgia Matthews due to problematic issues that would not allow the Georgia Matthews roof to be completed during a summer break window.

ALTERNATIVES:

Options for the Board.

1. Accept the lowest responsible bid recommended by staff and GMCN for the base bid of area D.
2. Accept the lowest responsible bidder recommended by staff and GMCN for the base bid of area D plus the alternate bid of area A.
3. Take no action.

RECOMMENDATION:

Since we changed the scope of the project at the last minute, we extended the bid closing date from April 2nd to April 9th.
We will distribute the bids received, bid summary and GMCN recommendation on Friday, April 10th.
After receiving the bids, we recommend the lowest responsible bid put in by Diamond Roofing for the base and alternate of $211,000.

FISCAL NOTE:

We have a budget of $207,000 for area D originally set out in Service Order 05 with GMCN. We anticipate area A to be in close proximity to the number we had budgeted for the Georgia Matthews roof which was $575,000. We moved to this area as it is listed as one of the next roof areas to be addressed and would fit allowing the contractor to do a larger job at the same campus.

ATTACHMENTS:

Service Order 05 with GMCN
Project Manual
Re-Roof Area CD's
Addendums 1, 2 & 3
Bids Received
Bid Summary
GMCN Recommendation

FLORENCE WILSON RE-ROOF AREA D
FLORENCE WILSON ELEM. SCHOOL

USD 457 GARDEN CITY SCHOOLS

1709 LABRADOR BLVD
GARDEN CITY, KANSAS 67846

DRAWING SHEET INDEX

GENERAL
G101 COVER SHEET

ARCHITECTURAL DEMO
AD120 ROOF DEMO PLAN

ARCHITECTURAL
A120 ROOF PLAN
A121 ROOF DETAILS

DATA

1. LIST OF APPLICABLE CODES AND REGULATIONS
   A. 2018 INTERNATIONAL BUILDING CODE (I.B.C.)

ALTERNATES

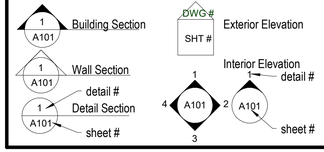
1. NONE

ABBREVIATIONS

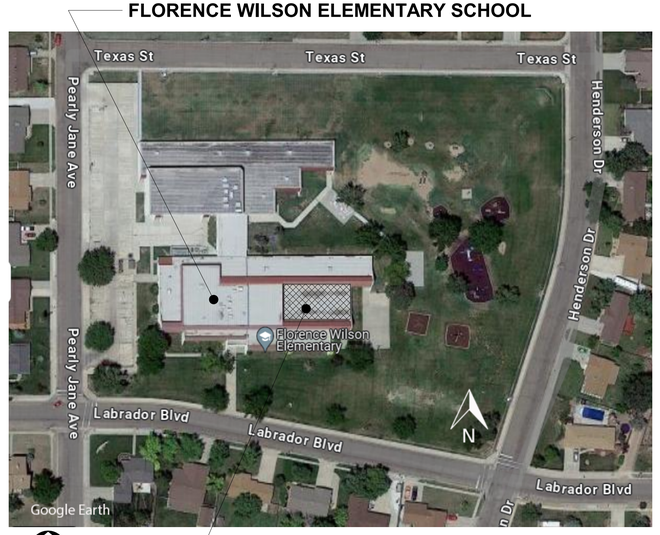
&, ℄	AND	DBL.	DOUBLE	GA.	GAUGE	O.A.	OVERALL	S.SK.	SERVICE SINK
∠	ANGLE	D.F.	DRINKING FOUNTAIN	GALV.	GALVANIZED	OBS.	OBSCURE	STA.	STATION
@	AT	DET.	DETAIL	G.B.	GRAB BAR	O.C.	ON CENTER	STD.	STANDARD
℄	CENTERLINE	DIA.	DIAMETER	GL.	GLASS	O.D.	OUTSIDE DIAMETER	STL.	STEEL
⌀	DIAMETER OR ROUND	DIM.	DIMENSION	GND.	GROUND	OFF.	OFFICE	STOR.	STORAGE
⊥	PERPENDICULAR	DISP.	DISPENSER	GR.	GRADE	OPNG.	OPENING	STRUCT.	STRUCTURAL
#	POUND OR NUMBER	DN.	DOWN	GYP.	GYPSUM	OPP.	OPPOSITE	SUSP.	SUSPENDED
(E)	EXISTING	DR.	DOOR	GWB	GYPSUM WALL BOARD			S.V.	SHEET VINYL
		DWR.	DRAWER					SYM.	SYMMETRICAL
		DS.	DOWNSPOUT	H.B.	HOSE BIBB	PRCST.	PRE-CAST		
		D.S.P.	DRY STANDPIPE	H.C.	HOLLOW CORE	PL.	PLATE		
ACOUS.	ACOUSTICAL	DWG.	DRAWING	HDWD.	HARDWOOD	P.LAM.	PLASTIC LAMINATE	T.B.	TOWEL BAR
A.D.	AREA DRAIN			H.M.	HOLLOW METAL	PLAS.	PLASTIC	T.C.	TOP OF CURB
A.F.C.	ABOVE FINISH CEILING	E.	EAST	HORIZ.	HORIZONTAL	PLYWD.	PLYWOOD	TEL.	TELEPHONE
A.F.F.	ABOVE FINISH FLOOR	EA.	EACH	H.P.L.	HIGH PRESSURE LAMINATE	PR.	PAIR	TER.	TERRAZZO
ADJ.	ADJUSTABLE	E.I.F.S.	EXTERIOR INSULATION FINISH SYSTEM	HR.	HOUR	PT.	POINT	T.&G.	TONGUE AND GROOVE
AGGR.	AGGREGATE			HT.	HEIGHT	P.T.D.	PAPER TOWEL DISPENSER	THK.	THICK
A.H.U.	AIR HANDLING UNIT	E.J.	EXPANSION JOINT			P.T.D. / R.	COMBINATION PAPER TOWEL DISPENSER & RECEPTACLE	T.P.	TOP OF PAVEMENT
AL.	ALUMINUM	ELEC.	ELECTRICAL	I.D.	INSIDE DIAMETER (DIM)			T.P.D.	TOILET PAPER DISPENSER
ALT.	ALTERNATE	EL.	ELEVATION	INSUL.	INSULATION	PTN.	PARTITION	T.S.	TOP OF SLAB
APPROX.	APPROXIMATE	ELEV.	ELEVATOR	INT.	INTERIOR	P.T.R.	PAPER TOWEL RECEPTACLE	T.V.	TELEVISION
ARCH.	ARCHITECTURAL	EMER.	EMERGENCY					T.W.	TOP OF WALL
ASB.	ASBESTOS	ENCL.	ENCLOSURE	JAN.	JANITOR	Q.T.	QUARRY TILE	TYP.	TYPICAL
ASPH.	ASPHALT	E.P.	ELECTRICAL PANELBOARD	JT.	JOINT				
		EQ.	EQUAL			R.	RADIUS	UNF.	UNFINISHED
BD.	BOARD	EQUIP.	EQUIPMENT	K.O.	KNOCK-OUT	R.D.	ROOF DRAIN	U.O.N.	UNLESS OTHERWISE NOTED
B.F.F.	BELOW FINISH FLOOR	EXST.	EXISTING.			REF.	REFERENCE	UR.	URINAL
BITUM.	BITUMINOUS	EXPO.	EXPOSED	LAM.	LAMINATE	REFR.	REFRIGERATOR		
BLDG.	BUILDING	EXP.	EXPANSION	LAV.	LAVATORY	RGTR.	REGISTER	V.C.T.	VINYL COMPOSITION TILE
BLK.	BLOCK	EXT.	EXTERIOR	LKR.	LOCKER	REINF.	REINFORCED	VERT.	VERTICAL
BLKG.	BLOCKING			L.L.	LOWER LEVEL	REQ'D	REQUIRED	VEST.	VESTIBULE
BM.	BEAM	F.A.	FIRE ALARM	LT.	LIGHT	RESIL.	RESILIENT		
BOTT.	BOTTOM	F.B.	FLAT BAR			RM.	ROOM	W.	WEST
		F.C.U.	FAN COIL UNIT	MANUF.	MANUFACTURER	R.O.	ROUGH OPENING	W/	WITH
CAB.	CABINET	F.D.	FLOOR DRAIN	MAX.	MAXIMUM	RWD.	REDWOOD	W.C.	WATER CLOSET
C.B.	CATCH BASIN	FDN.	FOUNDATION	MECH.	MECHANICAL	R.W.L.	RAIN WATER LEADER	WD.	WOOD
C. & G.	CURB AND GUTTER	F.E.	FIRE EXTINGUISHER	MEMB.	MEMBRANE			W.O.	WHERE OCCURS
CEM.	CEMENT	F.E.C.	FIRE EXTINGUISHER CABINET	MFR.	MANUFACTURER	S.	SOUTH	W/O	WITHOUT
CER.	CERAMIC	F.F.S.	FINISH FLOOR SEPARATIONS	MH.	MANHOLE	S.C.	SOLID CORE	WP.	WATERPROOF
C.I.	CAST IRON	F.H.C.	FIRE HOSE CABINET	MIN.	MINIMUM	S.C.D.	SEAT COVER DISPENSER	WSCT.	WAINSCOT
C.J.	CONTROL JOINT	FIN.	FINISH	MIR.	MIRROR	SCHED.	SCHEDULE	WT.	WEIGHT
CLG.	CEILING	FLR.	FLOOR	MISC.	MISCELLANEOUS	S.D.	SOAP DISPENSER		
CLO.	CLOSET	FLASH.	FLASHING	M.L.	MAIN LEVEL	SECT.	SECTION		
CLR.	CLEAR	FLUOR.	FLUORESCENT	M.O.	MASONRY OPENING	SHLF.	SHELF		
C.M.U.	CONCRETE MASONRY UNIT	F.O.C.	FACE OF CONCRETE	MSRY.	MASONRY	SHWR.	SHOWER		
COL.	COLUMN	F.O.F.	FACE OF FINISH	MTD.	MOUNTED	SHT.	SHEET		
CONC.	CONCRETE	F.O.S.	FACE OF STUDS	MTL.	METAL	SHLF.	SHELF		
CONN.	CONNECTION	F.O.W.	FACE OF WALL	MUL.	MULLION	SHLVS.	SHELVES		
CONSTR.	CONSTRUCTION	FPRF.	FIREPROOF			SIM.	SIMILAR		
CONT.	CONTINUOUS	F.S.	FULL SIZE	N.	NORTH	S.N.D.	SANITARY NAPKIN DISPENSER		
CORR.	CORRIDOR	FT.	FOOT OR FEET	N.I.C.	NOT IN CONTRACT	S.N.R.	SANITARY NAPKIN RECEPTACLE		
CTSK.	COUNTERSUNK	FTG.	FOOTING	NO. OR #	NUMBER	SPEC.	SPECIFICATION		
CTR.	CENTER	FURR.	FURRING	NOM.	NOMINAL	SQ.	SQAURE		
		FUT.	FUTURE	N.T.S.	NOT TO SCALE	S.S.	STAINLESS STEEL		

MATERIAL SYMBOLS

- ACOUST. CLG. TILE
- ASPHALT PAVING
- CONCRETE (ELEVATION/SECTION)
- EARTH
- FINISH WOOD
- GLASS - (ELEV. / SECT.)
- GRANULAR FILL / DRAINAGE MATERIAL
- GROUT
- GYP. BD. - (ELEV. / SECT.)
- INSULATION - FOUNDAITON
- INSULATION - ROOF
- BATT INSULATION
- RIGID INSULATION
- CONCRETE MASONRY UNIT
- PARTICLE BOARD
- PLYWOOD
- PRECAST CONC./P.C. PLASTER/CUT STONE
- SAND
- STEEL
- TILE
- WOOD FRAMING OR BLOCKING



VICINITY MAP



DERRICK SYMMONDS
REGISTERED
3677
2026-03-05
KANSAS
PROFESSIONAL ARCHITECT

202540

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FLORENCE WILSON METAL REPLACEMENT
USD 457 GARDEN CITY SCHOOLS
1709 LABRADOR BLVD, GARDEN CITY, KANSAS 67846

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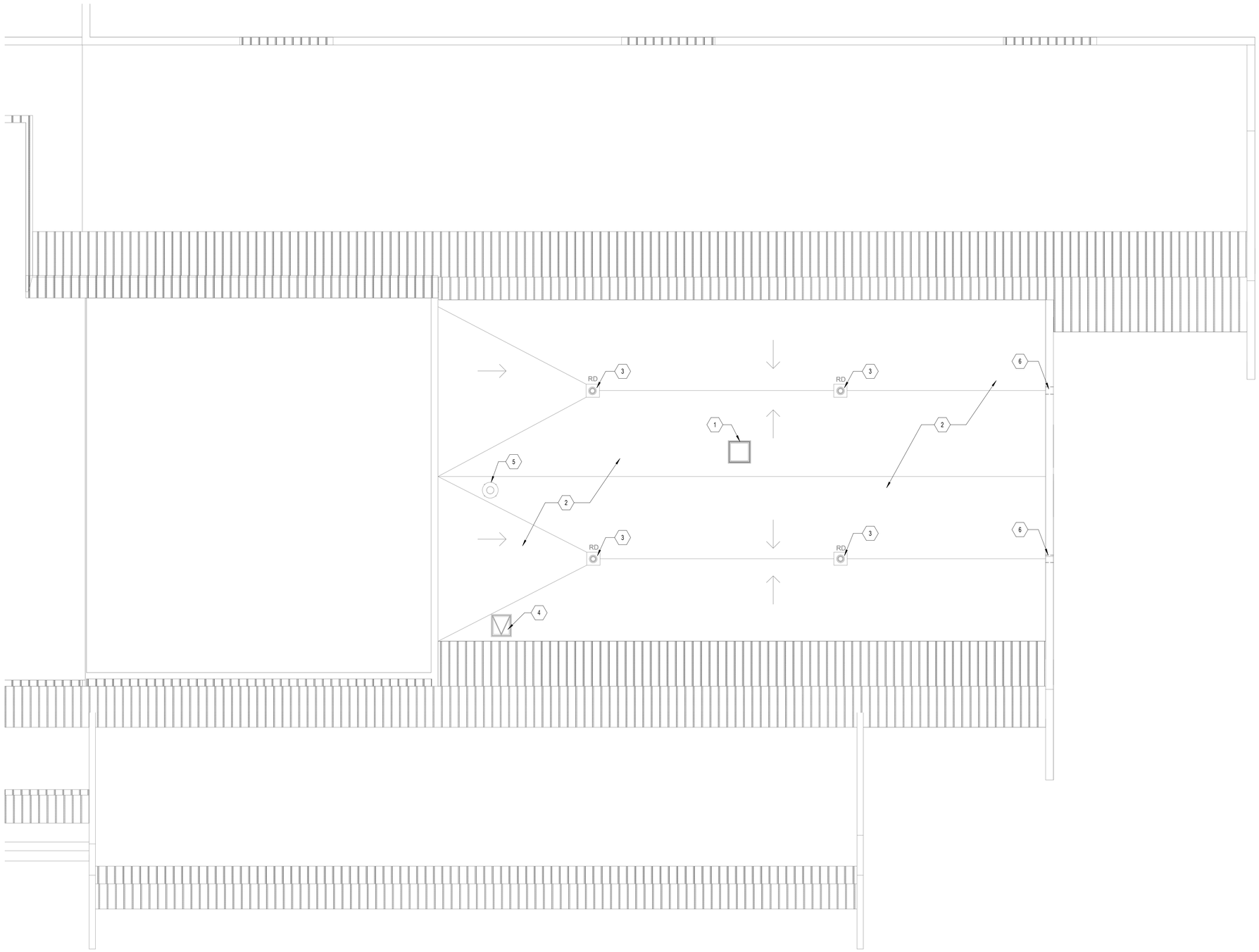
ISSUE:

No	Date	Description

SHEET TITLE: COVER SHEET

DATE: 2026-03-05

G101

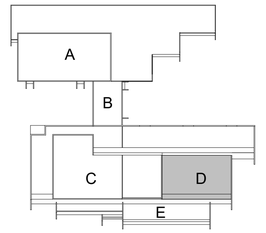


ROOF PLAN LEGEND

- INDICATES SLOPED STRUCTURE
- INDICATES TAPERED INSULATION 1/4"/FT. U.N.O.
- 8" — TOTAL THICKNESS OF INSULATION & ROOF SYSTEM ABOVE DECK, U.N.O.
- TPO. ROOF SYSTEM OVER 1/2" COVER BOARD AND 3" FLAT POLYISO INSULATION.
- TAPERED POLYISO INSULATION, THICKNESS REQUIRED TO ACHIEVE 1/2"/FT. SLOPE
- EXISTING ROOF TO REMAIN
- EXISTING ROOF CURB TO BE REMOVED

DEMOLITION NOTES

1. EXIST. ROOF CURB TO BE REMOVED
2. REMOVE EXISTING ROOF MEMBRANE, COVER BOARD AND INSULATION DOWN TO DECK, REPLACE WITH NEW INSULATION, COVER BOARD AND TPO MEMBRANE.
3. EXIST. ROOF DRAIN, CHECK TO CONFIRM DRAINPIPE IS SECURELY CONNECTED TO ROOF DRAIN AND FREE OF DEBRIS - REPAIR AS REQUIRED REF 3 / A121
4. EXISTING ROOF HATCH TO REMAIN
5. EXISTING ROOF EXHAUST TO REMAIN
6. EXIST. OVERFLOW DRAIN TO REMAIN, CHECK THAT IT IS FREE OF DEBRIS - REPAIR AS REQUIRED.



KEY PLAN

DEMO ROOF PLAN
1/8" = 1'-0"

0' 4' 8' 16'

MARK SYMNS
KANSAS
3677
2026-03-05
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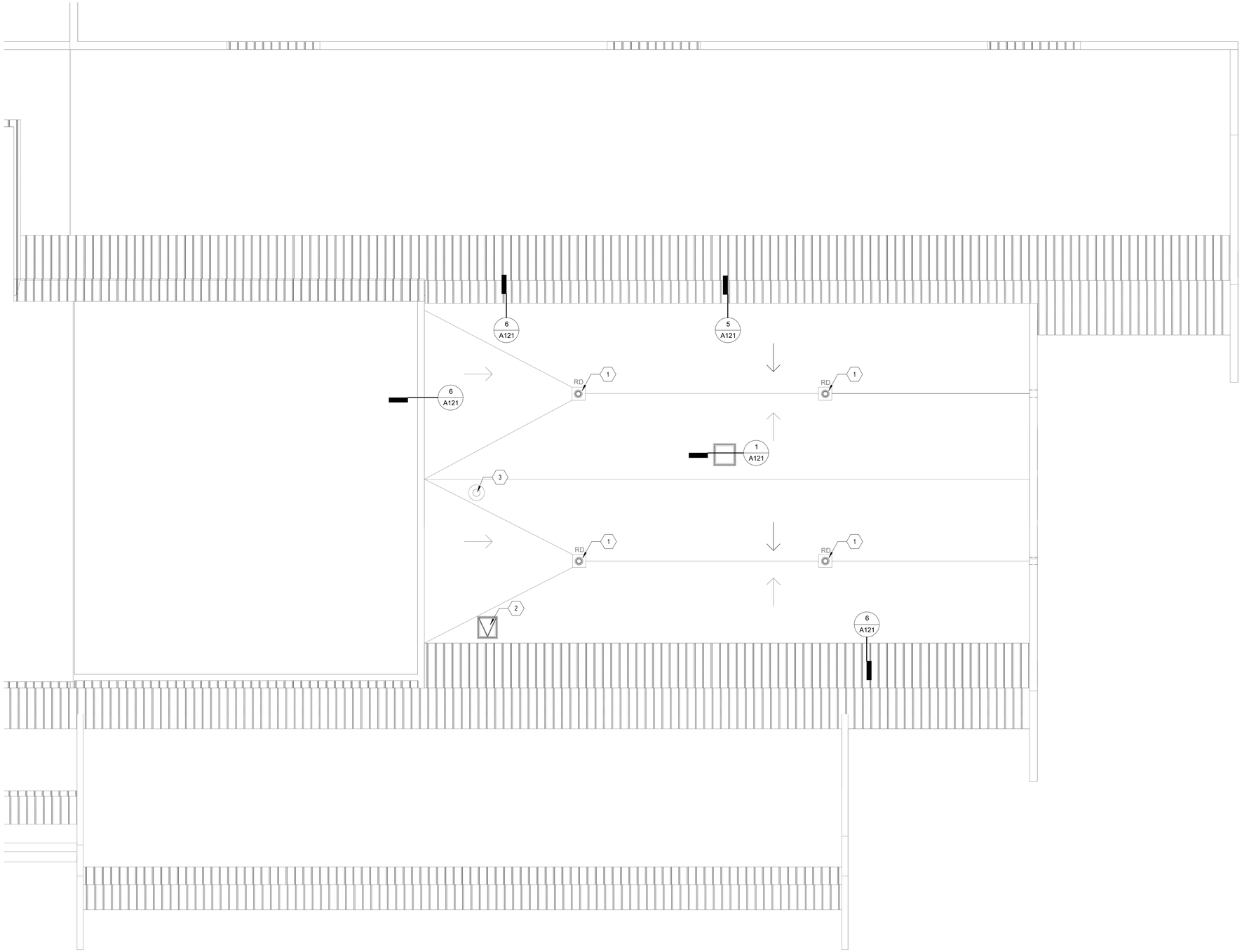
No	Date	Description

SHEET TITLE: ROOF DEMO PLAN

DATE: 2026-03-05

AD120

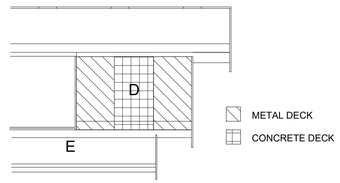


ROOF PLAN LEGEND

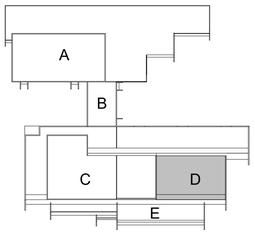
- INDICATES SLOPED STRUCTURE
- INDICATES TAPERED INSULATION 1/4"/FT. U.N.O.
- 8" TOTAL THICKNESS OF INSULATION & ROOF SYSTEM ABOVE DECK, U.N.O.
- TPO. ROOF SYSTEM OVER 1/2" COVER BOARD AND 3" FLAT POLYISO INSULATION.
- TAPERED POLYISO INSULATION, THICKNESS REQUIRED TO ACHIEVE 1/2"/FT. SLOPE
- EXISTING ROOF TO REMAIN
- EXISTING ROOF CURB TO BE REMOVED

ROOF PLAN NOTES

1. EXIST. ROOF DRAIN, CHECK TO CONFIRM DRAINPIPE IS SECURELY CONNECTED TO ROOF DRAIN AND FREE OF DEBRIS - REPAIR AS REQUIRED REF 3 / A121
2. EXISTING ROOF HATCH TO REMAIN
3. EXISTING ROOF EXHAUST TO REMAIN



KEY PLAN - DECK TYPES



KEY PLAN

ROOF PLAN
1/8" = 1'-0"

0' 4' 8' 16'

PARK SYMMONDS
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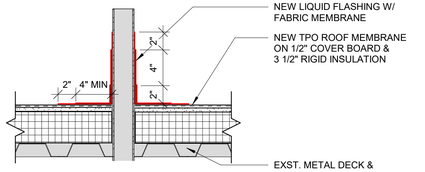
ISSUE:

No	Date	Description

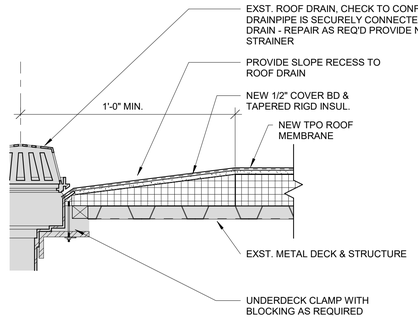
SHEET TITLE: ROOF PLAN

DATE: 2026-03-05

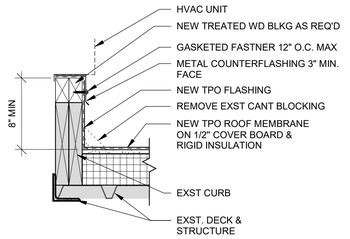
A120



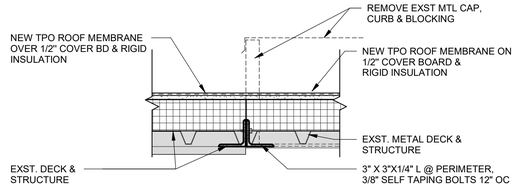
4 PIPE FLASHING
1 1/2" = 1'-0"



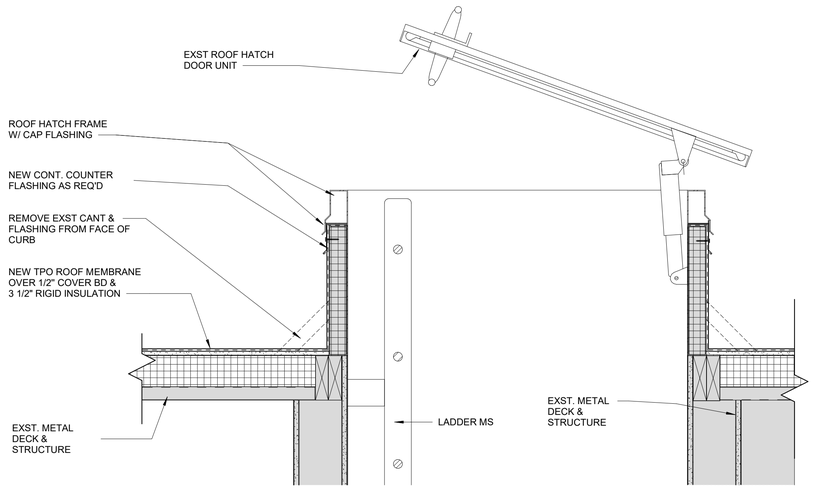
3 ROOF DRAIN
1 1/2" = 1'-0"



2 ROOF CURB
1 1/2" = 1'-0"



1 OPENING INFILL
1 1/2" = 1'-0"



7 ROOF HATCH DETAIL
1 1/2" = 1'-0"

6 FLASHING WALL DETAIL
1 1/2" = 1'-0"

5 FLASHING WALL DETAIL
1 1/2" = 1'-0"

CLARK SYMES OSBORN
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2026-03-05
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ISSUE:

No	Date	Description

SHEET TITLE: ROOF DETAILS

DATE: 2026-03-05

A121

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FLORENCE WILSON RE-ROOF AREA D

FLORENCE WILSON ELEMENTARY SCHOOL

GARDEN CITY SCHOOLS

UNIFED SCHOOL DISTRICT #457

Project No. 202540
March 5, 2026

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	AIA A701-2018 INSTRUCTION TO BIDDERS
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00 50 00	CONTRACTING FORMS AND SUPPLEMENTS
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	AIA DOCUMENT A104-2017 STANDARD ABBREVIATED FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

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07 54 00	THERMOPLASTIC MEMBRANE ROOFING
07 62 00	SHEET METAL FLASHING AND TRIM

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SECTION 00 01 01 - PROJECT TITLE PAGE

PROJECT MANUAL

FLORENCE WILSON RE-ROOF AREA D

GARDEN CITY SCHOOLS USD #457

1205 FLEMING STREET

GARDEN CITY, KANSAS 67846

DATE: MARCH 5, 2026

ARCHITECT PROJECT NO. 202540

PREPARED BY:

GMCN ARCHITECTS, INC.

115 EAST LAUREL STREET

GARDEN CITY, KANSAS 67846

PHONE: 620-276-3244

FAX: 620-276-6249

WEB SITE: WWW.GMCNARCHITECTS.COM

END OF SECTION 00 01 01

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SECTION 00 01 02 - PROJECT INFORMATION

PART 1 GENERAL

1.01 PROJECT IDENTIFICATION

A. Project Name: Florence Wilson Re-Roof Area D located at:
   1. 1709 Labrador Boulevard, Garden City, KS 67846

B. The Owner, hereinafter referred to as Owner: Garden City Unified School District #457

C. Owner's Rep: - Brandon Anderson, Facility Director, USD #457
   1. Phone: (940) 521-2301
   2. E-mail: banderson1@gckschools.com

1.02 PROJECT DESCRIPTION

A. Summary Project Description:
   1. Florence Wilson Elementary:
      a. Project will consist of complete removal and replacement of existing roofing and insulation down to deck of portions of building as shown on drawings.

1.03 PROJECT CONSULTANTS

A. The Architect, hereinafter referred to as Architect: GMCN Architects, Inc.
   1. Contact: Clark Simpson
   2. Address: 115 E Laurel.
   3. City, State, Zip: Garden City, KS 67846.
   4. Phone: 620-276-3244.
   5. E-mail: csimpson@gmcnarchitects.com

1.04 PROCUREMENT TIMETABLE

A. Bid Due Date: April 2, 2026, before 2:30 p.m. local time.

B. Required Construction Start: Not before May 25, 2026.

C. Required Final Completion Date: July 31, 2026.

D. The Owner reserves the right to change the schedule or terminate the entire procurement process at any time.

1.05 PROCUREMENT DOCUMENTS

A. Documents may be viewed at Architects Share File Web Site with express permission from the Architect..

1.06 BID SECURITY

A. Bids shall be accompanied by a security deposit as follows:
   1. Bid Bond of a sum no less than 5 percent of the Bid Amount on AIA A310 Bid Bond Form.

2. Certified check in the amount of 5 percent of the Bid Amount.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 00 01 02

SECTION 00 11 13 - ADVERTISEMENT FOR BIDS

PROJECT INFORMATION

1.01 NOTICE TO BIDDERS: QUALIFIED BIDDERS MAY SUBMIT BIDS FOR PROJECT AS DESCRIBED IN THIS DOCUMENT. SUBMIT BIDS ACCORDING TO THE INSTRUCTIONS TO BIDDERS.

A. Project Identification: **Florence Wilson Re-Roof Area D**
   1. Project Location:
      a. Florence Wilson Elementary, 1709 Labrador Boulevard, Garden City, Kansas 67846

B. Owner: U.S.D. #457 Board of Education
   1. Owner's Representative:
      a. **Brandon Anderson, Facility Director, USD #457**
      b. **E-Mail**: banderson1@gckschools.com
      c. **Phone**: (940) 521-2301

C. Architect Representative: Clark Simpson, GMCN Architects, Inc., 115 East Laurel Street, Garden City, Kansas 67846, Phone 620-276-3244.

D. Project Description:
   1. Project will consist complete removal and replacement of existing roofing and insulation down to deck of portions of building as shown on drawings.

E. Construction Contract: Stipulated Sum Single Prime Contract Bids will be received for the Work.

1.02 BID SUBMITTAL AND OPENING

A. Owner will receive sealed lump sum bids until the bid time and date at the location given below. Owner will consider bids prepared in compliance with the Instructions to Bidders issued by Owner, and delivered as follows:
   1. **Bid Date: April 2, 2026**
   2. **Bid Time: 2:30 p.m., local time.**
   3. **Location: USD #457 ESC, 1205 Fleming Street, Garden City, Kansas 67846.**

B. Bids will be publicly opened.

1.03 BID SECURITY

A. Bid security shall be submitted with each bid in the amount of **5** percent of the bid amount. No bids may be withdrawn for a period of **60** days after opening of bids. Owner reserves the right to reject any and all bids and to waive informalities and irregularities.

1.04 PREBID MEETING

A. **Pre-Bid Meeting: A Formal Pre-Bid Meeting will not be held**. Prospective Bidders are required to contact the Owners Representative directly at the contact information list at the top of the page to schedule a site visit. You are to contact the Owners Representative between March 9 and March 20 to schedule a date and time to visit the site.

1.05 DOCUMENTS

A. Online Procurement and Contracting Documents: Bidders may view the Contract Documents online, and/or download copies free of charge, from the Project Architect's website. Contact the Architect as noted below to obtain website access information.
   1. Send email to csimpson@gmcnarchitects.com to register and a link will be sent for download.

1.06 TIME OF COMPLETION AND LIQUIDATED DAMAGES

A. The successful bidder shall begin the Work on receipt of the Notice to Proceed and shall complete the Work within the Contract Time. **Work is subject to Liquidated Damages at the rate of $250.00 per day.**

B. It is the intent of the Owner to open the Bids on April 2, 2026. The Board of Education will hold a meeting on April 13 2026 to discuss the Bids and to provide a recommendation at that time.

C. **You will not be allowed to move on site before May 25, 2025 and the Completion Date for the Project** shall be **July 31, 2026.**

1.07 BIDDER'S QUALIFICATIONS

A. Contractors licensed in the City Garden City of and the State of Kansas, in good standing and able to provide required insurance and bonding will be allowed to bid the project.

B. Sub-Bidders must be properly licensed under the laws governing their respective trades and be able to obtain insurance and bonds required for the Work.

C. A Performance Bond, separate Labor and Material Payment Bond, and Insurance in a form acceptable to Owner will be required of the successful Bidder.

1.08 NOTIFICATION

A. This Advertisement for Bids document is issued by GMCN Architects, Inc.

END OF DOCUMENT 001113

SECTION 00 21 13 - INSTRUCTIONS TO BIDDERS

SUMMARY

1.01 SEE AIA A701, INSTRUCTIONS TO BIDDERS FOLLOWING THIS DOCUMENT.

END OF SECTION 00 21 13

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AIA® Document A701® – 2018

Instructions to Bidders

for the following Project:
(Name, location, and detailed description)

Florence Wilson Re-Roof Area D
1709 Labrador Blvd
Garden City, KS 67846

THE OWNER:
(Name, legal status, address, and other information)

Garden City Schools USD 457
1205 Fleming Street
Garden City, KS 67846
620-805-8704

THE ARCHITECT:
(Name, legal status, address, and other information)

GMCN Architects, Inc.
115 E Laurel St.
Garden City, KS 67846
620-276-3244

TABLE OF ARTICLES

1 DEFINITIONS

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3 BIDDING DOCUMENTS

4 BIDDING PROCEDURES

5 CONSIDERATION OF BIDS

6 POST-BID INFORMATION

7 PERFORMANCE BOND AND PAYMENT BOND

8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™–2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

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ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

.1 the Bidder has read and understands the Bidding Documents;

.2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;

.3 the Bid complies with the Bidding Documents;

.4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;

.1 The bidder has investigated all required fees, permits, and regulatory requirements of authorities having jurisdiction and has properly included in the submitted bid the cost of such fees, permits, and requirements not otherwise indicated as provided by Owner.

.5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and

.6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

.7 The Bidder is a properly licensed Contractor according to the laws and regulations of the State of Kansas and meets qualifications indicated in the Procurement and Contracting Documents.

.8 The Bidder has incorporated into the Bid adequate sums for work performed by installers whose qualifications meet those indicated in the Procurement and Contracting Documents.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding

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Documents.)

Online Procurement and Contracting Documents: Bidders may view the Contract Documents online, and/or download copies free of charge, from the Project Architect's website. Contact the Architect as noted below to obtain website access information.
Send email to csimpson@gmcnarchitects.com to register and a link will be sent for download.

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents
§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

3.2.2.1 Submit Bidder's Request for Interpretation using form furnished with electronic bid forms and submitted via email.

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3 Substitutions
§ 3.3.1 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.

§ 3.3.2 Substitution Process
§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

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§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda may be issued at any time prior to the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

§ 3.4.4.1 Owner may elect to waive the requirement for acknowledging receipt of 3.4.4 Addenda as follows:

.1 Information received as part of the Bid indicates that the Bid, as submitted, reflects modifications to the Procurement and Contracting Documents included in an unacknowledged Addendum.

.2 Modifications to the Procurement and Contracting Documents in an unacknowledged Addendum do not, in the opinion of Owner, affect the Contract Sum or Contract Time.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.

.1 Printable electronic Bid Forms and related documents are available from the Architect

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

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§ 4.1.9 The Bid may include unit prices when called for by the Procurement and Contracting Documents. Owner may elect to consider unit prices in determination of award. Unit prices will be incorporated into the Contract.

§ 4.1.10 Owner may elect to disqualify a bid due to failure to submit a bid in the form requested, failure to bid request alternates or unit prices, failure to complete entries in all blanks in the Bid Form, or inclusion by the Bidder of any alternates, conditions, limitations, or provisions not called for.

§ 4.1.11 Bids shall NOT include sales and use taxes.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:
(Insert the form and amount of bid security.)

Bids shall be accompanied by a security deposit as follows:
Bid Bond of a sum of no less than 5 percent of the Bid Amount on AIA A310 Bid Bond Form.
Certified check in the amount of 5 percent of the Bid Amount.

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning sixty (60) days after the opening of Bids, withdraw its Bid and request the return of its bid security.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:
(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

§ 4.3.2 Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

.1 Include Bidder's Contractor License Number applicable in Project jurisdiction on the face of the sealed bid envelope.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice

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shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

.1 Such modifications to or withdrawal of a bid may only be made by persons authorized to act on behalf of the Bidder. Authorized persons are those so identified in the Bidder's corporate bylaws, specifically empowered by the Bidder's charter or similar legally binding document acceptable to Owner, or by a power of attorney, signed and dated, describing the scope and limitations of the power of attorney. Make such documentation available to the Owner at the time of seeking modifications or withdrawal of the Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:
(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

§ 5.2.1 Owner reserves the right to reject a bid based on Owner's and Architect's evaluation of qualification information submitted following opening of bids. Owner's evaluation of the Bidder's qualifications will include: status of licensure and record of compliance with licensing requirements, record of quality of completed work, record of Project completion and ability to complete, record of financial management including financial resources available to complete Project and record of timely payment of obligations, record of Project site management including compliance with requirements of authorities having jurisdiction, record of and number of current claims and disputes and the status of their resolution, and qualifications of the Bidder's proposed Project staff and proposed subcontractors.

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

§ 6.2 Owner's Financial Capability

A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such

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reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

.1 a designation of the Work to be performed with the Bidder's own forces;

.2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and

.3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

.4 Submit information requested in Sections 6.3.1.1, 6.3.1.2, and 6.3.1.3 no later than two business days following Architect's request.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

.1 Both a Performance Bond and a Payment Bond will be required, each in an amount equal to 100 percent of the Contract Sum.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)

§ 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than ten days after the date of Notice of Intent to Award and no later than the date of execution of the Contract, whichever occurs first. Owner may deem the failure of the Bidder to deliver required bonds within the period of time allowed a default. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

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§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

.4 Building Information Modeling Exhibit, if completed:

.5 Drawings

Number	Title	Date
G101	COVER SHEET	2026-03-05
AD120	ROOF DEMO PLAN	2026-03-05
A120	ROOF PLAN	2026-03-05
A121	ROOF DETAILS	2026-03-05

.6 Specifications

Section	Title	Date
00 01 01	PROJECT TITLE PAGE	
00 01 02	PROJECT INFORMATION	
00 11 13	ADVERTISEMENT FOR BIDS	
00 21 13	INSTRUCTION TO BIDDERS AIA A701-2018 INSTRUCTIONS TO BIDDERS	
00 41 13	BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)	
00 50 00	CONTRACTING FORMS AND SUPPLEMENTS	
00 52 00	AGREEMENT FORM AIA DOCUMENT A104-2017 STANDARD	

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ABBREVIATED FORM
OF AGREEMENT
BETWEEN OWNER
AND CONTRACTOR

01 10 00	SUMMARY
01 22 00	UNIT PRICES
01 25 00	SUBSTITUTION PROCEDURES
01 30 00	ADMINISTRATIVE REQUIREMENTS
01 40 00	QUALITY REQUIREMENTS
01 60 00	PRODUCT REQUIREMENTS
01 78 00	CLOSEOUT PROCEDURES
06 10 00	ROUGHT CARPENTRY
07 01 50.19	PREPARATION FOR RE-ROOFING
07 54 00	THERMOPLASTIC MEMBRANE ROOFING
07 62 00	SHEET METAL FLASHING AND TRIM

.7 Addenda:

Number	**Date**	**Pages**

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017.)

[ ] The Sustainability Plan:

Title	**Date**	**Pages**

[ ] Supplementary and other Conditions of the Contract:

Document	**Title**	**Date**	**Pages**

.9 Other documents listed below:
(List here any additional documents that are intended to form part of the Proposed Contract Documents.)

ARTICLE 9 EXECUTION OF THE CONTRACT

§ 9.1 Subsequent to the Notice of Intent to Award, and within 10 days after the prescribed Form of Agreement is presented to the Awardee for signature, the Awardee shall execute and deliver the Agreement to Owner through

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Architect, in such number of counterparts as Owner may require.

§ 9.2 Owner may deem as a default the failure of the Awardee to execute the Contract and to supply the required bonds when the Agreement is presented for signature within the period of time allowed.

§ 9.3 Unless otherwise indicated in the Procurement and Contracting Documents or the executed Agreement, the date of commencement of the Work shall be the date of the executed Agreement or the date that the Bidder is obligated to deliver the executed Agreement and required bonds to Owner

§ 9.4 In the event of a default, Owner may declare the amount of the Bid security forfeited and elect to either award the Contract to the next responsible bidder or re-advertise for bids.

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SECTION 00 41 13 - BID FORM – STIPULATED SUM (SINGLE-PRIME CONTRACT)

BID INFORMATION

1.01 BIDDER: _____.

A. Project Name: Florence Wilson Re-Roof Area D

B. Project Location:
   1. 121 W Walnut St., Garden City, Kansas.

C. Owner: Garden City Unified School District #457 Board of Education.

D. Architect: GMCN Architects, Inc.

E. Architect Project Number: 202540

1.02 **CERTIFICATIONS AND BASE BID**

A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by GMCN Architects Inc. and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:
   1. _____ Dollars ($_____).

1.03 BID GUARANTEE

A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the amount constituting five percent (5%) of the Base Bid amount above:
   1. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.04 TIME OF COMPLETION

A. If this Bid is accepted we will:

B. The undersigned Bidder proposes and agrees hereby to commence and complete the Work of the Contract Documents as specified in Section 00 11 13 Advertisement for Bids.

1.05 ACKNOWLEDGEMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
   1. Addendum No. 1, dated _____.

2. Addendum No. 2, dated _____.
3. Addendum No. 3, dated _____.
4. Addendum No. 4, dated _____.

1.06 UNIT PRICES

A. The following are Unit Prices for specific portions of the Work as listed:

B. U-1 Removal and replacement of any unsuitable wood blocking with new blocking per Section 06100, including disposal off site.
   1. $_____ Per LF.

C. U-2 Removal and replacement of any unsuitable metal deck, including disposal off site.
   1. $_____ Per SF.

1.07 CHANGES TO THE WORK

A. Changes in the Work shall be as established in the Contract Documents. The following fees shall be used for lump sum pricing and actual cost pricing of additions and deletions to that Work included in the Bid, namely:
   1. Contractor Work performed by his own forces:
      O&P ____% Not-to-Exceed 15%
   2. Contractor Work performed by other than his own forces:
      O&P ____% Not-to-Exceed 10%
   3. Subcontractor Work performed by his own forces:
      O&P ____% Not-to-Exceed 10%
   4. Subcontractor Work performed by other than his own forces:
      O&P ____% Not-to-Exceed 5%
   5. Percentages for overhead and profit will not be allowed on bond premiums.

1.08 BID SUPPLEMENTS

A. The following supplements are a part of this Bid Form and are attached hereto.
   1. Bid Form Supplement - Bid Bond Form (AIA Document A310)

1.09 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Finney County and Garden City, KKansas, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.10 SUBMISSION OF BID

A. Respectfully submitted this _____day of _____, 2026.

B. Submitted By: _____

C. (Name of bidding firm or corporation)

D. Authorized Signature: _____

E. (Handwritten signature)

F. Signed By: _____

G. (Type or print name)

H. Title: _____

I. (Owner/Partner/President/Vice President)

J. Witness By: _____

K. (Handwritten signature)

L. Attest: _____

M. (Handwritten signature)

N. _____

O. (Type or print name)

P. Title: _____

Q. (Corporate Secretary or Assistant Secretary)

R. Street Address: _____

S. City, State, Zip _____

T. Phone: _____

U. License No.: _____

V. Federal ID No.: _____

1.11 (AFFIX CORPORATE SEAL HERE)

END OF DOCUMENT 004113

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SECTION 00 52 00 - AGREEMENT FORM

PART 1 GENERAL

1.01 FORM OF AGREEMENT

1.02 THE AGREEMENT TO BE EXECUTED IS ATTACHED FOLLOWING THIS PAGE.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 00 52 00

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AIA® Document A104® – 2017

Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as of the Fifth day of March in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Garden City Schools USD 457
1205 Fleming Street
Garden City, KS 67846
620-805-8704

and the Contractor:
(Name, legal status, address and other information)

for the following Project:
(Name, location and detailed description)

Florence Wilson Re-Roof Area D
1709 Labrador Blvd.
Garden City, KS 67846

The Architect:
(Name, legal status, address and other information)

GMCN Architects, Inc.
115 E Laurel St.
Garden City, KS 67846
620-276-3244

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

DRAFT

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TABLE OF ARTICLES

1 THE WORK OF THIS CONTRACT

2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3 CONTRACT SUM

4 PAYMENT

5 DISPUTE RESOLUTION

6 ENUMERATION OF CONTRACT DOCUMENTS

7 GENERAL PROVISIONS

8 OWNER

9 CONTRACTOR

10 ARCHITECT

11 SUBCONTRACTORS

12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

13 CHANGES IN THE WORK

14 TIME

15 PAYMENTS AND COMPLETION

16 PROTECTION OF PERSONS AND PROPERTY

17 INSURANCE AND BONDS

18 CORRECTION OF WORK

19 MISCELLANEOUS PROVISIONS

20 TERMINATION OF THE CONTRACT

21 CLAIMS AND DISPUTES

EXHIBIT A DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[X] A date set forth in a notice to proceed issued by the Owner.

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[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check the appropriate box and complete the necessary information.)

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[ ] By the following date:

~~**§ 2.3.2** Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:~~

~~Portion of Work~~	~~Substantial Completion Date~~

~~**§ 2.3.3** If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.~~

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

[X] Stipulated Sum, in accordance with Section 3.2 below

[ ] Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

[ ] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be ($), subject to additions and deductions as provided in the Contract, including those sums added pursuant to Section 3.2.2 Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.2.2 Unit prices, if any:
(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)
The following unit pricing is agreed to in the event the identified items ___ below, are necessary to complete the Work. In such an event, the total amount charged for each Unit shall be added to the Stipulated Sum.

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Item	Units and Limitations	Price per Unit ($0.00)

§ 3.2.3 Allowances, if any, included in the stipulated sum:
(Identify each allowance.)

Item	Price

§ 3.3 Cost of the Work Plus Contractor's Fee - Not Used

§ 3.3.1 ~~The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.~~

§ 3.3.2 ~~The Contractor's Fee:~~
~~*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)*~~

§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price - Not Used

§ 3.4.1 ~~The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.~~

§ 3.4.2 ~~The Contractor's Fee:~~
~~*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)*~~

§ 3.4.3 Guaranteed Maximum Price - Not Used

§ 3.4.3.1 ~~The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed ($), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.~~
~~*(Insert specific provisions if the Contractor is to participate in any savings.)*~~

§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.4.3.3 ~~Unit Prices, if any:~~
~~*(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)*~~

~~Item~~	~~Units and Limitations~~	~~Price per Unit ($0.00)~~
-	-	-

§ 3.4.3.4 ~~Allowances, if any, included in the Guaranteed Maximum Price:~~
~~*(Identify each allowance.)*~~

~~Item~~	~~Price~~
-	-

§ 3.4.3.5 ~~Assumptions, if any, on which the Guaranteed Maximum Price is based:~~

§ 3.4.3.6 ~~To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and~~

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~~reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.~~

§ 3.4.3.7 ~~The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.~~

§ 3.5 Liquidated damages, if any: None
(Insert terms and conditions for liquidated damages, if any.)

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

§ 4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 4.1.3 Provided that ~~an~~a properly completed and undisputed Application for Payment is received by the Architect not later than the Twenty-Fifth day of a month, the Owner shall, absent extenuation circumstances, make payment of the certified amount to the Contractor not later than the Twenty-Fifth day of the following month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 4.1.4 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)

~~Takethat portion of the Contract Sum properly allocable to completed Work asdetermined by multiplying the percentage completion of each portion of the Workby the share of the Contract Sum allocated to that portion of the Work in theschedule of values, less retainage of ten percent (10 %). Only executed ChangeOrders may be added to the Contract Sum and may be included in any Applicationfor Payment~~

§ 4.1.5 Payments due and unpaid under the Contract shall bear a late payment fee~~interest~~ from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of ~~interest~~ late payment fee agreed upon, if any.)

18.00 % per annum

§ 4.2 Final Payment

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- **.1** the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- **.2** the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; and
- **.3** a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

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At completion of all work

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 21.6 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 6.1.2 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

§ 6.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ 6.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages

§ 6.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date

§ 6.1.6 The Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

§ 6.1.7 Additional documents, if any, forming part of the Contract Documents:

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.1 Other Exhibits:
(Check all boxes that apply.)

[ ] Exhibit A, Determination of the Cost of the Work.

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents.)

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 7.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 7.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 7.4 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service

§ 7.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution

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to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 7.6 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 7.7 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.8 Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 7.9 Notice

§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with a building information modeling exhibit, insert requirements for delivering Notice in electronic format such as name, title and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 7.9.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 7.10 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 8 OWNER

§ 8.1 Information and Services Required of the Owner

§ 8.1.1 Prior to commencement of the Work, at the written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 8.1.1, the Contract Time shall be extended appropriately.

§ 8.1.2 The Owner shall furnish all necessary surveys and a legal description of the site.

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§ 8.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

ARTICLE 9 CONTRACTOR

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

§ 9.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 9.2 Supervision and Construction Procedures

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

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§ 9.3 Labor and Materials

§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 9.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

§ 9.4 Warranty

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3.

§ 9.5 Taxes

The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 9.6 Permits, Fees, Notices, and Compliance with Laws

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.7 Allowances

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

§ 9.8 Contractor's Construction Schedules

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

§ 9.9 Submittals

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop

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Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.9.3 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

§ 9.10 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 9.11 Cutting and Patching

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

§ 9.12 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project.

§ 9.13 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 9.14 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 9.15 Indemnification

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a

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party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 10.3 The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.4 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 10.5 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 10.6 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.7 The Architect will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.8 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 10.9 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the

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Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 12.2 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides

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notice to the Owner and Architect promptly and before conditions are disturbed.

§ 13.5 Changes to the Work

A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
   a. To Contractor for Work performed by his own forces __% O & P
   b. To Contractor for Work performed by other than his own forces __% O & P
   c. To Subcontractor for Work performed by his own forces __% O & P
   d. To Subcontractor for Work performed by other than own forces __% O & P

   Percentages for overhead and profit will not be allowed on bond premiums.

B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus (0%) of the overhead and profit percentage noted above.

ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

§ 15.2 Control Estimate

§ 15.2.1 Where the Contract Sum is the Cost of the Work, plus the Contractor's Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee.

§ 15.2.2 The Control Estimate shall include:

.1 the documents enumerated in Article 6, including all Modifications thereto;

.2 a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;

.3 a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;

.4 a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment the Owner's occupancy requirements, and the date of Substantial Completion; and

.5 a list of any contingency amounts included in the Control Estimate for further development of design and

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construction.

§ 15.2.3 When the Control Estimate is acceptable to the Owner and Architect, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

§ 15.2.4 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 15.2.5 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.

§ 15.3 Applications for Payment

§ 15.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 15.3.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 15.3.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.3.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 15.4 Certificates for Payment

§ 15.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods,

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techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 15.4.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- **.1** defective Work not remedied;
- **.2** third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents.

§ 15.4.4 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

§ 15.5 Progress Payments

§ 15.5.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner.

§ 15.5.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

§ 15.5.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 15.5.4 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 15.6 Substantial Completion

§ 15.6.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 15.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.6.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish

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the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 15.7.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from

- **.1** liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

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§ 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 16.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 Contractor's Insurance

§ 17.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) each occurrence, Two Million Dollars and Zero Cents ($ 2,000,000.00) general aggregate, and Two Million Dollars and Zero Cents ($ 2,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

- **.1** damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- **.2** personal and advertising injury;
- **.3** damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- **.4** bodily injury or property damage arising out of completed operations; and
- **.5** the Contractor's indemnity obligations under Section 9.15.

§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 17.1.5 Workers' Compensation at statutory limits.

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§ 17.1.6 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars and Zero Cents ($ 500,000.00) each accident, Five Hundred Thousand Dollars and Zero Cents ($ 500,000.00) each employee, and Five Hundred Thousand Dollars and Zero Cents ($ 500,000.00) policy limit.

§ 17.1.7 ~~If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than ($) per claim and ($) in the aggregate.~~

§ 17.1.8 ~~If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than ($) per claim and ($) in the aggregate.~~

§ 17.1.9 ~~Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than ($) per claim and ($) in the aggregate.~~

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Contractor.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

§ 17.1.13 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 17.1.14 Other Insurance Provided by the Contractor
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits

§ 17.2 Owner's Insurance
§ 17.2.1 Owner's Liability Insurance
The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 17.2.2 Property Insurance
§ 17.2.2.1 The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial

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Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ 17.2.2.2 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.

§ 17.2.2.3 If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ 17.2.2.4 If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ 17.2.2.5 Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ 17.2.2.6 Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 17.2.2.7 Waiver of Subrogation

§ 17.2.2.7.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 17.2.2.7.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 17.2.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds

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received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 17.2.3 Other Insurance Provided by the Owner
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

§ 17.3 Performance Bond and Payment Bond
§ 17.3.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract.

§ 17.3.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 Assignment of Contract
Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 19.2 Governing Law
The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.6.

§ 19.3 Tests and Inspections
Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws,

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statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 19.4 The Owner's representative:
(Name, address, email address and other information)

§ 19.5 The Contractor's representative:
(Name, address, email address and other information)

§ 19.6 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 Termination by the Contractor

If the Architect fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- **.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts; and a termination fee, if any, as follows:
(Insert the amount of or method for determining the fee payable to the Contractor by the Owner following a termination

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for the Owner's convenience, if any.)

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

§ 21.2 Notice of Claims

§ 21.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Architect within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 21.2.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.

§ 21.3 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3.

§ 21.4 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 21.5 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 21.6 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 21.7 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 21.8 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

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§ 21.9 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 21.10 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 21.11 Waiver of Claims for Consequential Damages

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
(Printed name and title)	*(Printed name and title)*

DRAFT

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SECTION 01 10 00 - SUMMARY

PART 1 GENERAL

1.01 PROJECT

A. Project Name: Florence Wilson Re-Roof Area D

B. Owner's Name: Garden City Unified School District #457.

C. Architect's Name: GMCN Architects, Inc..

D. The Project consists of complete removal and replacement of existing roofing and insulation down to deck of portions of building as shown on drawings.

1.02 CONTRACT DESCRIPTION

A. Contract Type: A single prime contract based on a Stipulated Price as described in Document 00 52 00 - Agreement Form.

1.03 DESCRIPTION OF ALTERATIONS WORK

A. Scope of demolition and removal work is indicated on drawings.

B. Scope of alterations work is indicated on drawings.

1.04 OWNER OCCUPANCY

A. Owner intends to continue to occupy the existing building during the entire construction period.

B. Owner intends to occupy the Project upon Substantial Completion.

C. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.

D. Schedule the Work to accommodate Owner occupancy.

1.05 CONTRACTOR USE OF SITE

A. Arrange use of site and premises to allow:
   1. Owner occupancy.

B. Provide access to and from site as required by law and by Owner:
   1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
   2. Do not obstruct roadways, sidewalks, or other public ways without permit.

C. Utility Outages and Shutdown:
   1. Limit shutdown of utility services to four (4) hours at a time, arranged at least 24 hours in advance with Owner.
   2. Prevent accidental disruption of utility services to other facilities.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 10 00

SECTION 01 22 00 - UNIT PRICES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. List of unit prices, for use in preparing Bids.

B. Measurement and payment criteria applicable to Work performed under a unit price payment method.

1.02 COSTS INCLUDED

A. Unit Prices included on the Bid Form shall include full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.

1.03 UNIT QUANTITIES SPECIFIED

A. Quantities indicated in the Bid Form are for bidding and contract purposes only. Quantities and measurements of actual Work will determine the payment amount.

1.04 MEASUREMENT OF QUANTITIES

A. Measurement methods delineated in the individual specification sections complement the criteria of this section. In the event of conflict, the requirements of the individual specification section govern.

B. Take all measurements and compute quantities. Measurements and quantities will be verified by Architect.

C. Assist by providing necessary equipment, workers, and survey personnel as required.

D. Measurement by Area: Measured by square dimension using mean length and width or radius.

E. Linear Measurement: Measured by linear dimension, at the item centerline or mean chord.

F. Stipulated Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as a completed item or unit of the Work.

1.05 PAYMENT

A. Payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities of Work that is incorporated in or made necessary by the Work and accepted by the Architect, multiplied by the unit price.

B. Payment will not be made for any of the following:
   1. Products wasted or disposed of in a manner that is not acceptable.
   2. Products determined as unacceptable before or after placement.
   3. Products not completely unloaded from the transporting vehicle.
   4. Products placed beyond the lines and levels of the required Work.
   5. Products remaining on hand after completion of the Work.
   6. Loading, hauling, and disposing of rejected Products.

1.06 DEFECT ASSESSMENT

A. Replace Work, or portions of the Work, not complying with specified requirements.

B. If, in the opinion of Architect, it is not practical to remove and replace the Work, Architect will direct one of the following remedies:
   1. The defective Work may remain, but the unit price will be adjusted to a new unit price at the discretion of Architect.
   2. The defective Work will be partially repaired to the instructions of the Architect, and the unit price will be adjusted to a new unit price at the discretion of Architect.

C. The individual specification sections may modify these options or may identify a specific formula or percentage price reduction.

D. The authority of Architect to assess the defect and identify payment adjustment is final.

1.07 SCHEDULE OF UNIT PRICES

A. Item: U-1: Removale and replacement of any unsuitable wood blocking with new blocking.; Section 06 10 00.

B. Item: U-2: Removal and replacement of any unsuitable metal deck; Section 07 54 00.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 22 00

SECTION 01 25 00 - SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Procedural requirements for proposed substitutions.

1.02 DEFINITIONS

A. Substitutions: Changes from Contract Documents requirements proposed by Contractor to materials, products, assemblies, and equipment.
   1. Substitutions for Cause: Proposed due to changed Project circumstances beyond Contractor's control.
      a. Unavailability.
      b. Regulatory changes.
   2. Substitutions for Convenience: Proposed due to possibility of offering substantial advantage to the Project.
      a. Substitution requests offering advantages solely to the Contractor will not be considered.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
   1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
   2. Agrees to provide the same warranty for the substitution as for the specified product.
   3. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
   4. Waives claims for additional costs or time extension that may subsequently become apparent.

B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.

C. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
   1. No specific form is required. Contractor's Substitution Request documentation must include the following:
      a. Project Information:
         1) Official project name and number, and any additional required identifiers established in Contract Documents.
      b. Substitution Request Information:
         1) Indication of whether the substitution is for cause or convenience.

2) Reference to particular Contract Document(s) specification section number, title, and article/paragraph(s).
3) Description of Substitution.
4) Reason why the specified item cannot be provided.
5) Differences between proposed substitution and specified item.
6) Description of how proposed substitution affects other parts of work.

c. Attached Comparative Data: Provide point-by-point, side-by-side comparison addressing essential attributes specified, as appropriate and relevant for the item:

d. Impact of Substitution:
1) Savings to Owner for accepting substitution.
2) Change to Contract Time due to accepting substitution.

D. Limit each request to a single proposed substitution item.

3.02 SUBSTITUTION PROCEDURES DURING CONSTRUCTION

A. Submit request for Substitution for Cause within 14 days of discovery of need for substitution, but not later than 14 days prior to time required for review and approval by Architect, in order to stay on approved project schedule.

B. Substitution for Convenience will not be considered.

C. Substitutions will not be considered under one or more of the following circumstances:
1. When they are indicated or implied on shop drawing or product data submittals, without having received prior approval.
2. Without a separate written request.
3. When acceptance will require revisions to Contract Documents.

3.03 CLOSEOUT ACTIVITIES

A. See Section 01 78 00 - Closeout Submittals, for closeout submittals.

END OF SECTION 01 25 00

SECTION 01 30 00 - ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. General administrative requirements.

B. Number of copies of submittals.

C. Requests for Interpretation (RFI) procedures.

D. Submittal procedures.

1.02 GENERAL ADMINISTRATIVE REQUIREMENTS

A. Comply with requirements of Section 01 70 00 - Execution and Closeout Requirements for coordination of execution of administrative tasks with timing of construction activities.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 REQUESTS FOR INTERPRETATION (RFI)

A. Definition: A request seeking one of the following:
   1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in Contract Documents.
   2. A resolution to an issue which has arisen due to field conditions and affects design intent.

B. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
   1. Prepare a separate RFI for each specific item.
      a. Review, coordinate, and comment on requests originating with subcontractors and/or materials suppliers.
      b. Do not forward requests which solely require internal coordination between subcontractors.
   2. Combine RFI and its attachments into a single electronic file. PDF format is preferred.

C. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
   1. Include in each request Contractor's signature attesting to good faith effort to determine from Contract Documents information requiring interpretation.

D. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
   1. Official Project name and number, and any additional required identifiers established in Contract Documents.
   2. Discrete and consecutive RFI number, and descriptive subject/title.

3. Issue date, and requested reply date.
4. Reference to particular Contract Document(s) requiring additional information/interpretation. Identify pertinent drawing and detail number and/or specification section number, title, and paragraph(s).
5. Annotations: Field dimensions and/or description of conditions which have engendered the request.

E. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.

3.02 SUBMITTALS FOR REVIEW

A. When the following are specified in individual sections, submit them for review:
1. Product data.
2. Shop drawings.
3. Samples for selection.
4. Samples for verification.

B. Submit to Architect for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.

C. Samples will be reviewed for aesthetic, color, or finish selection.

D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 78 00 - Closeout Submittals.

3.03 SUBMITTALS FOR PROJECT CLOSEOUT

A. Submit Correction Punch List for Substantial Completion.

B. Submit Final Correction Punch List for Substantial Completion.

C. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 01 78 00 - Closeout Submittals:
1. Project record documents.
2. Operation and maintenance data.
3. Warranties.
4. Bonds.
5. Other types as indicated.

D. Submit for Owner's benefit during and after project completion.

3.04 NUMBER OF COPIES OF SUBMITTALS

A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.

B. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
1. After review, produce duplicates.
2. Retained samples will not be returned to Contractor unless specifically so stated.

3.05 SUBMITTAL PROCEDURES

A. General Requirements:
   1. Submit separate packages of submittals for review and submittals for information, when included in the same specification section.
   2. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.

B. Shop Drawing Procedures:
   1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting Contract Documents and coordinating related work.
   2. Do not reproduce Contract Documents to create shop drawings.
   3. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.

END OF SECTION 01 30 00

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SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Submittals.

B. References and standards.

C. Testing and inspection agencies and services.

D. Control of installation.

E. Defect Assessment.

1.02 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

B. Test Reports: After each test/inspection, promptly submit two copies of report to Architect and to Contractor.
   1. Include:
      a. Date issued.
      b. Project title and number.
      c. Name of inspector.
      d. Date and time of sampling or inspection.
      e. Identification of product and specifications section.
      f. Location in the Project.
      g. Type of test/inspection.
      h. Date of test/inspection.
      i. Results of test/inspection.
      j. Compliance with Contract Documents.
      k. When requested by Architect, provide interpretation of results.
   2. Test report submittals are for Architect's knowledge as contract administrator for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents, or for Owner's information.

1.03 REFERENCES AND STANDARDS

A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

B. Comply with reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.

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

D. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Architect shall be altered from Contract Documents by mention or inference otherwise in any reference document.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.

B. Comply with manufacturers' instructions, including each step in sequence.

C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.

D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Have work performed by persons qualified to produce required and specified quality.

F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.

G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.02 TESTING AND INSPECTION

A. Testing Agency Duties:
   1. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
   2. Perform specified sampling and testing of products in accordance with specified standards.
   3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
   4. Promptly notify Architect and Contractor of observed irregularities or non-compliance of Work or products.
   5. Perform additional tests and inspections required by Architect.
   6. Submit reports of all tests/inspections specified.

B. Limits on Testing/Inspection Agency Authority:
   1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
   2. Agency may not approve or accept any portion of the Work.
   3. Agency may not assume any duties of Contractor.
   4. Agency has no authority to stop the Work.

C. Contractor Responsibilities:
   1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
   2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
   3. Provide incidental labor and facilities:
      a. To provide access to Work to be tested/inspected.
      b. To obtain and handle samples at the site or at source of Products to be tested/inspected.

c. To facilitate tests/inspections.
d. To provide storage and curing of test samples.

4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.

D. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by Architect.

E. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.

3.03 DEFECT ASSESSMENT

A. Replace Work or portions of the Work not complying with specified requirements.

B. If, in the opinion of Architect, it is not practical to remove and replace the work, Architect will direct an appropriate remedy or adjust payment.

END OF SECTION 01 40 00

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SECTION 01 60 00 - PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. General product requirements.

B. Transportation, handling, storage and protection.

C. Product option requirements.

D. Substitution limitations.

1.02 SUBMITTALS

A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.

B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
   1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

2.01 NEW PRODUCTS

A. Provide new products unless specifically required or permitted by Contract Documents.

B. Use of products having any of the following characteristics is not permitted:
   1. Made using or containing CFC's or HCFC's.
   2. Made of wood from newly cut old growth timber.
   3. Containing lead, cadmium, or asbestos.

2.02 PRODUCT OPTIONS

A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.

B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.

C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

PART 3 EXECUTION

3.01 SUBSTITUTION LIMITATIONS

A. See Section 01 25 00 - Substitution Procedures.

3.02 TRANSPORTATION AND HANDLING

A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.

B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.

C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.

D. Transport and handle products in accordance with manufacturer's instructions.

E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.

F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.

G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.

H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.03 STORAGE AND PROTECTION

A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 01 74 19.

B. Store and protect products in accordance with manufacturers' instructions.

C. Store with seals and labels intact and legible.

D. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.

E. For exterior storage of fabricated products, place on sloped supports above ground.

F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.

G. Comply with manufacturer's warranty conditions, if any.

H. Do not store products directly on the ground.

I. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.

J. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.

K. Prevent contact with material that may cause corrosion, discoloration, or staining.

L. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

M. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION 01 60 00

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SECTION 01 78 00 - CLOSEOUT PROCEDURES

PART 1 GENERAL

1.01 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

B. Substantial Completion procedures.

C. Final completion procedures.

D. Warranties.

E. Final cleaning.

F. Repair of the Work.

1.02 ACTION SUBMITTALS

A. Product Data: For cleaning agents.

B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.03 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

B. Certificate of Insurance: For continuing coverage.

1.04 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.05 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

B. Submittals Prior to Substantial Completion: Complete the following minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.

3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.

C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
   1. Complete final cleaning requirements.
   2. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
   1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
   2. Results of completed inspection will form the basis of requirements for final completion.

1.06 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
   1. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
   1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.07 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction. Use CSI Form 14.1A.
   1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
   2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
   3. Include the following information at the top of each page.
      a. Project name.

b. Date.
c. Name of Architect.
d. Name of Contractor.
e. Page number.

B. Submit list of incomplete items in the following format:
1. PDF electronic file. Architect will return annotated file.

1.08 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2 by 11-inch paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a type description of the product or installation, including the name of the product and the name, address, and telephone number of installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES,' Project name, and name of Contractor.
4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 PRODUCTS

2.01 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 EXECUTION

3.01 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental land antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
   1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
      a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
      b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
      c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
      d. Remove tools, construction equipment, machinery, and surplus material from Project site.
      e. Remove snow and ice to provide safe access to building.
      f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
      g. Leave Project clean and ready for occupancy.

C. Construction Waste Disposal: Comply with waste disposal requirements in Section 017419 "Construction Waste Management and Disposal."

3.02 REPAIR OF THE WORK

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

B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restore, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
   1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
   2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
      a. Do not paint over "UL" and other required labels and identification, including mechanical electrical nameplates. Remove paint applied to required labels and identification.

C. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.

D. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 01 78 00 01 78 00

SECTION 06 10 00 - ROUGH CARPENTRY

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Roof-mounted curbs.

B. Roofing nailers.

C. Preservative treated wood materials.

1.02 REFERENCE STANDARDS

A. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2023.

B. AWPA M4 - Standard for the Handling, Storage, Field Fabrication and Field Treatment of Preservative-Treated Wood Products; 2023.

C. AWPA U1 - Use Category System: User Specification for Treated Wood; 2025.

D. ICC (IBC) - International Building Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

E. PS 20 - American Softwood Lumber Standard; 2025.

1.03 DELIVERY, STORAGE, AND HANDLING

A. General: Cover wood products to protect against moisture. Support stacked products to prevent deformation and to allow air circulation.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
   1. If no species is specified, provide species graded by the agency specified; if no grading agency is specified, provide lumber graded by grading agency meeting the specified requirements.
   2. Grading Agency: Grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee at www.alsc.org, and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.

2.02 DIMENSION LUMBER FOR CONCEALED APPLICATIONS

A. Sizes: Nominal sizes as indicated on drawings, S4S.

B. Moisture Content: S-dry or MC19.

C. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
   1. Lumber: S4S, No. 2 or Standard Grade.
   2. Boards: Standard or No. 3.

2.03 PRESSURE-PRESERVATIVE TREATMENT (PPT)

A. Factory-treat wood members in accordance with AWPA U1 and use category indicated.

A. Applications - Treat the Following:
   1. Lumber and plywood in contact with membrane roofing and flashing: Use Category UC3B, above ground, exterior.

A. Kiln-dry wood after treatment with waterborne preservative to maximum moisture content of 19 percent for lumber and 15 percent for plywood.

A. Fabricate to maximum extent possible before treatment.

A. Label preservative-treated wood with marking as required by AWPA U1 and ICC (IBC). Unless otherwise permitted by standard U1 and building code, include the following markings: AWPA U1, accredited inspection agency mark, treating plant identification, type of preservative, preservative retention, and permitted end use.

A. Field Treatment for Cuts and Holes in Preservative-Treated Wood: Comply with AWPA M4.

B. Metal and Finish of Fasteners:
   1. Preservative-Treated Wood:
      a. Nails, timber rivets, wood screws, and lag screws - general use: Hot-dip galvanized steel complying with ASTM A153/A153M Class D.
   1. Untreated Wood: Hot-dip galvanized steel complying with ASTM A153/A153M Class D.

2.04 ACCESSORIES

PART 3 EXECUTION

3.01 INSTALLATION - GENERAL

A. Select material sizes to minimize waste.

B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including: shims, bracing, and blocking.

3.02 BLOCKING, NAILERS, AND SUPPORTS

A. Provide framing and blocking members as indicated or as required to support finishes, fixtures, specialty items, and trim.

3.03 ROOF-RELATED CARPENTRY

A. Coordinate installation of roofing carpentry with deck construction, framing of roof openings, and roofing assembly installation.

B. Provide wood curb at each roof opening except where prefabricated curbs are specified and where specifically indicated otherwise; form corners by alternating lapping side members.

3.04 SITE-APPLIED WOOD TREATMENT

A. Apply preservative treatment compatible with factory applied treatment at site-sawn cuts, complying with manufacturer's instructions.

B. Allow preservative to dry prior to erecting members.

END OF SECTION 06 10 00

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SECTION 07 01 50.19 - PREPARATION FOR RE-ROOFING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Replacement of existing roofing system in preparation for new roofing system in designated areas as indicated on drawings.

B. Removal of existing flashing and counterflashings.

C. Temporary roofing protection.

1.02 PRICE AND PAYMENT PROCEDURES

A. See Section 01 22 00 - Unit Prices, for additional unit price requirements.
   1. Provide the following work using the unit price method.
   2. Replacement of any unsuitable wood blocking.
      a. Basis of Measurement: By lineal foot

1.03 ADMINISTRATIVE REQUIREMENTS

A. Coordinate with affected mechanical and electrical work associated with roof penetrations.

B. Preinstallation Meeting: Convene one week before starting work of this section.
   1. Attendees:
      a. Architect.
      b. Contractor.
      c. Owner.
   2. Meeting Agenda: Provide agenda to participants prior to meeting in preparation for discussions on the following:
      a. Removal and installation schedule.
      b. Necessary preparatory work.
      c. Protection before, during, and after roofing system installation.
      d. Removal of existing roofing system.
      e. Installation of new roofing system.

C. Schedule work to coincide with commencement of installation of new roofing system.

1.04 DELIVERY, STORAGE, AND HANDLING

A. See Section 01 74 19 - Construction Waste Management and Disposal for packaging waste requirements.

B. Ensure storage and staging of materials does not exceed static and dynamic load-bearing capacities of roof decking.

1.05 FIELD CONDITIONS

A. Existing Roofing System: Built-up asphalt and modified bituminous roofing.

B. Do not remove existing roofing membrane when weather conditions threaten the integrity of building contents or intended continued occupancy.

C. Maintain continuous temporary protection prior to and during installation of new roofing system.

D. Owner will occupy building areas directly below re-roofing area.
   1. Do not disrupt Owner's operations or activities.
   2. Maintain access of Owner's personnel to corridors, existing walkways, and adjacent buildings.

PART 2 PRODUCTS

2.01 COMPONENTS

A. See the following sections for additional information on components relating to this work:
   1. Recovering of existing roofing system in preparation for new roofing system in designated areas as indicated on drawings, see Section 07 54 00.
   2. Remove existing flashing and counterflashings in preparation for replacement of these materials as part of this work, see Section 07 62 00 for material requirements.

2.02 MATERIALS

A. Patching Materials: Provide necessary materials in accordance with requirements of existing roofing system.

B. Temporary Roofing Protection Materials:
   1. Contractor's responsibility to select appropriate materials for temporary protection of roofing areas as determined necessary for this work.

C. Roofing Recover Materials:
   1. Contractor's responsibility to select appropriate materials for roofing re-cover as determined necessary for this work.

2.03 ACCESSORIES

A. Fasteners: Type and size as required and compatible with existing and new roofing system to resist local wind uplift.

B. Roof Vent Pipe Extension: Solid-wall PVC fitting consisting of pipe and splice sleeve inserts, configured for insertion and sealing to existing plumbing vent piping, sized to fit inside diameter of plumbing vent piping, enabling extension of piping to field-determined height to meet local building code requirements for plumbing vent pipe height above existing roof level.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that existing roof surface has been cleared of materials being removed from existing roofing system and ready for next phase of work as required.

3.02 PREPARATION

A. Sweep roof surface clean of loose matter.

B. Remove loose refuse and dispose of properly off-site.

3.03 MATERIAL REMOVAL

A. Remove only existing roofing materials that can be replaced with new materials the same day.

B. Fold up metal counter flashings to permit access to top edge of base flashings.

C. Scrape roofing gravel from membrane surface.

D. Remove damaged portions of roofing membrane, perimeter base flashings, flashings around roof protrusions, pitch pans and pockets.

E. Cut and lay flat any membrane blisters.

F. Remove damaged insulation and fasteners, cant strips, and blocking.

G. Repair existing metal deck surface to provide smooth working surface for new roof system.

3.04 INSTALLATION

A. Coordinate scope of this work with requirements for installation of new roofing system, see Section 07 54 00 for additional requirements.

3.05 PROTECTION

A. Provide protection of existing roofing system that is not having work performed on it.

B. Provide temporary protective sheeting over uncovered deck surfaces.

C. Turn sheeting up and over parapets and curbing. Retain sheeting in position with weights.

D. Provide for surface drainage from sheeting to existing drainage facilities.

E. Do not permit traffic over unprotected or repaired deck surface.

F. Install recover board over existing membrane.

3.06 SCHEDULES

A. Existing Roofing Areas as Indicated: Remove existing perimeter flashings, base flashings, counter flashings, and vent stack flashings.

B. Remove roof mounted mechanical equipment, electrical equipment, and reinstall it once roofing is completed.

END OF SECTION 07 01 50.19

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SECTION 07 54 00 - THERMOPLASTIC MEMBRANE ROOFING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Adhered system with thermoplastic roofing membrane.

B. Insulation, flat and tapered.

C. Flashings.

D. Roofing stack boots, roofing expansion joints, and walkway pads.

E. Roof Drains (Grate Replacement)

1.02 REFERENCE STANDARDS

A. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2025a.

B. ASTM A924/A924M - Standard Specification for General Requirements for Steel Sheet, Metallic-Coated by the Hot-Dip Process; 2025a.

C. ASTM C1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board; 2025.

D. ASTM D6878/D6878M - Standard Specification for Thermoplastic Polyolefin-Based Sheet Roofing; 2021.

E. FM DS 1-28 - Wind Design; 2015, with Editorial Revision (2025).

F. NRCA (RM) - The NRCA Roofing Manual; 2025.

1.03 ADMINISTRATIVE REQUIREMENTS

A. Preinstallation Meeting: Convene one week before starting work of this section.
   1. Review preparation and installation procedures and coordinating and scheduling required with related work.

1.04 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements for submittal procedures.

B. Product Data: Provide data indicating membrane materials, flashing materials, insulation, surfacing, and fasteners.

C. Shop Drawings: Submit drawings that indicate joint or termination detail conditions, conditions of interface with other materials, and setting plan for tapered insulation.

D. Manufacturer's qualification statement.

E. Installer's qualification statement.

1.05 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section with minimum ten (10) years of documented experience.

B. Installer Qualifications: Company specializing in performing the work of this section with at least five (5) years of documented experience and approved by manufacturer.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials in manufacturer's original containers, dry and undamaged, with seals and labels intact, unless otherwise indicated.

B. Store materials in weather protected environment, clear of ground and moisture.

C. Ensure storage and staging of materials does not exceed static and dynamic load-bearing capacities of roof decking.

D. Protect foam insulation from direct exposure to sunlight.

1.07 FIELD CONDITIONS

A. Do not apply roofing membrane during unsuitable weather.

B. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring.

C. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed the same day.

D. Schedule applications so that no partially completed sections of roof are left exposed at end of workday.

1.08 WARRANTY

A. See Section 01 78 00 - Closeout Submittals for additional warranty requirements.

B. Provide No Dollar Limit Roofing System Guarantee
   1. Single-Source special guarantee includes roofing plies, base flashings, liquid applied flashing, roofing membrane accessories, granule surfaced roofing membrane, roof insulation, fasteners, cover board, and other single-source components of roofing system marketed by the manufacturer.
   2. Guarantee Period: 20 years from date of Substantial Completion.

C. Installer’s Guarantee: Submit roofing Installer's guarantee, signed by Installer, covering Work of this Section, including all components of roofing system, for the following guarantee period:
   1. Guarantee Period: Two years from date of Substantial Completion.

D. Existing Guarantees: Guarantees on existing building elements should not be affected by scope of work.
   1. Installer is responsible for coordinating with building owner’s representative to verify compliance.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Thermoplastic Polyolefin (TPO) Membrane Roofing Materials:
   1. Carlisle Roofing Systems, Inc: www.carlisle-syntec.com/#sle.
   2. Elevate: www.holcimelevate.com/#sle.
   3. GAF: www.gaf.com/#sle.
   4. GenFlex Roofing Systems, LLC: www.genflex.com/#sle.
   5. Johns Manville: www.jm.com/#sle.
   6. Versico Roofing Systems: www.versico.com/#sle.
   7. Substitutions: See Section 01 60 00 - Product Requirements.

B. Insulation:
   1. Carlisle SynTec Systems: www.carlisle-syntec.com/#sle.
   2. Dow Chemical Company: www.dowbuildingsolutions.com/#sle.
   3. GAF: www.gaf.com/#sle.
   4. Holcim/Elevate: www.holcimelevate.com
   5. Hunter Panels: www.hunterpanels.com/#sle.
   6. GenFlex: www.genflex.com
   7. Versico Roofing Systems: www.versico.com/#sle.
   8. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 ROOFING

A. Thermoplastic Membrane Roofing: One ply membrane, fully adhered, over insulation.
   1. Assembly is as follow for replacement area:
      a. Roof Deck
         1) Existing Metal Deck
         2) Existing 5" Concrete Slab on Composit Deck
      b. New Rigid Board Insulation
      c. New Cover Board
      d. New TPO Roof Membrane

B. Roofing Assembly Requirements:
   1. Factory Mutual Classification: Class 1 and windstorm resistance of 1-90, in accordance with FM DS 1-28.

C. Acceptable Insulation Types - Tapered Application:
   1. Tapered polyisocyanurate board.
   2. Uniform thickness polyisocyanurate board covered with tapered polyisocyanurate board.

2.03 MEMBRANE ROOFING AND ASSOCIATED MATERIALS

A. Membrane Roofing Materials:
   1. TPO: Thermoplastic polyolefin (TPO) complying with ASTM D6878/D6878M, with polyester weft inserted reinforcement and an 8 ounce polyester fleece backing and the following additional minimum characteristics:
      a. Thickness: 60 mil, 0.060 inch, minimum.
      b. Puncture Resistance: 300 lbf, minimum, when tested in accordance FTM 101C Method 2031.
      c. Tear Strength: 120 lbf (534 N)

d. Color: White
e. Reinforcement: Polyester, weft-inserted scrim
f. Acceptable Product: UltraPly TPO Membrance or UltraPly TPO SA by Elevate.

2. Sheet Width: Factory fabricated into widest possible sheets.
3. Color: White.

B. Seaming Materials: As recommended by membrane manufacturer.

C. Membrane Fasteners: As recommended and approved by membrane manufacturer.

D. Flexible Flashing Material: Same material as membrane.

E. Curb and Parapet Flashing: Same material as membrane, with encapsulated edge which eliminates need for seam sealing the flashing-to-roof splice; precut to 18 inches (457 mm) wide.

F. Formable Flashing: Non-reinforced, flexible, heat weldable sheet, composed of thermoplastic polyolefin polymer and ethylene propylene rubber.
1. Thickness: 0.060 inch (1.52 mm) plus/minus 10 percent.
2. Tensile Strength: 1550 psi (10.7 MPa), minimum, when tested in accordance with ASTM D 638 after heat aging.
3. Elongation at Break: 650 percent, minimum, when tested in accordance with ASTM D 638 after heat aging.
4. Tearing Strength: 12 lbf (53 N), minimum, when tested in accordance with ASTM D 1004 after heat aging.
5. Color: Same as field membrane.
6. Acceptable Product: UltraPly TPO Flashing by Firestone.

G. Tape Flashing: 5-1/2 inch (140 mm) nominal wide TPO membrane laminated to cured rubber polymer seaming tape, overall thickness 0.065 inch (1.6 mm) nominal; TPO QuickSeam Flashing by Firestone.

H. Seam Plates: Steel with barbs and Galvalume coating; corrosion-resistance complying with FM 4470.

I. Termination Bars: Aluminum bars with integral caulk ledge; 1.3 inches (33 mm) wide by 0.10 inch (2.5 mm) thick; Firestone Termination Bar by Firestone.

J. Cut Edge Sealant: Synthetic rubber-based, for use where membrane reinforcement is exposed; UltraPly TPO Cut Edge Sealant by Firestone.

K. General Purpose Sealant: EPDM-based, one part, white general purpose sealant; UltraPly TPO General Purpose Sealant by Firestone.

L. Molded Flashing Accessories: Unreinforced TPO membrane pre-molded to suit a variety of flashing details, including pipe boots, inside corners, outside corners, etc.; UltraPly TPO Small and Large Pipe Flashing by Firestone.

M. Yellow Safety Strip: To designate areas of caution on the roof or around rooftop objects. 5.5 inches wide (140 mm) by 100 feet long (30 m) strip and nominal 30 mil (0.76 mm) thick yellow TPO membrane laminated to a white, cured, seam tape. Compatible with TPO and EPDM; QuickSeam Yellow Safety Strip by Firestone.

2.04 ROOF DECK

A. To be used if existing roof deck is unsuitable and needs to be replaced by unit price.

B. Roof Deck: Non-composite type, fluted steel sheet:

1. Galvanized Steel Sheet: ASTM A924/A924M, Structural Steel (SS) Grade 33/230, with G60/Z180 galvanized coating.
2. Minimum Base Metal Thickness: 22 gauge, 0.0299 inch.
3. Nominal Height: 1-1/2 inch.
4. Side Joints: Lapped, mechanically fastened.
5. End Joints: Lapped, mechanically fastened.

2.05 COVER BOARDS

A. High Density Polyisocyanurate Cover Board: Non-combustible, water resistant high density, closed cell polyisocyanurate core with coated glass mat facers, complying with ASTM D 1623, and with the following additional characteristics:
   1. Board Size: 48 by 96 inches.
      a. Exception: Board to be attached using adhesive or asphalt may be no larger than 48 inches by 48 inches, nominal.
   2. Board Thickness: 1/2 inch.
   3. R-Value: 2.5 R based on ASTM tests C158 and C177.
   4. Surface Water Absorption: <3%, maximum, when tested in accordance with ASTM C 209.
   5. Compressive Strength: 120psi, when tested in accordance with ASTM 1621.
   6. Density: 5pcf, when tested in accordance with ASTM 1622.
   7. Factory Mutual approved for use with FM 1-60 and 1-90 rated roofing assemblies.
   8. Mold Growth Resistance: Passed, when tested in accordance with ASTM D 3273.
   9. Acceptable Product: ISOGARD HD Cover Board by Firestone

2.06 INSULATION

A. Polyisocyanurate (ISO) Board Insulation: Rigid cellular foam, complying with ASTM C1289.
   1. Classifications:
      a. Type II: Faced with either cellulosic facers or glass fiber mat facers on both major surfaces of the core foam.
         1) Class 2 - Faced with coated polymer-bonded glass fiber mat facers on both major surfaces of core foam.
         2) Compressive Strength: Classes 1-2-3, Grade 2 - 20 psi (138 kPa), minimum.
         3) Thermal Resistance, R-value: At 1-1/2 inch thick; Class 2 - 8.0 (1.41) at 75 degrees F.
   2. Board Size: 48 by 48 inches.
   3. Tapered Board: Slope as indicated; minimum thickness 1/2 inch; fabricate of fewest layers possible.
   4. Tapered Board: Slope as indicated; fabricate of fewest layers possible.
   5. Attachment:
      a. Metal Deck:
         1) Base Layer: Mechanical fastening
         2) Top Layer: Mechanical fastening or Low-rise polyurethane adhesive
      b. Concrete Deck: Low-rise polyurethane adhesive.
      c. Precast Concrete Deck: Low-rise polyurethane adhesive.

2.07 ACCESSORIES

A. Prefabricated Roofing Expansion Joint Flashing: Sheet butyl over closed-cell foam backing seamed to galvanized steel flanges.

B. Stack Boots: Prefabricated flexible boot and collar for pipe stacks through membrane; same material as membrane.

C. Insulation Joint Tape: Glass fiber reinforced type as recommended by insulation manufacturer, compatible with roofing materials; 6 inches wide; self adhering.

D. Membrane Adhesive: As recommended by membrane manufacturer.
   1. At Contractor Option; TPO Membrane may be of the Self Adhering (SA) Type.

E. Thinners and Cleaners: As recommended by adhesive manufacturer, compatible with membrane.

F. Insulation Adhesive: As recommended by insulation manufacturer.

G. Strip Reglet Devices: Galvanized steel, maximum possible lengths per location, with attachment flanges.

H. Sealants: As recommended by membrane manufacturer.

I. Roof Drains: Replace existing roof drain strainers per drawings. Existing drains bodies are to remain. Only replace the strainer. Product: Josam 2470 Series. www.josamcom.

J. Walkway Pads: Suitable for maintenance traffic, contrasting color or otherwise visually distinctive from roof membrane.
   1. Composition: Roofing membrane manufacturer's standard.
   2. Surface Color: White or Yellow.
   3. Products:
      a. Carlisle Roofing Systems, Inc.; Sure-Weld TPO Walkway Roll: www.carlisle-syntec.com.
      b. Firestone; UltraPly TPO Walkway Pads: www.firestonebpco.com.
      c. GAF; EverGuard TPO Walkway Roll: www.gaf.com
      d. GenFlex Roofing Systems, LLC; TPO Walkway Pad: www.genflex.com
      e. Johns Manville; JM TPO Safety Walkpad: www.jm.com
      f. Substitutions: See Section 01 60 00 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that surfaces and site conditions are ready to receive work.

B. Verify deck is supported and secure.

C. Verify deck is clean and smooth, flat, free of depressions, waves, or projections, properly sloped and suitable for installation of roof system.

D. Verify deck surfaces are dry and free of snow or ice.

E. Verify that roof openings, curbs, and penetrations through roof are solidly set, and nailing strips and reglets are in place.

3.02 INSTALLATION, GENERAL

A. Perform work in accordance with manufacturer's instructions and NRCA (RM) applicable requirements.

B. Do not apply roofing membrane during cold or wet weather conditions.

C. Do not apply roofing membrane when ambient temperature is outside the temperature range recommended by manufacturer.

D. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring.

E. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed the same day.

3.03 INSULATION - UNDER MEMBRANE

A. Attachment of Insulation at Replacement Area:
   1. Install insulation to deck in accordance with roofing manufacturer's instruction and FM DS 1-28 Factory Mutual requirements with attachment method(s) specified in PART 2, under INSULATION.
   2. Install only as much insulation as can be covered with the completed roofing system before the end of the day's work or before the onset of inclement weather.
   3. Lay roof insulation in courses parallel to roof edges.
   4. Neatly and tightly fit insulation to all penetrations, projections, and nailers, with gaps not greater than 1/4 inch. Fill gaps greater than 1/4 inch with acceptable insulation. Do not leave the roofing membrane unsupported over a space greater than 1/4 inch.

B. Cover Boards: Attach cover boards in accordance with roofing manufacturer's instructions and FM (AG) Factory Mutual requirements.

C. Lay subsequent layers of insulation with joints staggered minimum 6 inches from joints of preceding layer.

D. Place tapered insulation to the required slope pattern in accordance with manufacturer's instructions.

E. Lay boards with edges in moderate contact without forcing. Cut insulation to fit neatly to perimeter blocking and around penetrations through roof.

F. Tape joints of insulation in accordance with roofing and insulation manufacturers' instructions.

G. Do not install more insulation than can be covered with membrane in same day.

3.04 INSTALLATION - MEMBRANE

A. Roll out membrane, free from wrinkles or tears. Place sheet into place without stretching.

B. Shingle joints on sloped substrate in direction of drainage.

C. Accurately align sheets and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.

D. Fully Adhered Application: Apply adhesive to substrate at rate required by roofing manufacturer's instructions and FM (AG) Factory Mutual requirements. Fully embed membrane in adhesive except in areas directly over or within 3 inches of expansion joints. Fully adhere one roll before proceeding to adjacent rolls.
   1. Immediately after installation, roll with a 100 - 150 pound weighted steel roller.

E. Overlap edges and ends and seal seams by contact adhesive, minimum 3 inches. Seal permanently waterproof. Apply uniform bead of sealant to joint edge.

F. At intersections with vertical surfaces:
   1. Extend membrane over cant strips and up a minimum of 6 inches onto vertical surfaces.
   2. Fully adhere flexible flashing over membrane and up to reglets.
   3. Insert flashing into reglets and secure.

G. Around roof penetrations, seal flanges and flashings with flexible flashing.

H. Install roofing expansion joints where indicated. Make joints watertight.
   1. Install prefabricated joint components in accordance with manufacturer's instructions.

I. Coordinate installation of roof drains and sumps and related flashings.

3.05 FINISHING AND WALKWAY INSTALLATION

A. Install walkways at access points to the roof, around rooftop equipment that may require maintenance, and where indicated on the drawings.

B. Walkway Pads: Adhere to the roofing membrane, spacing each pad at minimum of 1.0 inch and maximum of 3.0 inches from each other to allow for drainage.
   1. If installation of walkway pads over field fabricated splices or within 6 inches of a splice edge cannot be avoided, adhere another layer of flashing over the splice and extending beyond the walkway pad a minimum of 6 inches on either side.
   2. Prime the membrane, remove the release paper on the pad, press in place, and walk on pad to ensure proper adhesion.

3.06 FLASHING INSTALLATION

A. Install sheet flashings and preformed flashing accessories and adhere to substrates according to roofing system manufacturer's written instructions.

B. Apply bonding adhesive to substrate and underside of flashing sheet at required rate and allow too partially dry. Do not apply bonding adhesive to seam area of flashing.

C. Flash penetrations and field-formed inside and outside corners with cured or uncured sheet flashing as recommended by manufacturer.

D. Clean splice areas, apply splicing cement, and firmly roll side and end laps of overlapping sheets according to manufacturer's written instructions to ensure a watertight seam.

3.07 FIELD QUALITY CONTROL

A. See Section 01 40 00 - Quality Requirements for additional requirements.

B. Inspection by Manufacturer: Provide final inspection of the roofing system by a Technical Representative employed by roofing system manufacturer specifically to inspect installation for warranty purposes (i.e. not a sales person).

C. Perform all corrections necessary for issuance of warranty.

3.08 CLEANING

A. See Section 01 70 00 - Execution and Closeout Requirements for additional requirements.

B. Remove bituminous markings from finished surfaces.

C. In areas where finished surfaces are soiled by work of this section, consult manufacturer of surfaces for cleaning advice and comply with their documented instructions.

D. Repair or replace defaced or damaged finishes caused by work of this section.

3.09 PROTECTION

A. Protect installed roofing and flashings from construction operations.

B. Where traffic must continue over finished roof membrane, protect surfaces using durable materials.

END OF SECTION 07 54 00

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SECTION 07 62 00 - SHEET METAL FLASHING AND TRIM

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Fabricated sheet metal items, including flashings, counterflashings, gutters, and downspouts.

B. Sealants for joints within sheet metal fabrications.

C. Precast concrete splash pads.

1.02 REFERENCE STANDARDS

A. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix); 2022.

B. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2025a.

C. ASTM A755/A755M - Standard Specification for Steel Sheet, Metallic Coated by the Hot-Dip Process and Prepainted by the Coil-Coating Process for Exterior Exposed Building Products; 2018 (Reapproved 2024).

D. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2018 (Reapproved 2024).

E. ASTM D4586/D4586M - Standard Specification for Asphalt Roof Cement; 2025.

F. CDA A4050 - Copper in Architecture - Handbook; Current Edition.

G. SMACNA (ASMM) - Architectural Sheet Metal Manual; 2012.

1.03 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements for submittal procedures.

B. Shop Drawings: Indicate material profile, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details.

1.04 QUALITY ASSURANCE

A. Perform work in accordance with SMACNA (ASMM) and CDA A4050 requirements and standard details, except as otherwise indicated.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Stack material to prevent twisting, bending, and abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.

B. Prevent contact with materials that could cause discoloration or staining.

PART 2 PRODUCTS

2.01 PREPAINTED, METALLIC-COATED STEEL SHEETS

A. Comply with ASTM A755/A755M.

A. Metallic-Coated Steel Sheet Substrates:
   1. Zinc-Coated, Galvanized, Steel Sheets: Commercial steel sheets, galvanized by hot-dip process; comply with ASTM A653/A653M; coating designation G90.

A. Substrate Preparation for Prefinishing: Clean and prepare substrate surfaces in accordance with coating manufacturer's recommendations for substrate type and application.

A. Washcoats or Backercoats: Provide washcoats or backercoats in accordance with organic coating manufacturer's recommendations.

A. Primer Coats: Provide basecoat primers in accordance with coating manufacturer's recommendations for substrate type, topcoat, and application.

A. Superior Performance Organic Coating System: Provide thermally cured 70-percent PVDF or FEVE fluoropolymer systems in accordance with AAMA 2605, tested for weathering for 10 years with 5 delta units maximum of color change.

A. Application: Parapet Caps, Cleats, Flashing, Counterflashing, Sill Flashing, Gravel Stops, and Edge Trim.
   1. Base Metal Thickness: 24 gauge, 0.024 inch, minimum.
   1. Coating System: Superior-performance organic coating system.
   1. Color: As selected by Architect from manufacturer's full colors.

2.02 FABRICATION

A. Form sections true to shape, accurate in size, square, and free from distortion or defects.

B. Form pieces in longest possible lengths.

C. Hem exposed edges on underside 1/2 inch; miter and seam corners.

D. Form material with flat lock seams, except where otherwise indicated; at moving joints, use sealed lapped, bayonet-type or interlocking hooked seams.

E. Fabricate corners from one piece with minimum 18-inch long legs; seam for rigidity, seal with sealant.

F. Fabricate vertical faces with bottom edge formed outward 1/4 inch and hemmed to form drip.

G. Fabricate flashings to allow toe to extend 2 inches over roofing gravel. Return and brake edges.

2.03 GUTTERS AND DOWNSPOUTS

A. Gutters: Profile as indicated.

B. Downspouts: Rectangular profile.

C. Accessories: Profiled to suit gutters and downspouts.
   1. Anchorage Devices: In accordance with SMACNA (ASMM) requirements.
   2. Gutter Supports: Brackets.
   3. Downspout Supports: Brackets.

D. Splash Pan: Pre-Finish 24 ga galvanized metal or manufacturers standard requirement at downspout outlets.

E. Seal metal joints.

2.04 ACCESSORIES

A. Primer Type: Zinc chromate.

B. Concealed Sealants: Non-curing butyl sealant.

C. Exposed Sealants: ASTM C920; elastomeric sealant, with minimum movement capability as recommended by manufacturer for substrates to be sealed; color to match adjacent material.

D. Asphalt Roof Cement: ASTM D4586/D4586M, Type I, asbestos-free.

E. Reglets: Surface mounted type, galvanized steel.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify roof openings, curbs, pipes, sleeves, ducts, and vents through roof are solidly set, reglets in place, and nailing strips located.

B. Verify roofing termination and base flashings are in place, sealed, and secure.

3.02 PREPARATION

A. Install starter and edge strips, and cleats before starting installation.

B. Back paint concealed metal surfaces with protective backing paint to a minimum dry film thickness of 15 mil, 0.015 inch.

3.03 INSTALLATION

A. Secure flashings in place using concealed fasteners, and use exposed fasteners only where permitted.

B. Apply plastic cement compound between metal flashings and felt flashings.

C. Fit flashings tight in place; make corners square, surfaces true and straight in planes, and lines accurate to profiles.

D. Secure gutters and downspouts in place with concealed fasteners.

E. Slope gutters 1/4 inch per 10 feet, minimum.

END OF SECTION 07 62 00

GMCN ARCHITECTS ▪ PLANNERS

Addendum #1

3/20/2026

115 E. Laurel St., Garden City, KS 67846 phone: 620.276.3244

project no.: **202540**
project: **Florence Wilson Re-Roof Area D**
address: **1709 Labrador Blvd**
Garden City, Kansas 67846

to: Prospective Bidders

The contractor shall include this addendum as a part of his proposal. This addendum forms a part of the contract documents. The following items are to change and or clarify the drawings and specifications for construction of the referenced building and shall take precedence over the original drawings and specifications where a conflict occurs.

SPECIFICATIONS

1.01 No Items

DRAWINGS

2.01 Sheet AD120 – ROOF DEMO PLAN

A. ROOF PLAN LEGEND: Change TPO Roof system over 1/2" cover board and 3” Flat Polyiso Insulation to be 3 1/2” Polyiso Insulation.

B. DEMO ROOF PLAN: Change the slope arrows that are pointing in the north or south direction (up and down) to double arow to indicate that the roof structure slopes here.

2.02 Sheet A120 – ROOF PLAN

A. ROOF PLAN LEGEND: Change TPO Roof system over 1/2" cover board and 3” Flat Polyiso Insulation to be 3 1/2” Polyiso Insulation.

B. DEMO ROOF PLAN: Change the slope arrows that are pointing in the north or south direction (up and down) to double arow to indicate that the roof structure slopes here.

END OF ADDENDUM #1

GMCN
ARCHITECTS ▪ PLANNERS

115 E. Laurel St., Garden City, KS 67846 phone: 620.276.3244

Addendum #2

3/31/2026

project no.: **202540**
project: **Florence Wilson Re-Roof Area D**
address: **1709 Labrador Blvd**
Garden City, Kansas 67846

to: Prospective Bidders

The contractor shall include this addendum as a part of his proposal. This addendum forms a part of the contract documents. The following items are to change and or clarify the drawings and specifications for construction of the referenced building and shall take precedence over the original drawings and specifications where a conflict occurs.

PROCUREMENT REQUIREMENTS

1.01 BID DATE CHANGE

A. The bid date will change from April 2, 2026, to April 9, 2026.
   1. There is an additional scope of work being added which will be released in a future addendum.

B. The bid time will remain the same.

END OF ADDENDUM #2

 © 2026

GMCN ARCHITECTS ▪ PLANNERS

Addendum #3

4/1/2026

115 E. Laurel St., Garden City, KS 67846 phone: 620.276.3244

project no.: **202540**
project: **Florence Wilson Re-Roof Area D**
address: **1709 Labrador Blvd**
Garden City, Kansas 67846

to: Prospective Bidders

The contractor shall include this addendum as a part of his proposal. This addendum forms a part of the contract documents. The following items are to change and or clarify the drawings and specifications for construction of the referenced building and shall take precedence over the original drawings and specifications where a conflict occurs.

PROCUREMENT REQUIREMENTS

1.01 SECTION 00 41 13 – BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

A. Delete Section 00 41 13 – BID FORM – STIPULATED SUM (SINGLE-PRIME CONTRACT) and replace with attached 00 41 13 – BID FORM – STIPULATED SUM (SINGLE-PRIME CONTRACT).

1. Alternate A-1 was added to the bid form.

SPECIFICATIONS

2.01 SECTION 01 23 00 – ALTERNATES

A. Add Section 01 23 00 – ALTERNATES with attached 01 23 00 – ALTERNATES.

DRAWINGS

3.01 Sheet G101 – COVER SHEET

A. Delete and replace with attached sheet G101 – COVER SHEET.

3.02 Sheet AD120 – ROOF DEMO PLAN

A. Delete and replace with attached sheet AD120 – ROOF DEMO PLAN.

3.03 Sheet AD121 – ROOF DEMO PLAN - AREA A

A. Add sheet AD121 – ROOF DEMO PLAN - AREA A with attached sheet AD121 – ROOF DEMO PLAN - AREA A.

3.04 Sheet A120 – ROOF PLAN - AREA D

A. Delete and replace with attached sheet AD120 – ROOF PLAN - AREA A.

3.05 Sheet A120.A – ROOF PLAN - AREA A

A. Add Sheet A120.A – ROOF PLAN - AREA A with attached sheet A120.A – ROOF PLAN - AREA A.

3.06 Sheet A121 – ROOF DETAILS

A. No changes to this sheet.

3.07 Sheet A122 – ROOF DETAILS

A. Add Sheet A122 – ROOF DETAILS with attached sheet A122 – ROOF DETAILS.

END OF ADDENDUM #3

SECTION 00 41 13 - BID FORM – STIPULATED SUM (SINGLE-PRIME CONTRACT)

BID INFORMATION

1.01 BIDDER: _____.

A. Project Name: Florence Wilson Re-Roof Area D

B. Project Location:
   1. 121 W Walnut St., Garden City, Kansas.

C. Owner: Garden City Unified School District #457 Board of Education.

D. Architect: GMCN Architects, Inc.

E. Architect Project Number: 202540

1.02 **CERTIFICATIONS AND BASE BID**

A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by GMCN Architects Inc. and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:
   1. _____ Dollars ($_____).

1.03 BID GUARANTEE

A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the amount constituting five percent (5%) of the Base Bid amount above:
   1. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.04 TIME OF COMPLETION

A. If this Bid is accepted we will:

B. The undersigned Bidder proposes and agrees hereby to commence and complete the Work of the Contract Documents as specified in Section 00 11 13 Advertisement for Bids.

1.05 ACKNOWLEDGEMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
   1. Addendum No. 1, dated _____.

2. Addendum No. 2, dated _____.
3. Addendum No. 3, dated _____.
4. Addendum No. 4, dated _____.

1.06 ALTERNATE BIDS

A. **ALTERNATE BID NO. A-1**: Shall consist of the recovering of existing roof membrane and all other work at Area A:
   1. _____Dollars ($_____).
   2. The Owner may not initially accept the cost of this Alternate Bid upon signing of the Contract. The Bidder shall honor the cost of this Proposal for a minimum of 30 days after the contract has been signed.

1.07 UNIT PRICES

A. The following are Unit Prices for specific portions of the Work as listed:

B. U-1 Removal and replacement of any unsuitable wood blocking with new blocking per Section 06100, including disposal off site.
   1. $_____ Per LF.

C. U-2 Removal and replacement of any unsuitable metal deck, including disposal off site.
   1. $_____ Per SF.

1.08 CHANGES TO THE WORK

A. Changes in the Work shall be as established in the Contract Documents. The following fees shall be used for lump sum pricing and actual cost pricing of additions and deletions to that Work included in the Bid, namely:
   1. Contractor Work performed by his own forces:
      O&P ____% Not-to-Exceed 15%
   2. Contractor Work performed by other than his own forces:
      O&P ____% Not-to-Exceed 10%
   3. Subcontractor Work performed by his own forces:
      O&P ____% Not-to-Exceed 10%
   4. Subcontractor Work performed by other than his own forces:
      O&P ____% Not-to-Exceed 5%
   5. Percentages for overhead and profit will not be allowed on bond premiums.

1.09 BID SUPPLEMENTS

A. The following supplements are a part of this Bid Form and are attached hereto.
   1. Bid Form Supplement - Bid Bond Form (AIA Document A310)

1.10 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Finney County and Garden City, KKansas, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.11 SUBMISSION OF BID

A. Respectfully submitted this _____day of _____, 2026.
B. Submitted By: _____
C. (Name of bidding firm or corporation)
D. Authorized Signature: _____
E. (Handwritten signature)
F. Signed By: _____
G. (Type or print name)
H. Title: _____
I. (Owner/Partner/President/Vice President)
J. Witness By: _____
K. (Handwritten signature)
L. Attest: _____
M. (Handwritten signature)
N. _____
O. (Type or print name)
P. Title: _____
Q. (Corporate Secretary or Assistant Secretary)
R. Street Address: _____
S. City, State, Zip _____
T. Phone: _____
U. License No.: _____
V. Federal ID No.: _____

1.12 (AFFIX CORPORATE SEAL HERE)

END OF DOCUMENT 004113

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SECTION 01 23 00 - ALTERNATES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Description of Alternates.

B. Procedures for pricing Alternates.

C. Documentation of changes to Contract Sum and Contract Time.

1.02 ACCEPTANCE OF ALTERNATES

A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in the Owner-Contractor Agreement.

B. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.

1.03 SCHEDULE OF ALTERNATES

A. Alternate No. A-1 - Roof Area A:
   1. Base Bid: No work this area of roof.
   2. Alternate: Recover of existing roof membrane with new TPO roof system. This shall consist of recovering the existing mod-bit roof membrane with new fleece back TPO membrane adhered with bonding adhesive. Note that SA option is not acceptable for this scope of work. All applicable Specification Divisions/Sections shall be included.
      a. Acceptable Product: UltraPly TPO XR 115 mil by Elevate.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 23 00

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FLORENCE WILSON RE-ROOF AREA D
FLORENCE WILSON ELEM. SCHOOL

USD 457 GARDEN CITY SCHOOLS

1709 LABRADOR BLVD
GARDEN CITY, KANSAS 67846

DRAWING SHEET INDEX

GENERAL
G101 COVER SHEET

ARCHITECTURAL DEMO
AD120 ROOF DEMO PLAN - AREA D
AD121 ROOF DEMO PLAN - AREA A

ARCHITECTURAL
A120 ROOF PLAN - AREA D
A120.A ROOF PLAN - AREA A
A121 ROOF DETAILS
A122 ROOF DETAILS

DATA

1. LIST OF APPLICABLE CODES AND REGULATIONS
   A. 2018 INTERNATIONAL BUILDING CODE (I.B.C.)

ALTERNATES

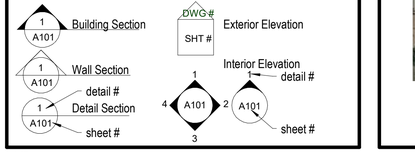
1. ROOF AREA 'A' - Alternate Bid A-1

ABBREVIATIONS

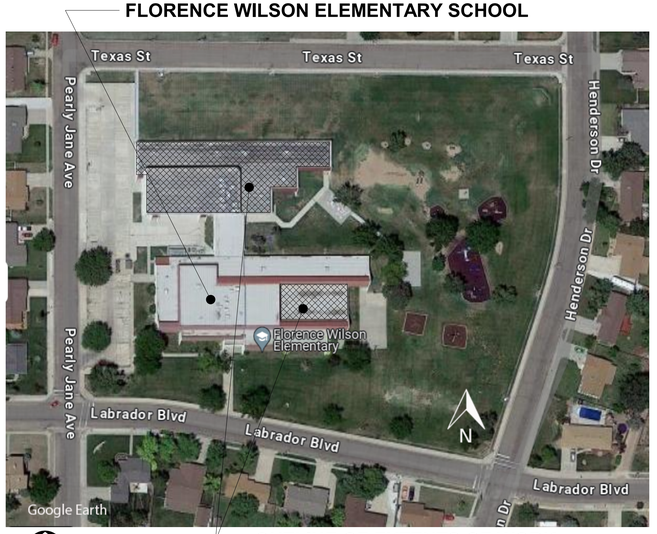
&, ℄	AND	DBL.	DOUBLE	GA.	GAUGE	O.A.	OVERALL	S.SK.	SERVICE SINK
∠	ANGLE	D.F.	DRINKING FOUNTAIN	GALV.	GALVANIZED	OBS.	OBSCURE	STA.	STATION
@	AT	DET.	DETAIL	G.B.	GRAB BAR	O.C.	ON CENTER	STD.	STANDARD
℄	CENTERLINE	DIA.	DIAMETER	GL.	GLASS	O.D.	OUTSIDE DIAMETER	STL.	STEEL
⌀	DIAMETER OR ROUND	DIM.	DIMENSION	GND.	GROUND	OFF.	OFFICE	STOR.	STORAGE
⊥	PERPENDICULAR	DISP.	DISPENSER	GR.	GRADE	OPNG.	OPENING	STRUCT.	STRUCTURAL
#	POUND OR NUMBER	DN.	DOWN	GYP.	GYPSUM	OPP.	OPPOSITE	SUSP.	SUSPENDED
(E)	EXISTING	DR.	DOOR	GWB	GYPSUM WALL BOARD			S.V.	SHEET VINYL
		DWR.	DRAWER					SYM.	SYMMETRICAL
		DS.	DOWNSPOUT	H.B.	HOSE BIBB	PRCST.	PRE-CAST		
		D.S.P.	DRY STANDPIPE	H.C.	HOLLOW CORE	PL.	PLATE		
ACOUS.	ACOUSTICAL	DWG.	DRAWING	HDWD.	HARDWOOD	P.LAM.	PLASTIC LAMINATE	T.B.	TOWEL BAR
A.D.	AREA DRAIN			H.M.	HOLLOW METAL	PLAS.	PLASTIC	T.C.	TOP OF CURB
A.F.C.	ABOVE FINISH CEILING	E.	EAST	HORIZ.	HORIZONTAL	PLYWD.	PLYWOOD	TEL.	TELEPHONE
A.F.F.	ABOVE FINISH FLOOR	EA.	EACH	H.P.L.	HIGH PRESSURE LAMINATE	PR.	PAIR	TER.	TERRAZZO
ADJ.	ADJUSTABLE	E.I.F.S.	EXTERIOR INSULATION FINISH SYSTEM	HR.	HOUR	PT.	POINT	T.&G.	TONGUE AND GROOVE
AGGR.	AGGREGATE			HT.	HEIGHT	P.T.D.	PAPER TOWEL DISPENSER	THK.	THICK
A.H.U.	AIR HANDLING UNIT	E.J.	EXPANSION JOINT			P.T.D. / R.	COMBINATION PAPER TOWEL DISPENSER & RECEPTACLE	T.P.	TOP OF PAVEMENT
AL.	ALUMINUM	ELEC.	ELECTRICAL	I.D.	INSIDE DIAMETER (DIM)			T.P.D.	TOILET PAPER DISPENSER
ALT.	ALTERNATE	EL.	ELEVATION	INSUL.	INSULATION	PTN.	PARTITION	T.S.	TOP OF SLAB
APPROX.	APPROXIMATE	ELEV.	ELEVATOR	INT.	INTERIOR	P.T.R.	PAPER TOWEL RECEPTACLE	T.V.	TELEVISION
ARCH.	ARCHITECTURAL	EMER.	EMERGENCY					T.W.	TOP OF WALL
ASB.	ASBESTOS	ENCL.	ENCLOSURE	JAN.	JANITOR	Q.T.	QUARRY TILE	TYP.	TYPICAL
ASPH.	ASPHALT	E.P.	ELECTRICAL PANELBOARD	JT.	JOINT				
		EQ.	EQUAL			R.	RADIUS	UNF.	UNFINISHED
BD.	BOARD	EQUIP.	EQUIPMENT	K.O.	KNOCK-OUT	R.D.	ROOF DRAIN	U.O.N.	UNLESS OTHERWISE NOTED
B.F.F.	BELOW FINISH FLOOR	EXST.	EXISTING.			REF.	REFERENCE	UR.	URINAL
BITUM.	BITUMINOUS	EXPO.	EXPOSED	LAM.	LAMINATE	REFR.	REFRIGERATOR		
BLDG.	BUILDING	EXP.	EXPANSION	LAV.	LAVATORY	RGTR.	REGISTER	V.C.T.	VINYL COMPOSITION TILE
BLK.	BLOCK	EXT.	EXTERIOR	LKR.	LOCKER	REINF.	REINFORCED	VERT.	VERTICAL
BLKG.	BLOCKING			L.L.	LOWER LEVEL	REQ'D	REQUIRED	VEST.	VESTIBULE
BM.	BEAM	F.A.	FIRE ALARM	LT.	LIGHT	RESIL.	RESILIENT		
BOTT.	BOTTOM	F.B.	FLAT BAR			RM.	ROOM	W.	WEST
		F.C.U.	FAN COIL UNIT	MANUF.	MANUFACTURER	R.O.	ROUGH OPENING	W/	WITH
CAB.	CABINET	F.D.	FLOOR DRAIN	MAX.	MAXIMUM	RWD.	REDWOOD	W.C.	WATER CLOSET
C.B.	CATCH BASIN	FDN.	FOUNDATION	MECH.	MECHANICAL	R.W.L.	RAIN WATER LEADER	WD.	WOOD
C. & G.	CURB AND GUTTER	F.E.	FIRE EXTINGUISHER	MEMB.	MEMBRANE			W.O.	WHERE OCCURS
CEM.	CEMENT	F.E.C.	FIRE EXTINGUISHER CABINET	MFR.	MANUFACTURER	S.	SOUTH	W/O	WITHOUT
CER.	CERAMIC	F.F.S.	FINISH FLOOR SEPARATIONS	MH.	MANHOLE	S.C.	SOLID CORE	WP.	WATERPROOF
C.I.	CAST IRON	F.H.C.	FIRE HOSE CABINET	MIN.	MINIMUM	S.C.D.	SEAT COVER DISPENSER	WSCT.	WAINSCOT
C.J.	CONTROL JOINT	FIN.	FINISH	MIR.	MIRROR	SCHED.	SCHEDULE	WT.	WEIGHT
CLG.	CEILING	FLR.	FLOOR	MISC.	MISCELLANEOUS	S.D.	SOAP DISPENSER		
CLO.	CLOSET	FLASH.	FLASHING	M.L.	MAIN LEVEL	SECT.	SECTION		
CLR.	CLEAR	FLUOR.	FLUORESCENT	M.O.	MASONRY OPENING	SHLF.	SHELF		
C.M.U.	CONCRETE MASONRY UNIT	F.O.C.	FACE OF CONCRETE	MSRY.	MASONRY	SHWR.	SHOWER		
COL.	COLUMN	F.O.F.	FACE OF FINISH	MTD.	MOUNTED	SHT.	SHEET		
CONC.	CONCRETE	F.O.S.	FACE OF STUDS	MTL.	METAL	SHLF.	SHELF		
CONN.	CONNECTION	F.O.W.	FACE OF WALL	MUL.	MULLION	SHLVS.	SHELVES		
CONSTR.	CONSTRUCTION	FPRF.	FIREPROOF			SIM.	SIMILAR		
CONT.	CONTINUOUS	F.S.	FULL SIZE	N.	NORTH	S.N.D.	SANITARY NAPKIN DISPENSER		
CORR.	CORRIDOR	FT.	FOOT OR FEET	N.I.C.	NOT IN CONTRACT	S.N.R.	SANITARY NAPKIN RECEPTACLE		
CTSK.	COUNTERSUNK	FTG.	FOOTING	NO. OR #	NUMBER	SPEC.	SPECIFICATION		
CTR.	CENTER	FURR.	FURRING	NOM.	NOMINAL	SQ.	SQAURE		
		FUT.	FUTURE	N.T.S.	NOT TO SCALE	S.S.	STAINLESS STEEL		

MATERIAL SYMBOLS

- ACOUST. CLG. TILE
- ASPHALT PAVING
- CONCRETE (ELEVATION/SECTION)
- EARTH
- FINISH WOOD
- GLASS - (ELEV. / SECT.)
- GRANULAR FILL / DRAINAGE MATERIAL
- GROUT
- GYP. BD. - (ELEV. / SECT.)
- INSULATION - FOUNDAITON
- INSULATION - ROOF
- BATT INSULATION
- RIGID INSULATION
- CONCRETE MASONRY UNIT
- PARTICLE BOARD
- PLYWOOD
- PRECAST CONC./P.C. PLASTER/CUT STONE
- SAND
- STEEL
- TILE
- WOOD FRAMING OR BLOCKING



VICINITY MAP



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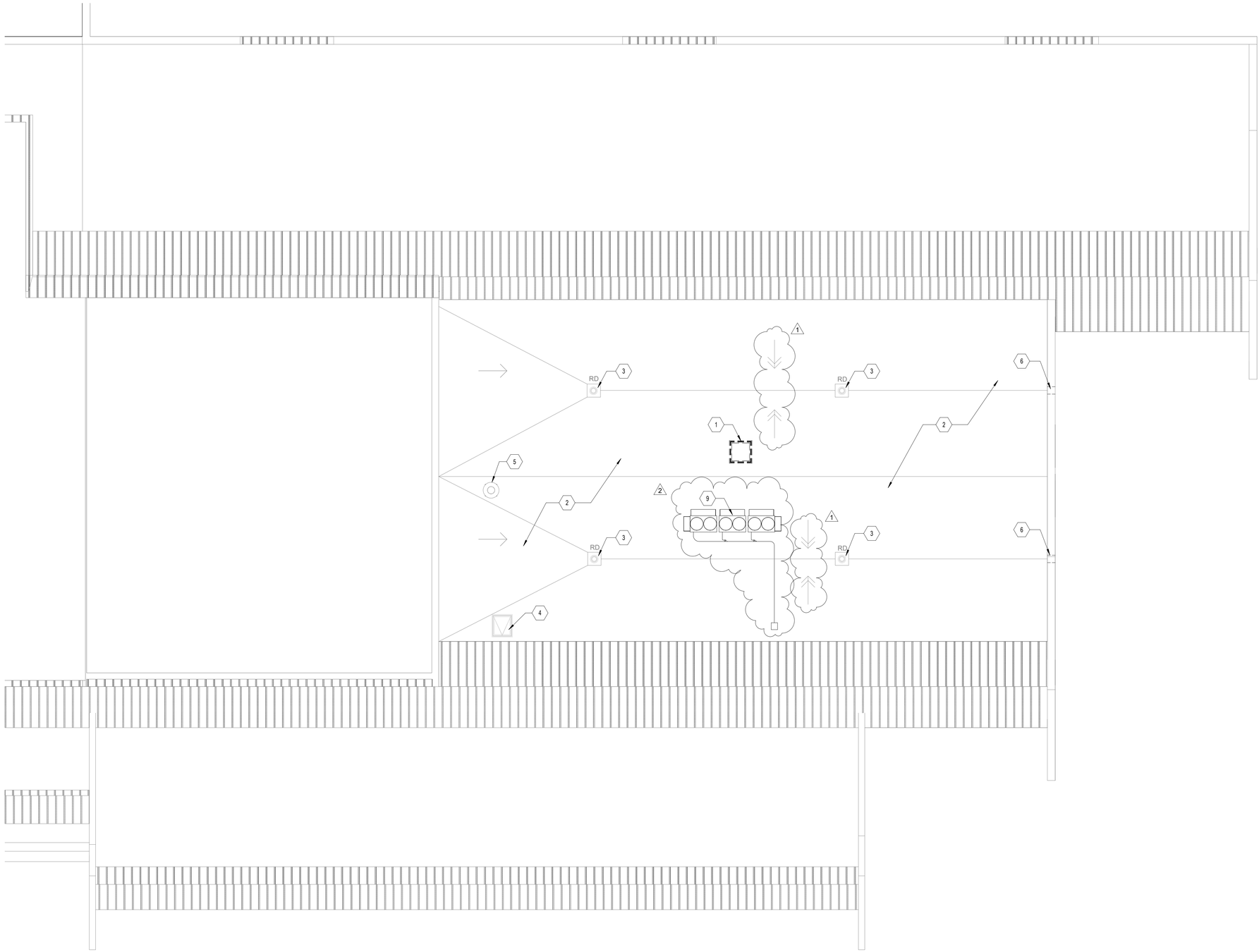
ISSUE:

No	Date	Description
2	2026-04-01	Addendum 3

SHEET TITLE: COVER SHEET

DATE: 2026-03-05

G101



DEMO ROOF PLAN
1/8" = 1'-0"

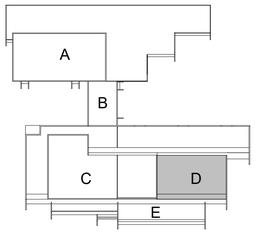
0' 4' 8' 16'

ROOF PLAN LEGEND

- INDICATES SLOPED STRUCTURE
- INDICATES TAPERED INSULATION 1/4"/FT. U.N.O.
- 8" — TOTAL THICKNESS OF INSULATION & ROOF SYSTEM ABOVE DECK, U.N.O.
- TPO. ROOF SYSTEM OVER 1/2" COVER BOARD AND 3" FLAT POLYISO INSULATION.
- TAPERED POLYISO INSULATION, THICKNESS REQUIRED TO ACHIEVE 1/2"/FT. SLOPE
- EXISTING ROOF TO REMAIN
- EXISTING ROOF CURB TO BE REMOVED

DEMOLITION NOTES

1. EXIST. ROOF CURB TO BE REMOVED
2. REMOVE EXISTING ROOF MEMBRANE, COVER BOARD AND INSULATION DOWN TO DECK, REPLACE WITH NEW INSULATION, COVER BOARD AND TPO MEMBRANE.
3. EXIST. ROOF DRAIN, CHECK TO CONFIRM DRAINPIPE IS SECURELY CONNECTED TO ROOF DRAIN AND FREE OF DEBRIS - REPAIR AS REQUIRED REF 3 / A121.
4. EXISTING ROOF HATCH TO REMAIN
5. EXISTING ROOF EXHAUST TO REMAIN
6. EXIST. OVERFLOW DRAIN TO REMAIN, CHECK THAT IT IS FREE OF DEBRIS - REPAIR AS REQUIRED.
7. EXIST. SCUPPER, DOWNSPOUT TO REMAIN, CHECK THAT IT IS FREE OF DEBRIS - REPAIR AS REQUIRED.
8. MECH. EQUIPMENT, RAISE IF REQUIRED FOR 8" MIN CURB,REF 2 / A121, IF REQUIRED MECHANICAL CONTRACTOR TO REMOVE ROOF TOP UNIT(DISCONNECT ANY PIPING/ DUCTWORK AND CAP FOR FUTURE RE-CONNECTION) AND SET ASIDE FOR FUTURE RE-INSTALLATION. ONCE RE-ROOFING AND FLASHING HAS BEEN COMPLETED, MECHANICAL CONTRACTOR TO INSTALL ROOF TOP UNIT AND SECURE PER MANUFACTURES INSTALLATION INSTRUCTIONS. RECONNECT TO EXISTING PIPING/ DUCTWORK AS REQUIRED.
9. EXIST HEAT PUMPS, IF REQUIRED MECHANICAL CONTRACTOR TO REMOVE (DISCONECT ANY PIPING AND CAP FOR FUTURE RE-CONNECTION AND MOVE AS REQUIRED FOR FUTURE RE-CONNECTION) AND SET ASIDE FOR FUTURE RE-INSTALLATION. ONCE RE-ROOFING AND FLASHING HAS BEEN COMPLETED, MECHANICAL CONTRACTOR TO INSTALL. RECONNECT TO EXISTING PIPING AS REQUIRED.
10. EXIST. GAS LINE TO BE REMOVED AND CAP FOR FUTURE RE-CONNECTION, SET ASIDE FOR FUTURE RE-INSTALLATION ONCE THE RE-ROOFING HAS BEEN COMPLETED, PLUMBER TO RECONNECT TO EXISTING AS REQUIRED.



KEY PLAN

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ISSUE:

No	Date	Description
1	2026-03-20	Addendum 1
2	2026-04-01	Addendum 3

SHEET TITLE: ROOF DEMO PLAN - AREA D

DATE: 2026-03-05

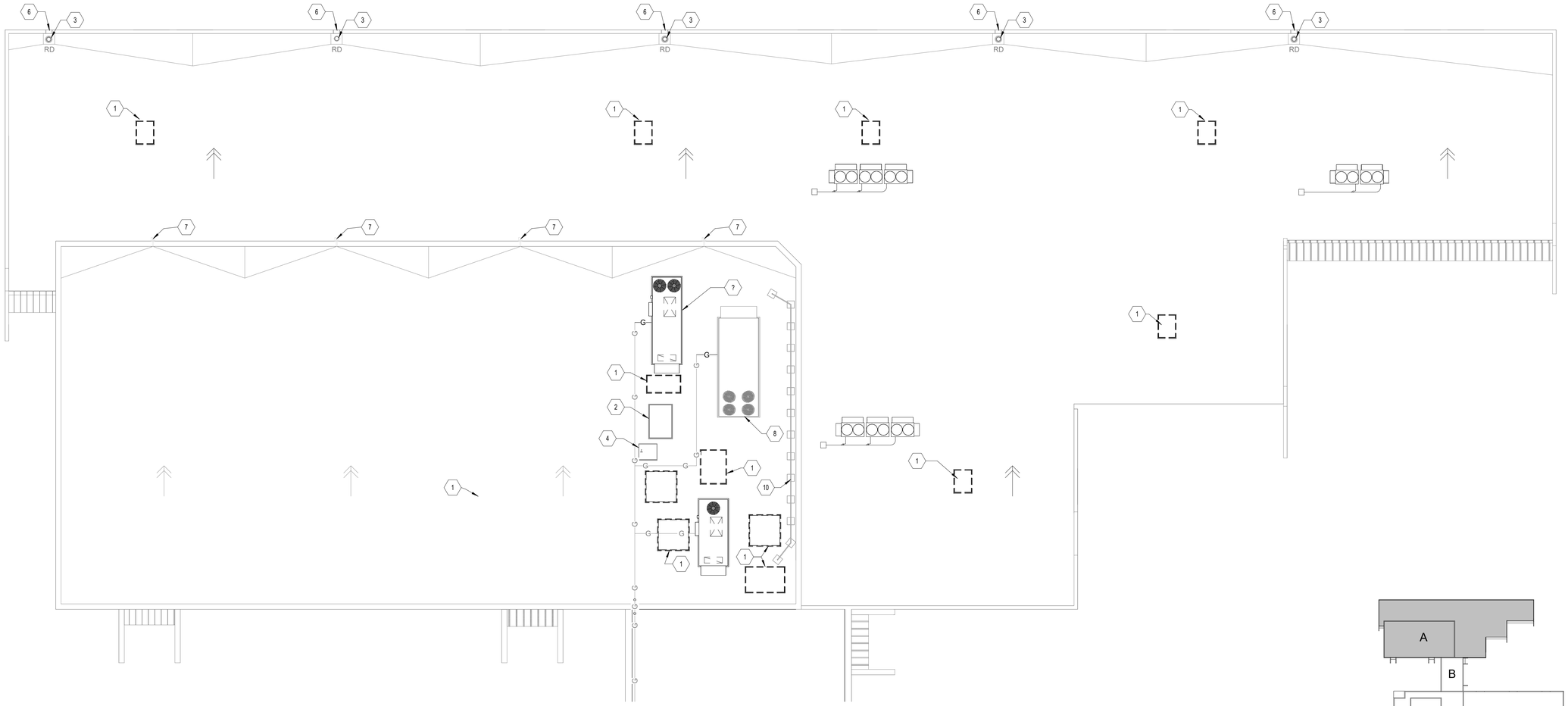
AD120

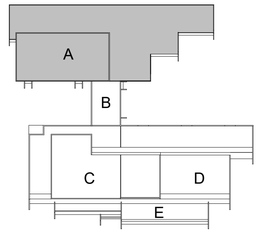
DEMOLITION NOTES

1. EXIST. ROOF CURB TO BE REMOVED
2. REMOVE EXISTING ROOF MEMBRANE, COVER BOARD AND INSULATION DOWN TO DECK, REPLACE WITH NEW INSULATION, COVER BOARD AND TPO MEMBRANE.
3. EXIST. ROOF DRAIN, CHECK TO CONFIRM DRAINPIPE IS SECURELY CONNECTED TO ROOF DRAIN AND FREE OF DEBRIS - REPAIR AS REQUIRED REF 3 / A121.
4. EXISTING ROOF HATCH TO REMAIN
5. EXISTING ROOF EXHAUST TO REMAIN
6. EXIST. OVERFLOW DRAIN TO REMAIN, CHECK THAT IT IS FREE OF DEBRIS - REPAIR AS REQUIRED.
7. EXIST. SCUPPER, DOWNSPOUT TO REMAIN, CHECK THAT IT IS FREE OF DEBRIS - REPAIR AS REQUIRED.
8. MECH. EQUIPMENT, RAISE IF REQUIRED FOR 8" MIN CURB,REF 2 / A121, IF REQUIRED MECHANICAL CONTRACTOR TO REMOVE ROOF TOP UNIT(DISCONNECT ANY PIPING/ DUCTWORK AND CAP FOR FUTURE RE-CONNECTION) AND SET ASIDE FOR FUTURE RE-INSTALLATION. ONCE RE-ROOFING AND FLASHING HAS BEEN COMPLETED, MECHANICAL CONTRACTOR TO INSTALL ROOF TOP UNIT AND SECURE PER MANUFACTURES INSTALLATION INSTRUCTIONS. RECONNECT TO EXISTING PIPING/ DUCTWORK AS REQUIRED.
9. EXIST HEAT PUMPS, IF REQUIRED MECHANICAL CONTRACTOR TO REMOVE (DISCONECT ANY PIPING AND CAP FOR FUTURE RE-CONNECTION AND MOVE AS REQUIRED FOR FUTURE RE-CONNECTION) AND SET ASIDE FOR FUTURE RE-INSTALLATION. ONCE RE-ROOFING AND FLASHING HAS BEEN COMPLETED, MECHANICAL CONTRACTOR TO INSTALL. RECONNECT TO EXISTING PIPING AS REQUIRED.
10. EXIST. GAS LINE TO BE REMOVED AND CAP FOR FUTURE RE-CONNECTION, SET ASIDE FOR FUTURE RE-INSTALLATION ONCE THE RE-ROOFING HAS BEEN COMPLETED, PLUMBER TO RECONNECT TO EXISTING AS REQUIRED.
10. REMOVE EXIST. GUARD RAIL AS REQUIRED FOR NEW ROOFING INSTALLATION. ONCE RE-ROOFING HAS BEEN COMPLETED, REINSTALL.

ROOF PLAN LEGEND

- INDICATES SLOPED STRUCTURE
- INDICATES TAPERED INSULATION 1/4"/FT. U.N.O.
- 8" — TOTAL THICKNESS OF INSULATION & ROOF SYSTEM ABOVE DECK, U.N.O.
- TPO. ROOF SYSTEM OVER 1/2" COVER BOARD AND 3" FLAT POLYISO INSULATION.
- TAPERED POLYISO INSULATION, THICKNESS REQUIRED TO ACHIEVE 1/2"/FT. SLOPE
- EXISTING ROOF TO REMAIN
- EXISTING ROOF CURB TO BE REMOVED





KEY PLAN

DEMO ROOF PLAN AREA A

1" = 10'-0"

0' 5' 10' 20'

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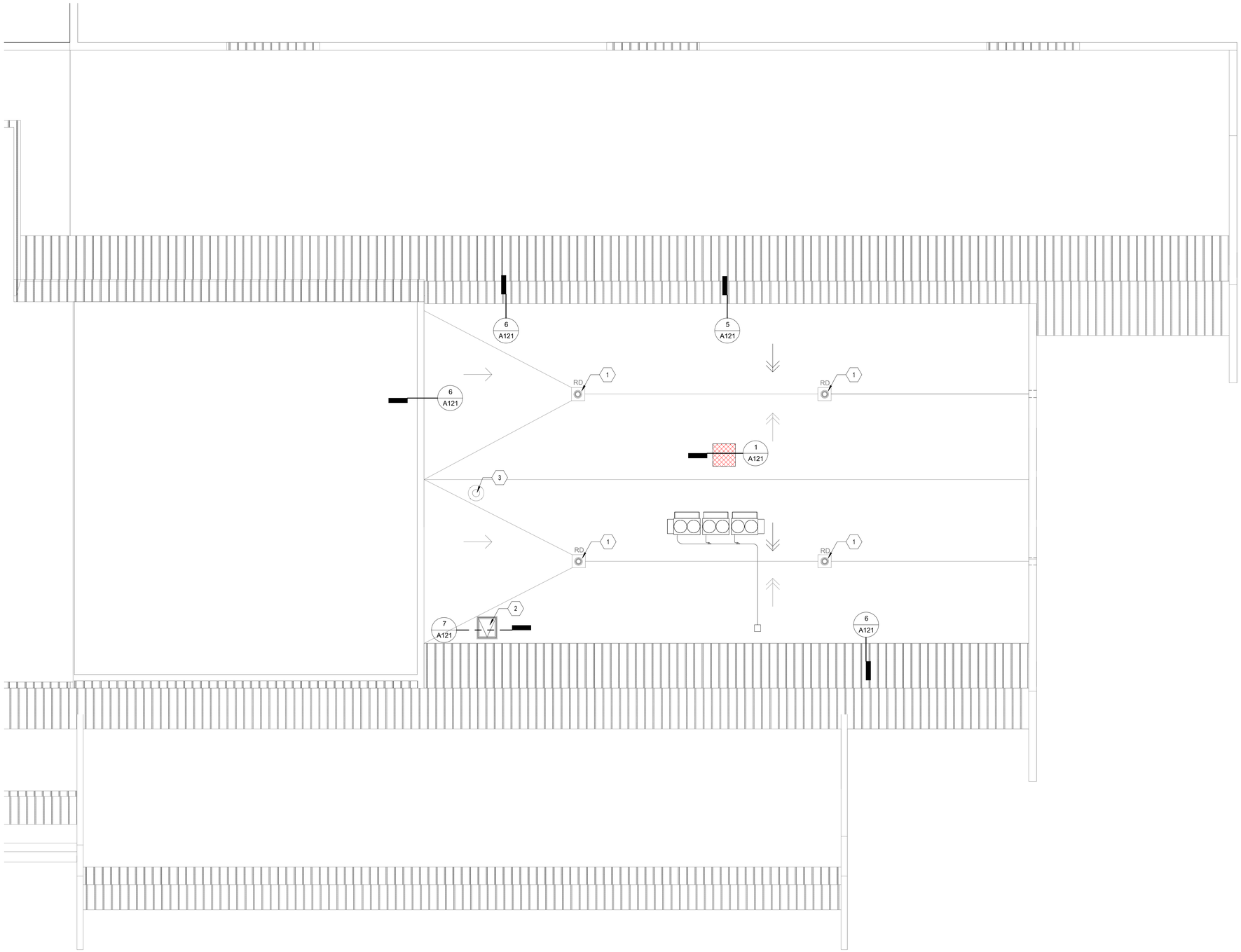
ISSUE:

No	Date	Description

SHEET TITLE:
ROOF DEMO PLAN - AREA A

DATE:
2026-03-05

AD121



ROOF PLAN

1/8" = 1'-0"

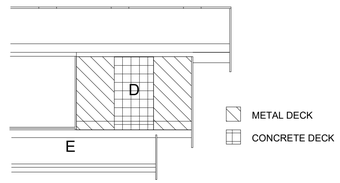
0' 4' 8' 16'

ROOF PLAN LEGEND

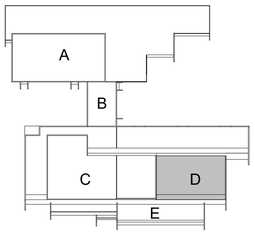
- INDICATES SLOPED STRUCTURE
- INDICATES TAPERED INSULATION 1/4"/FT. U.N.O.
- 8" TOTAL THICKNESS OF INSULATION & ROOF SYSTEM ABOVE DECK, U.N.O.
- TPO. ROOF SYSTEM OVER 1/2" COVER BOARD AND 3" FLAT POLYISO INSULATION.
- TAPERED POLYISO INSULATION, THICKNESS REQUIRED TO ACHIEVE 1/2"/FT. SLOPE
- EXISTING ROOF TO REMAIN
- EXISTING ROOF CURB TO BE REMOVED

ROOF PLAN NOTES

1. EXIST. ROOF DRAIN, CHECK TO CONFIRM DRAINPIPE IS SECURELY CONNECTED TO ROOF DRAIN AND FREE OF DEBRIS - REPAIR AS REQUIRED REF 3 / A121.
2. EXISTING ROOF HATCH TO REMAIN
3. EXISTING ROOF EXHAUST TO REMAIN



KEY PLAN - DECK TYPES



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ISSUE:

No	Date	Description

SHEET TITLE: ROOF PLAN - AREA D

DATE: 2026-03-05

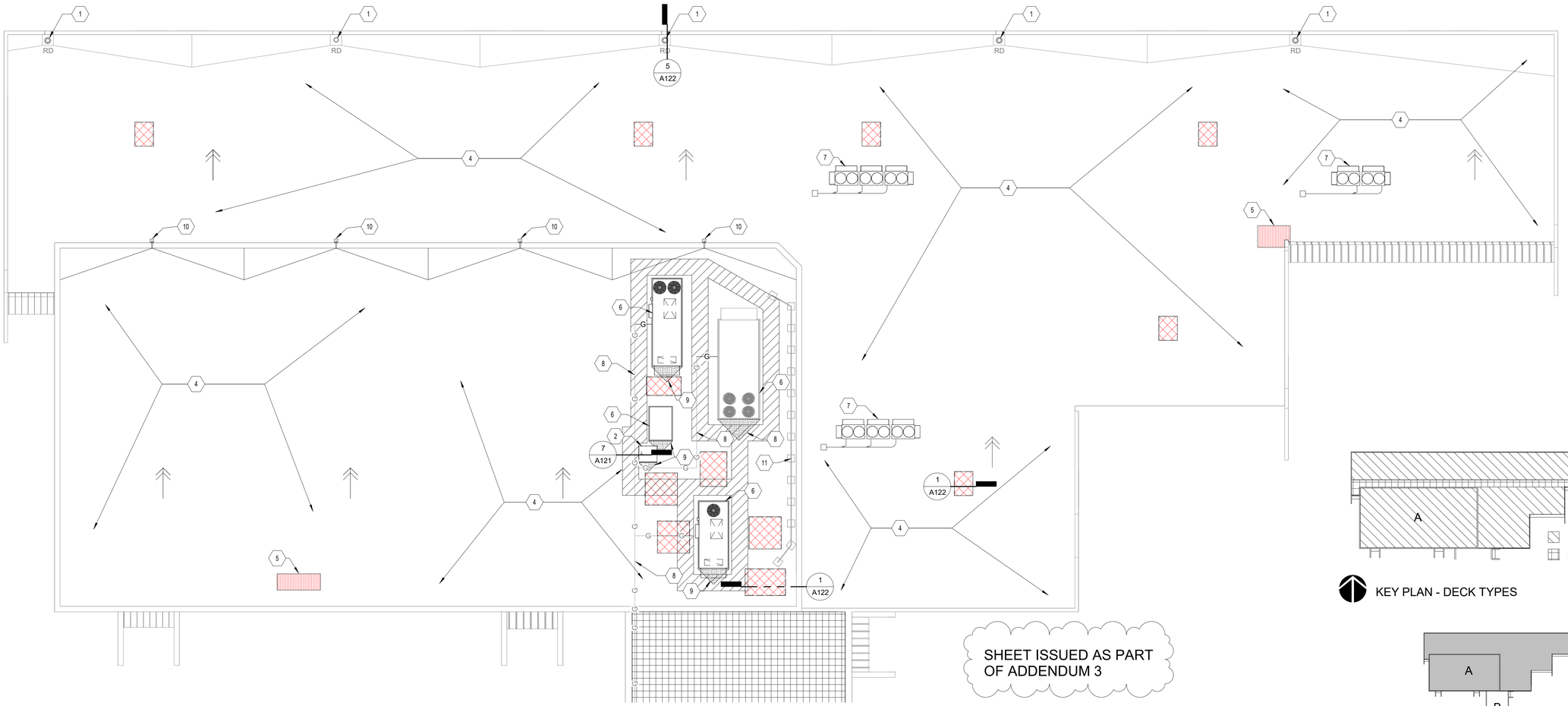
A120

ROOF PLAN NOTES

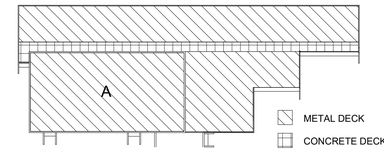
1. EXIST. ROOF DRAIN, CHECK TO CONFIRM DRAINPIPE IS SECURELY CONNECTED TO ROOF DRAIN AND FREE OF DEBRIS - REPAIR AS REQUIRED REF 5 / A122
2. EXISTING ROOF HATCH TO REMAIN
3. EXISTING ROOF EXHAUST TO REMAIN
4. NEW TPO ROOF MEMBRANE ON EXST ROOF MEMBRANE
5. REMOVE EXISTING ROOF AND INSULATION DOWN TO DECK. REPLACE WITH NEW INSULATION, COVER BOARD AND MODIFIED MEMBRANE TO MATCH EXISTING.
6. MECH. EQUIPMENT, RAISE IF REQUIRED FOR 8" MIN CURB,REF 2 / A122, IF REQUIRED MECHANICAL CONTRACTOR TO REMOVE ROOF TOP UNIT(DISCONNECT ANY PIPING/ DUCTWORK AND CAP FOR FUTURE RE-CONNECTION) AND SET ASIDE FOR FUTURE RE-INSTALLATION. ONCE RE-ROOFING AND FLASHING HAS BEEN COMPLETED, MECHANICAL CONTRACTOR TO INSTALL ROOF TOP UNIT AND SECURE PER MANUFACTURES INSTALLATION INSTRUCTIONS. RECONNECT TO EXISTING PIPING/ DUCTWORK AS REQUIRED.
7. EXIST HEAT PUMPS, IF REQUIRED MECHANICAL CONTRACTOR TO REMOVE (DISCONECT ANY PIPING AND CAP FOR FUTURE RE-CONNECTION AND MOVE AS REQUIRED FOR FUTURE RE-CONNECTION) AND SET ASIDE FOR FUTURE RE-INSTALLATION. ONCE RE-ROOFING AND FLASHING HAS BEEN COMPLETED, MECHANICAL CONTRACTOR TO INSTALL. RECONNECT TO EXISTING PIPING AS REQUIRED.
8. RECONNECT GAS LINE AS REQUIRED (TYP. ALL LINES) SUPPORT ON MIRO ROLLER SERIES SUPPORTS OR EQUAL REF. 6 / A122
9. ROOF CRICKET AT MECHANICAL UNIT. PROVIDE 1/2 " MIN PER FOOT SLOPE. (TYP.)
10. NEW SPLASH PAN
11. REMOVE EXIST. GUARD RAIL AS REQUIRED FOR NEW ROOFING INSTALLATION. ONCE RE-ROOFING HAS BEEN COMPLETED, REINSTALL. PROVIDE WALKWAY PAD BELOW POST BASE.

ROOF PLAN NOTES

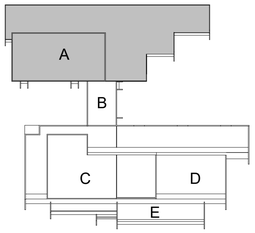
- INDICATES SLOPED STRUCTURE
- INDICATES TAPERED INSULATION 1/4"/FT. U.N.O.
- 8" — TOTAL THICKNESS OF INSULATION & ROOF SYSTEM ABOVE DECK, U.N.O.
- TPO. ROOF SYSTEM OVER 1/2" COVER BOARD AND 3" FLAT POLYISO INSULATION.
- TAPERED POLYISO INSULATION, THICKNESS REQUIRED TO ACHIEVE 1/2"/FT. SLOPE
- EXISTING ROOF TO REMAIN
- EXISTING ROOF CURB TO BE REMOVED
- WALKWAY PADS



SHEET ISSUED AS PART OF ADDENDUM 3



KEY PLAN - DECK TYPES



KEY PLAN

ROOF PLAN

0' 5' 10' 20'

149

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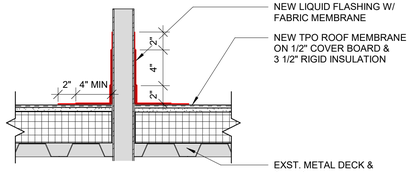
ISSUE:

No	Date	Description
2	2026-04-01	Addendum 3

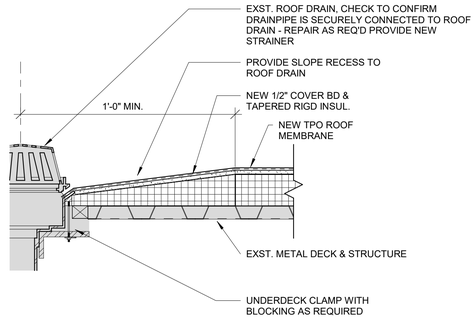
SHEET TITLE: ROOF PLAN - AREA A

DATE: 2026-03-05

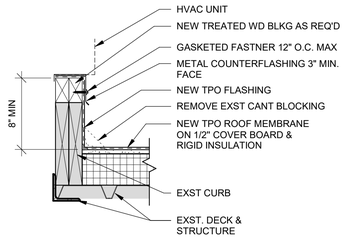
A120.A



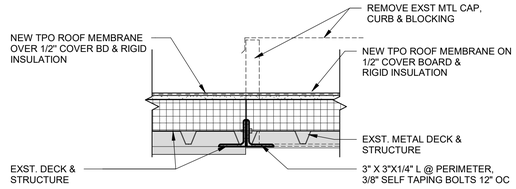
4 PIPE FLASHING
1 1/2" = 1'-0"



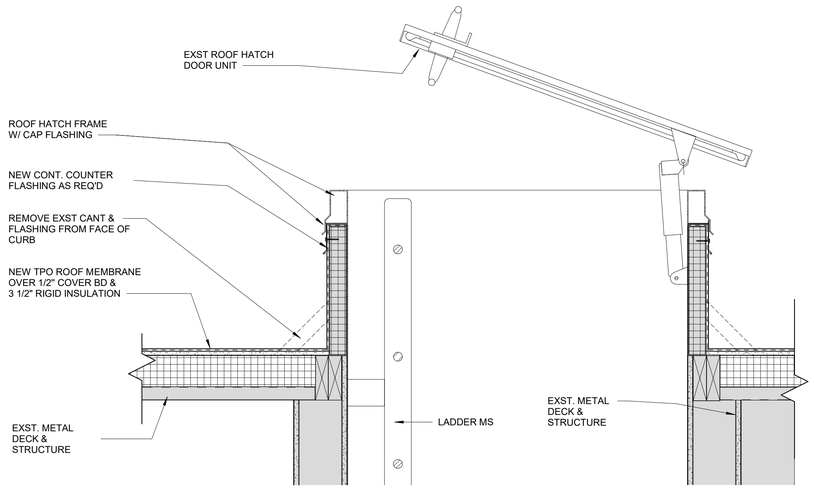
3 ROOF DRAIN
1 1/2" = 1'-0"



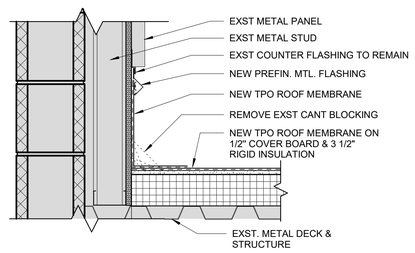
2 ROOF CURB
1 1/2" = 1'-0"



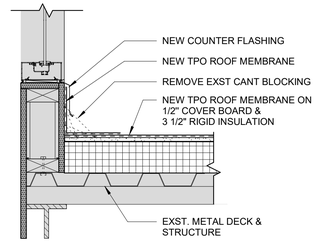
1 OPENING INFILL
1 1/2" = 1'-0"



7 ROOF HATCH DETAIL
1 1/2" = 1'-0"



6 FLASHING WALL DETAIL
1 1/2" = 1'-0"



5 FLASHING WALL DETAIL
1 1/2" = 1'-0"

R. BLAKE SYMONDS
LICENSED
3677
2026/03/05
KANSAS
PROFESSIONAL ARCHITECT

202540

GMCN
ARCHITECTS • PLANNERS
115 E. LAUREL ▪ GARDEN CITY, KS 67846 ▪ (620) 276-3244
www.gmcnarchitects.com

FLORENCE WILSON METAL REPLACEMENT
USD 457 GARDEN CITY SCHOOLS
1709 LABRADOR BLVD, GARDEN CITY, KANSAS 67846

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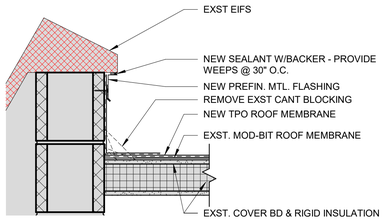
ISSUE:
No Date Description

SHEET TITLE:
ROOF DETAILS

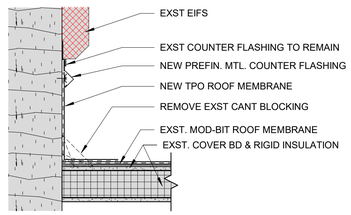
DATE:
2026-03-05

A121



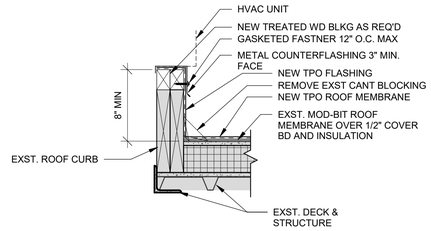
4 PARAPET DETAIL

1 1/2" = 1'-0"



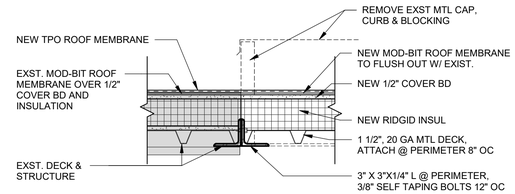
3 FLASHING DETAIL

1 1/2" = 1'-0"



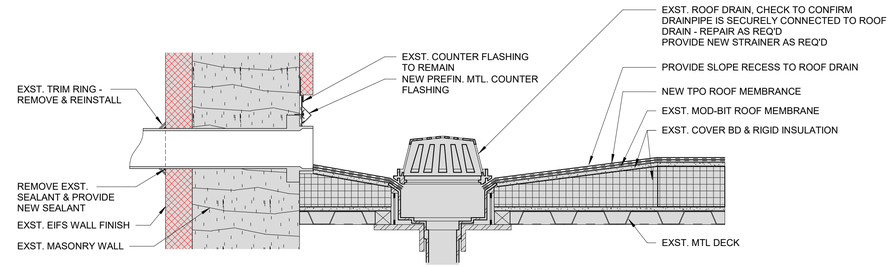
2 ROOF CURB

1 1/2" = 1'-0"



1 OPENING INFILL

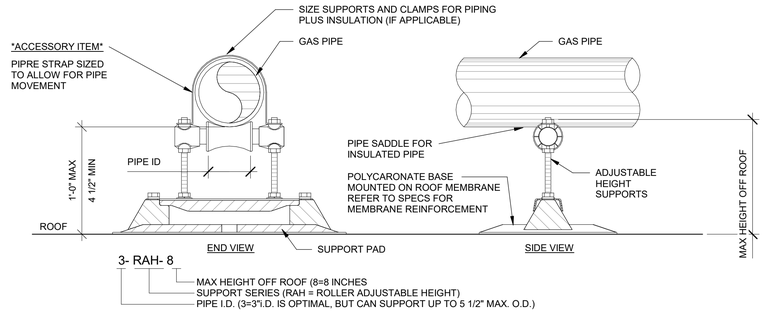
1 1/2" = 1'-0"



5 PARAPET OVERFLOW SCUPPER ROOF DRAIN

1 1/2" = 1'-0"

SHEET ISSUED AS PART OF ADDENDUM 3



MIRO PRODUCT NAMING CONVENTION

NOTE:
DO NOT SPACE SUPPORTS FURTHER THAN 10' MAX. SPACE SUPPORTS TO SUPPORT MAX LOAD, EVEN DISTRIBUTION OF WEIGHT, AND PROPER ELEVATION.

MIRO MODEL NUMBER			PIPE SUPPORT SPACING	
PIPE SIZE	UP TO 8" HIGH	UP TO 12" HIGH	GAS (STEEL)	CONDENSATE (COPPER)
3/4"	3-RAH-8.	3-RAH-12.	6'-0" O.C.	6'-0" O.C.
1" - 1 1/4"	3-RAH-8.	3-RAH-12.	7'-0" O.C.	7'-0" O.C.
1 1/2"	3-RAH-8.	3-RAH-12.	8'-0" O.C.	8'-0" O.C.
2"	3-RAH-8.	3-RAH-12.	10'-0" O.C.	9'-0" O.C.
3"	3-RAH-8.	3-RAH-12.	10'-0" O.C.	10'-0" O.C.
4"	5-RAH-8.	5-RAH-12.	10'-0" O.C.	- -
6"	5-RAH-8.	5-RAH-12.	10'-0" O.C.	- -
> 6"	8-RAH-18.	6-RAH-12.	10'-0" O.C.	- -

6 PIPE SUPPORT DETAIL

1 1/2" = 1'-0"

BLANK SYMSON LICENSED 3677 2026/03/05 KANSAS PROFESSIONAL ARCHITECT

202540

GMCN ARCHITECTS • PLANNERS
115 E. LAUREL ▪ GARDEN CITY, KS 67846 ▪ (620) 276-3244
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FLORENCE WILSON METAL REPLACEMENT
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ISSUE:

No	Date	Description
2	2026-04-01	Addendum 3

SHEET TITLE:
ROOF DETAILS

DATE:
2026-03-05

A122

Bidders List
ReRoofing: FW

Armour Roof Company
5813 N. 90th Street
Omaha, NE 68134
402-289-7869

Diamond Roofing
2929 S. Minneapolis
Wichita, KS 67216
316-688-1901

DV Douglas Roofing
3636 N. Topeka
Wichita, KS 67219
316-838-7885

Meridian Roofing Solutions
1275 SW Topeka Blvd
Topeka, KS 66612
785-215-6181

TATRO Plumbing Co, Inc.
1413 W. Thompson Street
Garden City, KS 67846
620-277-2167

Weathercraft Companies
807 E. Fulton Street
Suite #1/2
Garden City, KS 67846
620-275-4070

Wray Roofing
1521 NW 36th Street
North Newton, KS 67114
316-283-6840

BID OPENING: April 9, 2026

Bid Tabulations
ReRoofing: FW

Bid 2026-13

Bid Opening: 4/9/2026

	Base Bid	Alternate: A-2: Area A	Unit Prices: U-1: Wood Blocking	Unit Prices: U-2: Metal Deck
Armour Roof Company	**No Bid**	**No Bid**	**No Bid**	**No Bid**
Diamond Roofing	**$69,000.00**	**$142,000.00**	**$8.00 per LF**	**$25/sq ft**
DV Douglas Roofing	**$111,500.00**	**$222,820.00**	**$5.00 per LF**	**$25/sq ft**
Meridian Roofing Solutions	**$91,126.00**	**$167,292.00**	**$5.00 per LF**	**$10/sq ft**
TATRO Plumbing	**No Bid**	**No Bid**	**No Bid**	**No Bid**
Weathercraft Companies	**$76,999.00**	**$179,071.00**	**$3.25 per LF**	**$176/sq ft**
Wray Roofing	**No Bid**	**No Bid**	**No Bid**	**No Bid**

RECOMMENDATION: To accept the bid in the amount of

Payment to be made from budgeted funds in account: LRF-Roofs 016 E 4700 21 0000 056 01 610

SECTION 00 41 13 - BID FORM – STIPULATED SUM (SINGLE-PRIME CONTRACT)

BID INFORMATION

1.01 BIDDER: Gwaltney LLC, DBA Diamond Roofing.

A. Project Name: Florence Wilson Re-Roof Area D

B. Project Location:
   1. 121 W Walnut St., Garden City, Kansas.

C. Owner: Garden City Unified School District #457 Board of Education.

D. Architect: GMCN Architects, Inc.

E. Architect Project Number: 202540

1.02 **CERTIFICATIONS AND BASE BID**

A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by GMCN Architects Inc. and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:
   1. Sixty-nine thousand Dollars ($ 69,000.00).

1.03 BID GUARANTEE

A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the amount constituting five percent (5%) of the Base Bid amount above:
   1. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.04 TIME OF COMPLETION

A. If this Bid is accepted we will:

B. The undersigned Bidder proposes and agrees hereby to commence and complete the Work of the Contract Documents as specified in Section 00 11 13 Advertisement for Bids.

1.05 ACKNOWLEDGEMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
   1. Addendum No. 1, dated 3/20/2026.

2. Addendum No. 2, dated 3/31/2026.
3. Addendum No. 3, dated 4/1/2026.
4. Addendum No. 4, dated _____.

1.06 ALTERNATE BIDS

A. **ALTERNATE BID NO. A-1**: Shall consist of the recovering of existing roof membrane and all other work at Area A:
   1. One hundred and forty-two thousand Dollars ($ 142,000.00).
   2. The Owner may not initially accept the cost of this Alternate Bid upon signing of the Contract. The Bidder shall honor the cost of this Proposal for a minimum of 30 days after the contract has been signed.

1.07 UNIT PRICES

A. The following are Unit Prices for specific portions of the Work as listed:

B. U-1 Removal and replacement of any unsuitable wood blocking with new blocking per Section 06100, including disposal off site.
   1. $ 8.00 Per LF.

C. U-2 Removal and replacement of any unsuitable metal deck, including disposal off site.
   1. $ 25.00 Per SF.

1.08 CHANGES TO THE WORK

A. Changes in the Work shall be as established in the Contract Documents. The following fees shall be used for lump sum pricing and actual cost pricing of additions and deletions to that Work included in the Bid, namely:
   1. Contractor Work performed by his own forces:
      O&P 15 % Not-to-Exceed 15%
   2. Contractor Work performed by other than his own forces:
      O&P 10 % Not-to-Exceed 10%
   3. Subcontractor Work performed by his own forces:
      O&P 10 % Not-to-Exceed 10%
   4. Subcontractor Work performed by other than his own forces:
      O&P 5 % Not-to-Exceed 5%
   5. Percentages for overhead and profit will not be allowed on bond premiums.

1.09 BID SUPPLEMENTS

A. The following supplements are a part of this Bid Form and are attached hereto.
   1. Bid Form Supplement - Bid Bond Form (AIA Document A310)

1.10 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Finney County and Garden City, KKansas, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.11 SUBMISSION OF BID

A. Respectfully submitted this 9th day of April, 2026.
B. Submitted By: Gwaltney LLC, DBA Diamond Roofing
C. (Name of bidding firm or corporation)
D. Authorized Signature: [signature]
E. (Handwritten signature)
F. Signed By: Skyler Wissman
G. (Type or print name)
H. Title: Vice President
I. (Owner/Partner/President/Vice President)
J. Witness By: [signature]
K. (Handwritten signature)
L. Attest: [signature]
M. (Handwritten signature)
N. Shala Portenier
O. (Type or print name)
P. Title: Office Manager
Q. (Corporate Secretary or Assistant Secretary)
R. Street Address: 1630 E. Fulton Plaza
S. City, State, Zip Garden City, KS 67846
T. Phone: 620-315-4240
U. License No.: 23-009860
V. Federal ID No.: 48-0883612

1.12 (AFFIX CORPORATE SEAL HERE)

END OF DOCUMENT 004113

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Gwaltney LLC dba Diamond Roofing
100 E McArtor Rd.
Dodge City, KS 67801

SURETY:
(Name, legal status and principal place of business)
Granite Re, Inc.
14001 Quailbrook Drive
Oklahoma City, OK 73134

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
Garden City USD #457 Board of Education
121 W Walnut St.
Garden City, KS 67846

BOND AMOUNT: 5% of the Attached Bid

PROJECT:
(Name, location or address, and Project number, if any)
Florence Wilson Re-Roof Area D
1709 Labrador Blvd, Garden City, KS 67846

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 31st day of March, 2026

(Witness)

Gwaltney LLC dba Diamond Roofing
(Contractor as Principal) *(Seal)*

(Title)

Stephanie Temple
(Witness)

Granite Re, Inc.
(Surety) *(Seal)*

(Title) Attorney in Fact: Kyle Shipley

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.
/

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GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

LARRY A. CASPERS; JAMES G. BRAUN; JOHN B. SOLIDA; ANDREW A. RUPP; SHIRLEY A. BOLLIG; JOLENE COOPER; VIRGINIA R. DREILING; LORI ANTRIM; MELISSA DENNING-DICK; COLLEEN KUHN; ROSE MEYERS; MICHELLE ZOOK; SHANNON CHAFFIN; LORI MEIER; KYLE SHIPLEY; STEPHANIE TEMPLE; DYLAN FLEGLER; CRYSTAL COMBS; SHELLY PEACOCK; KIMBERLY GABEL; ROBYNN HICKERT its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

LARRY A. CASPERS; JAMES G. BRAUN; JOHN B. SOLIDA; ANDREW A. RUPP; SHIRLEY A. BOLLIG; JOLENE COOPER; VIRGINIA R. DREILING; LORI ANTRIM; MELISSA DENNING-DICK; COLLEEN KUHN; ROSE MEYERS; MICHELLE ZOOK; SHANNON CHAFFIN; LORI MEIER; KYLE SHIPLEY; STEPHANIE TEMPLE; DYLAN FLEGLER; CRYSTAL COMBS; SHELLY PEACOCK; KIMBERLY GABEL; ROBYNN HICKERT may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620

Notary Public

GRANITE RE, INC.

Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 31st day of March, 2026.

Kyle P. McDonald, Assistant Secretary

GR0800-1

SECTION 00 41 13 - BID FORM – STIPULATED SUM (SINGLE-PRIME CONTRACT)

BID INFORMATION

1.01 BIDDER: Meridian Roofing Solutions.

A. Project Name: Florence Wilson Re-Roof Area D

B. Project Location:
   1. 121 W Walnut St., Garden City, Kansas.

C. Owner: Garden City Unified School District #457 Board of Education.

D. Architect: GMCN Architects, Inc.

E. Architect Project Number: 202540

1.02 **CERTIFICATIONS AND BASE BID**

A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by GMCN Architects Inc. and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:
   1. Ninety One Thousand One Hundred Twenty Six Hundred Dollars ($ 91,126.00).

1.03 BID GUARANTEE

A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the amount constituting five percent (5%) of the Base Bid amount above:
   1. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.04 TIME OF COMPLETION

A. If this Bid is accepted we will:

B. The undersigned Bidder proposes and agrees hereby to commence and complete the Work of the Contract Documents as specified in Section 00 11 13 Advertisement for Bids.

1.05 ACKNOWLEDGEMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
   1. Addendum No. 1, dated 3/20/26.

2. Addendum No. 2, dated 3/31/26.
3. Addendum No. 3, dated 4/1/26.
4. Addendum No. 4, dated _____.

1.06 ALTERNATE BIDS

A. **ALTERNATE BID NO. A-1**: Shall consist of the recovering of existing roof membrane and all other work at Area A:
   1. One Hundred Sixty Seven Thousand Two Hundred Ninety Two Dollars ($ 167,292.00).
   2. The Owner may not initially accept the cost of this Alternate Bid upon signing of the Contract. The Bidder shall honor the cost of this Proposal for a minimum of 30 days after the contract has been signed.

1.07 UNIT PRICES

A. The following are Unit Prices for specific portions of the Work as listed:

B. U-1 Removal and replacement of any unsuitable wood blocking with new blocking per Section 06100, including disposal off site.
   1. $ 5.00 Per LF.

C. U-2 Removal and replacement of any unsuitable metal deck, including disposal off site.
   1. $ 10.00 Per SF.

1.08 CHANGES TO THE WORK

A. Changes in the Work shall be as established in the Contract Documents. The following fees shall be used for lump sum pricing and actual cost pricing of additions and deletions to that Work included in the Bid, namely:
   1. Contractor Work performed by his own forces:
      O&P 15 % Not-to-Exceed 15%
   2. Contractor Work performed by other than his own forces:
      O&P 10 % Not-to-Exceed 10%
   3. Subcontractor Work performed by his own forces:
      O&P 10 % Not-to-Exceed 10%
   4. Subcontractor Work performed by other than his own forces:
      O&P 5 % Not-to-Exceed 5%
   5. Percentages for overhead and profit will not be allowed on bond premiums.

1.09 BID SUPPLEMENTS

A. The following supplements are a part of this Bid Form and are attached hereto.
   1. Bid Form Supplement - Bid Bond Form (AIA Document A310)

1.10 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Finney County and Garden City, KKansas, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.11 SUBMISSION OF BID

A. Respectfully submitted this 9th day of April, 2026.

B. Submitted By: Meridian Roofing Solutions

C. (Name of bidding firm or corporation)

D. Authorized Signature: [signature]

E. (Handwritten signature)

F. Signed By: Keith Richards

G. (Type or print name)

H. Title: Co-Owner

I. (Owner/Partner/President/Vice President)

J. Witness By: [signature]

K. (Handwritten signature)

L. Attest: [signature]

M. (Handwritten signature)

N. Shawn Myers

O. (Type or print name)

P. Title: General Manager

Q. (Corporate Secretary or Assistant Secretary)

R. Street Address: 1275 SW Topeka Blvd

S. City, State, Zip Topeka, KS 66612

T. Phone: 785-215-6181

U. License No.: 13-116686

V. Federal ID No.: 46-1240808

1.12 (AFFIX CORPORATE SEAL HERE)

END OF DOCUMENT 004113

BID BOND

WESTERN NATIONAL INSURANCE

KNOWN ALL BY THESE PRESENTS, That we, Meridian Roofing Solutions LLC, as Principal, and Western National Mutual Insurance Company, as Surety, are held and firmly bound unto USD 457 Garden City Schools, as Obligee, in the sum of 5% of bid Dollars (5% of bid) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for Florance Wilson – Section D Reroof ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this 23rd day of March, 2026.

Meridian Roofing Solutions LLC
(Principal)

By: _____

Western National Mutual Insurance Company

By: _____
Derek Rowe, Attorney-in-Fact

WESTERN NATIONAL

The relationship company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Western National Mutual Insurance Company, a Minnesota mutual insurance company, does make, constitute, and appoint: **Derek Rowe, Alexis Ribordy, Anne Wardner, Greg Fankhauser, Jake Wyer**

(Peoples Insurance Group - #9620)

Its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required) bond, undertakings recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, hazardous waste remediation bonds or black lung bonds),** as follows:

All written instruments in an amount not to exceed an aggregate of Seven Million Five Hundred Thousand and 00/100 Dollars ($7,500,000.00) for any single obligation, regardless of the number of instruments issued for the obligation.

and to bind Western National Mutual Insurance Company thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on September 28, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of Western National Mutual Insurance Company on September 28, 2010:

RESOLVED that the president, any vice president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the Company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, Western National Mutual Insurance Company has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 5th day of December, 2023.

Jennifer A. Young, Secretary

WESTERN NATIONAL MUTUAL INSURANCE CORPORATE SEAL MINNESOTA

Mark S. Hewitt, Vice President, Surety

STATE OF MINNESOTA, COUNTY OF HENNEPIN

On this 5th day of December, 2023, personally came before me, Jennifer A. Young and Mark S. Hewitt and to me known to be the individuals and officers of the Western National Mutual Insurance Company who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally dispose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

DEENA ANJALI ENTRIKIN
NOTARY PUBLIC
MINNESOTA
My Commission Expires 1/31/2029

Deena Anjali Entrikin, Notary Public
My commission expires January 31, 2029

CERTIFICATE

I, the undersigned, Secretary of the Western National Mutual Insurance Company, a Minnesota corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

Signed and sealed at the City of Edina, MN this 23rd day of March, 2026

Jennifer A. Young, Secretary

WESTERN NATIONAL MUTUAL INSURANCE CORPORATE SEAL MINNESOTA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/23/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER World Insurance Associates, LLC 534 S. Kansas Ave., Suite 710 Topeka KS 66603	CONTACT NAME: Alexis Ribordy PHONE (A/C, No, Ext): 785-271-8097 FAX (A/C, No): 785-271-8085 E-MAIL ADDRESS: alexisribordy@worldinsurance.com
INSURED MERIDIRO01 Meridian Roofing Solutions, LLC 1275 SW Topeka Blvd. Topeka KS 66606	INSURER A : Kansas Builders Insurance Group — NAIC # 900704 INSURER B : West Bend Mutual Insurance Company — 15350 INSURER C : Evanston Insurance Company — 35378 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 120295648 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT LOC OTHER:	Y		B631543	3/15/2026	3/15/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			B631543	3/15/2026	3/15/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			B631543	3/15/2026	3/15/2027	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			2026-2812	1/1/2026	1/1/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B C	Leased/Rented Pollution Liability			B631543 CPLMOL135445	3/15/2026 11/1/2025	3/15/2027 11/1/2027	Limit Limit	150,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Florance Wilson – Section D Reroof

CERTIFICATE HOLDER

USD #457 Garden City
1205 Fleming Street
Garden City KS 67846
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SECTION 00 41 13 - BID FORM – STIPULATED SUM (SINGLE-PRIME CONTRACT)

BID INFORMATION

1.01 BIDDER: Weathercraft Co. Inc.

A. Project Name: Florence Wilson Re-Roof Area D

B. Project Location:
   1. 121 W Walnut St., Garden City, Kansas.

C. Owner: Garden City Unified School District #457 Board of Education.

D. Architect: GMCN Architects, Inc.

E. Architect Project Number: 202540

1.02 **CERTIFICATIONS AND BASE BID**

A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by GMCN Architects Inc. and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:
   1. Seventy-six thousand, nine hunded ninety-nine. Dollars ($ $76,999.00).

1.03 BID GUARANTEE

A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the amount constituting five percent (5%) of the Base Bid amount above:
   1. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.04 TIME OF COMPLETION

A. If this Bid is accepted we will:

B. The undersigned Bidder proposes and agrees hereby to commence and complete the Work of the Contract Documents as specified in Section 00 11 13 Advertisement for Bids.

1.05 ACKNOWLEDGEMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
   1. Addendum No. 1, dated 3/20/2026.

2. Addendum No. 2, dated 3/31/2026.
3. Addendum No. 3, dated 4/1/2026.
4. Addendum No. 4, dated _____.

1.06 ALTERNATE BIDS

A. **ALTERNATE BID NO. A-1**: Shall consist of the recovering of existing roof membrane and all other work at Area A:
   1. One hundred seventy-nine thousand, seventy-one Dollars ($179,071.00).
   2. The Owner may not initially accept the cost of this Alternate Bid upon signing of the Contract. The Bidder shall honor the cost of this Proposal for a minimum of 30 days after the contract has been signed.

1.07 UNIT PRICES

A. The following are Unit Prices for specific portions of the Work as listed:

B. U-1 Removal and replacement of any unsuitable wood blocking with new blocking per Section 06100, including disposal off site.
   1. $ 3.25 Per LF.

C. U-2 Removal and replacement of any unsuitable metal deck, including disposal off site.
   1. $ 176.00 Per SF.

1.08 CHANGES TO THE WORK

A. Changes in the Work shall be as established in the Contract Documents. The following fees shall be used for lump sum pricing and actual cost pricing of additions and deletions to that Work included in the Bid, namely:
   1. Contractor Work performed by his own forces:
      O&P 15 % Not-to-Exceed 15%
   2. Contractor Work performed by other than his own forces:
      O&P 10 % Not-to-Exceed 10%
   3. Subcontractor Work performed by his own forces:
      O&P 10 % Not-to-Exceed 10%
   4. Subcontractor Work performed by other than his own forces:
      O&P 5 % Not-to-Exceed 5%
   5. Percentages for overhead and profit will not be allowed on bond premiums.

1.09 BID SUPPLEMENTS

A. The following supplements are a part of this Bid Form and are attached hereto.
   1. Bid Form Supplement - Bid Bond Form (AIA Document A310)

1.10 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Finney County and Garden City, KKansas, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.11 SUBMISSION OF BID

A. Respectfully submitted this 9th day of April, 2026.
B. Submitted By: Weathercraft Co. Inc.
C. (Name of bidding firm or corporation)
D. Authorized Signature: Thatcher Vap
E. (Handwritten signature)
F. Signed By: _____
G. (Type or print name)
H. Title: President
I. (Owner/Partner/President/Vice President)
J. Witness By: Charles Patterson
K. (Handwritten signature)
L. Attest: Charles Patterson
M. (Handwritten signature)
N. _____
O. (Type or print name)
P. Title: _____
Q. (Corporate Secretary or Assistant Secretary)
R. Street Address: 807 E. Fulton St
S. City, State, Zip Garden City KS, 67846
T. Phone: 620-275-4070
U. License No.: 13-118363
V. Federal ID No.: 470839637

1.12 (AFFIX CORPORATE SEAL HERE)

END OF DOCUMENT 004113

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
WGB Companies Inc dba
Weathercraft Company of Garden City
PO Box 745

Garden City, KS 67846

SURETY:
(Name, legal status and principal place of business)
Universal Surety Company
P.O. Box 80468
Lincoln, NE 68501

OWNER:
(Name, legal status and address)
Unified School District 457 Garden City, KS
1205 Fleming St
Garden City, KS 67846

BOND AMOUNT: Five Percent of the Amount Bid (5%)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:
(Name, location or address, and Project number, if any)
Florence Wilson Re-roof Area D & Alternate Bid No. A-1 Area A

Project Number, if any:
202540

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 9th day of April, 2026

Charles Patterson
(Witness)

Kara Stage
(Witness)

WGB Companies Inc dba Weathercraft Company of Garden City
(Principal) *(Seal)*

President
(Title)

Universal Surety Company
(Surety) *(Seal)*

(Title) James M. King, Attorney-in-Fact

Init.

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UNIVERSAL SURETY COMPANY

Lincoln, Nebraska

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the **UNIVERSAL SURETY COMPANY**, a corporation of the State of Nebraska having its principal office in the City of Lincoln, Nebraska, pursuant to the following Bylaw, which was adopted by the Board of Directors of the said Company on July 23, 1981, to wit:

"Article V-Section 6. RESIDENT OFFICERS AND ATTORNEYS-IN-FACT. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall have the authority to appoint Resident Vice Presidents and Attorneys-In-Fact, with the power and authority to sign, execute, acknowledge and deliver on its behalf, as Surety: Any and all undertakings of suretyship and to affix thereto the corporate seal of the corporation. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall also have the authority to remove and revoke the authority of any such appointee at any time."

does hereby make, constitute and appoint

James M. King or Tamala J. Hurlbut or Jacob J. Buss
or Thomas L. King, Lincoln, Nebraska or Seth Weedin, Gretna, Nebraska

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety:

Any and all undertakings of suretyship

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Lincoln, Nebraska, in their own persons.

The following Resolution was adopted at the Regular Meeting of the Board of Directors of the **UNIVERSAL SURETY COMPANY**, held on July 23, 1981:

"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Article V-Section 6 of the Company Bylaws: and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, **UNIVERSAL SURETY COMPANY** has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 16th day of February, 20 26.

UNIVERSAL SURETY COMPANY

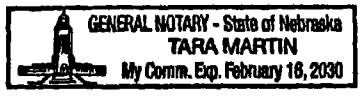
Carol J. Clark — Secretary/Treasurer

By Curtis L. Hartter — President

State of Nebraska }
County of } ss. Lancaster

On this 16th day of February, 20 26, before me personally came Curtis L. Hartter, to me known, who being by me duly sworn, did depose and say that (s)he resides in the County of Lancaster, State of Nebraska; that (s)he is the President of the **UNIVERSAL SURETY COMPANY**, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

Tara Martin — Notary Public



My Commission Expires February 16, 2030.

I, Philip C. Abel, Director of **UNIVERSAL SURETY COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said **UNIVERSAL SURETY COMPANY**, which is still in full force and effect.

Signed and sealed at the City of Lincoln, Nebraska this 9th day of April, 20 26.

Philip C. Abel — Director

SECTION 00 41 13 - BID FORM – STIPULATED SUM (SINGLE-PRIME CONTRACT)

BID INFORMATION

1.01 BIDDER: DV Douglass Roofing, Inc.

A. Project Name: Florence Wilson Re-Roof Area D

B. Project Location:
   1. 121 W Walnut St., Garden City, Kansas.

C. Owner: Garden City Unified School District #457 Board of Education.

D. Architect: GMCN Architects, Inc.

E. Architect Project Number: 202540

1.02 **CERTIFICATIONS AND BASE BID**

A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by GMCN Architects Inc. and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:
   1. One Hundred Eleven Thousand Five Hundred Dollars ($ 111,500.00).

1.03 BID GUARANTEE

A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the amount constituting five percent (5%) of the Base Bid amount above:
   1. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.04 TIME OF COMPLETION

A. If this Bid is accepted we will:

B. The undersigned Bidder proposes and agrees hereby to commence and complete the Work of the Contract Documents as specified in Section 00 11 13 Advertisement for Bids.

1.05 ACKNOWLEDGEMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
   1. Addendum No. 1, dated 3-20-2026.

2. Addendum No. 2, dated 3-31-2026.
3. Addendum No. 3, dated 4-1-2026.
4. Addendum No. 4, dated _____.

1.06 ALTERNATE BIDS

A. **ALTERNATE BID NO. A-1**: Shall consist of the recovering of existing roof membrane and all other work at Area A:
   1. Two Hundred Twenty-Two Thousand Eight Hundred Twenty Dollars ($ 222,820.00).
   2. The Owner may not initially accept the cost of this Alternate Bid upon signing of the Contract. The Bidder shall honor the cost of this Proposal for a minimum of 30 days after the contract has been signed.

1.07 UNIT PRICES

A. The following are Unit Prices for specific portions of the Work as listed:

B. U-1 Removal and replacement of any unsuitable wood blocking with new blocking per Section 06100, including disposal off site.
   1. $ 5.00 Per LF.

C. U-2 Removal and replacement of any unsuitable metal deck, including disposal off site.
   1. $ 25.00 Per SF.

1.08 CHANGES TO THE WORK

A. Changes in the Work shall be as established in the Contract Documents. The following fees shall be used for lump sum pricing and actual cost pricing of additions and deletions to that Work included in the Bid, namely:
   1. Contractor Work performed by his own forces:
      O&P 15 % Not-to-Exceed 15%
   2. Contractor Work performed by other than his own forces:
      O&P 10 % Not-to-Exceed 10%
   3. Subcontractor Work performed by his own forces:
      O&P 10 % Not-to-Exceed 10%
   4. Subcontractor Work performed by other than his own forces:
      O&P NA % Not-to-Exceed 5%
   5. Percentages for overhead and profit will not be allowed on bond premiums.

1.09 BID SUPPLEMENTS

A. The following supplements are a part of this Bid Form and are attached hereto.
   1. Bid Form Supplement - Bid Bond Form (AIA Document A310)

1.10 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Finney County and Garden City, KKansas, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.11 SUBMISSION OF BID

A. Respectfully submitted this 9th day of April, 2026.

B. Submitted By: DV Douglass Roofing, Inc.

C. (Name of bidding firm or corporation)

D. Authorized Signature: John Minet

E. (Handwritten signature)

F. Signed By: John Minet

G. (Type or print name)

H. Title: Project Manager

I. (Owner/Partner/President/Vice President)

J. Witness By: Amanda L Hamm

K. (Handwritten signature)

L. Attest: _____

M. (Handwritten signature)

N. _____

O. (Type or print name)

P. Title: _____

Q. (Corporate Secretary or Assistant Secretary)

R. Street Address: 1215 West Mary St

S. City, State, Zip Garden City, KS 67846

T. Phone: 620-276-7474

U. License No.: 13-116302

V. Federal ID No.: 48-0865016

1.12 (AFFIX CORPORATE SEAL HERE)

END OF DOCUMENT 004113

emc INSURANCE

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we, D.V. Douglass Roofing, Inc.

1215 W Mary St., Garden City, KS 68746

as Principal, and the EMPLOYERS MUTUAL CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Iowa and authorized to do business in the State of Kansas

, as Surety, are held and firmly bound unto the

USD #457, Florence Wilson, 1709 Labrador Blvd, Garden City, KS 67846

as obligee, in the sum of Five Percent of Bid (5%)

DOLLARS, lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligee shall make any award to the Principal for:

Roof remove and replace, recover

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of such proposal or bid and award and shall give bond for the faithful performance thereof, with the EMPLOYERS MUTUAL CASUALTY COMPANY as Surety or with other Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, pay to the Obligee the damages which the Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

Signed, Sealed and Dated this 9th day of April , 20 26 .

Witness

D.V. Douglass Roofing, Inc.
Principal

By: Aaron Douglass
Aaron Douglass

Employers Mutual Casualty Company
Surety

By: Laura O'Neal
Laura O'Neal
Attorney-in-Fact

EMPLOYERS MUTUAL CASUALTY COMPANY DES MOINES IOWA SEAL

Questions regarding this bond should be directed to the EMC H.O. Bond Department at 515-345-2689.

7007.4 (07-14)

MEMORANDUM

TO: Board of Education
THRU: Josh Guymon, Superintendent
FROM: Brandon Anderson, Director of Plant Facilities
DATE: 04/03/2026
RE: Consider and Act on bids received for Garden City High School Water Heater Replacement.

ISSUE:

The Board of Education is asked to consider and approve the lowest responsible bidder for the proposed scope of replacing the Hot Water Heater at Garden City High School and allow the Plant Facilities Director to sign all pertinent documents to finish the project.

Director of Plant Facilities, Brandon Anderson will be available to answer questions.

BACKGROUND:

Since the High School was new the dual water heater system has never worked as intended. We have gotten it to this point but felt we needed to make this a priority as not having Hot Water is not an option for a school this size maintaining a full kitchen and locker rooms.

ALTERNATIVES:

Options for the Board.

1. Accept the lowest responsible bid recommended by staff and GMCN.
2. Accept another bid received
3. Take no action.

RECOMMENDATION:

Staff consurrs with GMCN and recommends we award the bid to the lowest responsible bidder which in this case is TATRO with a bid of $118,397.

FISCAL NOTE:

This is an unbudgeted project that is being offered as an emergency need. Hot water is a necessity for the High School.

ATTACHMENTS:

Service Order 08 with GMCN
Project Manual
Replacement CD's
Bids Received
Bid Summary
GMCN Recommendation

AIA® Document B221™ – 2018

Service Order for use with Master Agreement Between Owner and Architect

SERVICE ORDER number 08 made as of the Thirteenth day of February in the year Two Thousand Twenty-Six
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Garden City Schools USD 457
1205 Fleming Street
Garden City, KS 67846
620-805-8704

and the Architect:
(Name, legal status, address, and other information)

GMCN Architects, Inc.
115 E Laurel St.
Garden City, KS 67846
620-276-3244

for the following **PROJECT:**
(Name, location, and detailed description)

Garden City High School Water Heater Replacement
2720 Buffalo Way Blvd
Garden City, KS 67846

THE SERVICE AGREEMENT
This Service Order, together with the Master Agreement between Owner and Architect dated the Twenty-fourth day of November in the year Two Thousand Twenty-Five
(In words, indicate day, month, and year.)

form a Service Agreement.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Architect's scope of services for the Service Order only and is intended to be used with AIA Document B121™–2018, Standard Form of Master Agreement Between Owner and Architect

BA
2-16-26

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 Unless otherwise provided in an exhibit to this Service Order, this Service Order and the Service Agreement are based on the Initial Information set forth below:
(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget and schedule, anticipated procurement method, Owner's Sustainable Objective, and other information relevant to the Project.)

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

ARTICLE 2 SERVICES UNDER THIS SERVICE ORDER

§ 2.1 The Architect's Services under this Service Order are described below or in an exhibit to this Service Order, such as a Scope of Architect's Services document.

§ 2.1.1 Basic Services

(Describe below the Basic Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)

§ 2.1.1.1 Schematic Design Phase Services

§ 2.1.1.1.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 2.1.1.1.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 2.1.1.1.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 2.1.1.1.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 2.1.1.1.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building

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systems and construction materials shall be noted on the drawings or described in writing.

§ 2.1.1.1.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as an Additional Service under Article 4 of the main service agreement.

§ 2.1.1.1.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 2.1.1.1.6 The Architect shall submit to the Owner an opinion of probable Cost of the Work.

§ 2.1.1.1.7 The Architect shall submit the Schematic Design Documents to the Owner and request the Owner's approval.

§ 2.1.1.2 Design Development Phase Services

§ 2.1.1.2.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 2.1.1.2.2 The Architect shall update the opinion of probable Cost of the Work.

§ 2.1.1.2.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the opinion of probable Cost of the Work, and request the Owner's approval.

§ 2.1.1.3 Construction Documents Phase Services

§ 2.1.1.3.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 2.1.1.5.4.

§ 2.1.1.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 2.1.1.3.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 2.1.1.3.4 The Architect shall update the opinion of probable Cost of the Work.

§ 2.1.1.3.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 2.1.1.4 Procurement Phase Services

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§ 2.1.1.4.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 2.1.1.4.2 Competitive Bidding

§ 2.1.1.4.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 2.1.1.4.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 facilitating the distribution of Bidding Documents to prospective bidders;

.2 organizing and conducting a pre-bid conference for prospective bidders;

.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 2.1.1.4.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 2.1.1.4.3 Negotiated Proposals

§ 2.1.1.4.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 2.1.1.4.3.2 The Architect shall assist the Owner in obtaining proposals by:

.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors;

.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 2.1.1.4.2.1.1.2 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 2.1.1.5 Construction Phase Services

§ 2.1.1.5.1 General

§ 2.1.1.5.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 2.1.1.5.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 2.1.1.5.1.3 Subject to Article 4 of the Master Agreement and except as provided in Section 2.1.1.5.6.5, the Architect's

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responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 2.1.1.5.2 Evaluations of the Work

§ 2.1.1.5.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 2.1.1.5.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 2.1.1.5.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 2.1.1.5.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 2.1.1.5.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 2.1.1.5.3 Certificates for Payment to Contractor

§ 2.1.1.5.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 2.1.1.5.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 2.1.1.5.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 2.1.1.5.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 2.1.1.5.4 Submittals

§ 2.1.1.5.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or

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withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 2.1.1.5.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 2.1.1.5.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 2.1.1.5.4.4 Subject to Article 4 of the Master Agreement, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 2.1.1.5.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 2.1.1.5.5 Changes in the Work

§ 2.1.1.5.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Article 4 of the Master Agreement, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 2.1.1.5.5.2 The Architect shall maintain records relative to changes in the Work.

§ 2.1.1.5.6 Project Completion

§ 2.1.1.5.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 2.1.1.5.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 2.1.1.5.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any,

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for final completion or correction of the Work.

§ 2.1.1.5.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 2.1.1.5.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

§ 2.1.2 Additional Services

(Describe below the Additional Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 Unless otherwise provided in an exhibit to this Service Order, the Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

To be Determined

.2 Substantial Completion date:

To be Determined

ARTICLE 4 COMPENSATION

§ 4.1 For Basic Services described under Section 2.1.1, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

Nine Thousand Five Hundred Dollars ($9,500.00)

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.2 Percentage Basis
(Insert percentage value)

( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 4.4.

.3 Other
(Describe the method of compensation)

§ 4.2 For Additional Services described under Section 2.1.2 or in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:
(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

§ 4.3 For Reimbursable Expenses described in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:
(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

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§ 4.4 When compensation identified in Section 4.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

ARTICLE 5 INSURANCE

§ 5.1 Insurance shall be in accordance with section 3.3 of the Master Agreement, except as indicated below:
(Insert any insurance requirements that differ from those stated in the Master Agreement, such as coverage types, coverage limits, and durations for professional liability or other coverages.)

§ 5.2 In addition to insurance requirements in the Master Agreement, the Architect shall carry the following types of insurance.
(List below any other insurance coverage to be provided by the Architect, not otherwise set forth in the Master Agreement, and any applicable limits.)

Coverage	Limits

ARTICLE 6 PARTY REPRESENTATIVES

§ 6.1 The Owner identifies the following representative in accordance with Section 1.4.1 of the Master Agreement:
(List name, address, and other information.)

Brandon Anderson
Garden City Schools U.S.D. 457
1205 Fleming Street
Garden City, KS 67846
banderson1@gckschools.com

§ 6.2 The Architect identifies the following representative in accordance with Section 1.5.1 of the Master Agreement:
(List name, address, and other information.)

Nick Nemechek
GMCN Architects, Inc.
115 E. Laurel St.
Garden City, KS 67846
620-276-3244
nnemechek@gmcnarchitects.com

ARTICLE 7 ATTACHMENTS AND EXHIBITS

§ 7.1 The following attachments and exhibits, if any, are incorporated herein by reference:

.1 AIA Document, B121™-2018, Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders;

.2 Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement.)

.3 Other documents:
(List other documents, if any, including additional scopes of service forming part of this Service Order.)

This Service Order entered into as of the day and year first written above.

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BF 2-16-26

OWNER *(Signature)*

Brandon Anderson 2-16-26

(Printed name and title)

Plant Facilities Director

Nick Nemechek

ARCHITECT *(Signature)*

BY: Nick Nemechek, President

(Printed name, title, and license number if required)

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GMCN Architects, Inc.
115 E. LAUREL ST ■ GARDEN CITY, KS 67846 ■ P: (620) 276-3244 ■ www.gmcnarchitects.com

GARDEN CITY HIGH SCHOOL

WATER HEATER REPLACEMENT

186

GARDEN CITY SCHOOLS

UNIFED SCHOOL DISTRICT #457

Project No. 202608
March 4, 2026

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SECTION 00 01 01 - PROJECT TITLE PAGE

PROJECT MANUAL

GARDEN CITY HIGH SCHOOL WATER HEATER REPLACEMENT

GARDEN CITY SCHOOLS USD #457

1205 FLEMING STREET

GARDEN CITY, KANSAS 67846

DATE: MARCH 4, 2026

ARCHITECT PROJECT NO. 202608

PREPARED BY:

GMCN ARCHITECTS, INC.

115 EAST LAUREL STREET

GARDEN CITY, KANSAS 67846

PHONE: 620-276-3244

FAX: 620-276-6249

WEB SITE: WWW.GMCNARCHITECTS.COM

END OF SECTION 00 01 01

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SECTION 00 01 02 - PROJECT INFORMATION

PART 1 GENERAL

1.01 PROJECT IDENTIFICATION

A. Project Name: Garden City High School Water Heater Replacement located at:
   1. 2720 Buffalo Way Blvd., Garden City, Kansas 67846

B. The Owner, hereinafter referred to as Owner: Garden City Unified School District #457

C. Owner's Rep: - Brandon Anderson, Facility Director, USD #457
   1. Phone: (940) 521-2301
   2. E-mail: banderson1@gckschools.com

1.02 PROJECT DESCRIPTION

A. Summary Project Description:
   1. Garden City High School:
      a. Project will consist of Water Heater Replacement as shown on drawings.

1.03 PROJECT CONSULTANTS

A. The Architect, hereinafter referred to as Architect: GMCN Architects, Inc.
   1. Contact: Nick Nemechek
   2. Address: 115 E Laurel.
   3. City, State, Zip: Garden City, KS 67846.
   4. Phone: 620-276-3244.
   5. E-mail: nnemechek@gmcnarchitects.com.

1.04 PROCUREMENT TIMETABLE

A. Pre-Bid Meeting: March 24, 2026 at 2:00 p.m.

B. Last Request for Substitution Due: March 12, 2025 before 12:00 p.m. local time.

C. Last Request for Information Due: March 12, 2025 before [CHOICE TEXT]2:00 p.m. local time.

D. Bid Due Date: April 2, 2026, before 2:15 p.m. local time.

E. Contract Time: To be stated in bid documents.

F. Required Construction Start: Not before May 26, 2026.

G. The Owner reserves the right to change the schedule or terminate the entire procurement process at any time.

1.05 PROCUREMENT DOCUMENTS

A. Documents may be viewed at Architects Share File Web Site with express permission from the Architect..

1.06 BID SECURITY

A. Bids shall be accompanied by a security deposit as follows:
   1. Bid Bond of a sum no less than 5 percent of the Bid Amount on AIA A310 Bid Bond Form.
   2. Certified check in the amount of 5 percent of the Bid Amount.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 00 01 02

SECTION 00 11 13 - ADVERTISEMENT FOR BIDS

PROJECT INFORMATION

1.01 NOTICE TO BIDDERS: QUALIFIED BIDDERS MAY SUBMIT BIDS FOR PROJECT AS DESCRIBED IN THIS DOCUMENT. SUBMIT BIDS ACCORDING TO THE INSTRUCTIONS TO BIDDERS.

A. Project Identification: **Garden City High School Water Heater Replacement**
   1. Project Location:
      a. Garden City High School, 2720 Buffalo Way Blvd., Garden City, Kansas 67846

B. Owner: U.S.D. #457 Board of Education
   1. Owner's Representative:
      a. **Brandon Anderson, Facility Director, USD #457**
      b. **E-Mail**: banderson1@gckschools.com
      c. **Phone**: (940) 521-2301

C. Architect Representative: Nick Nemechek, GMCN Architects, Inc., 115 East Laurel Street, Garden City, Kansas 67846, Phone 620-276-3244.

D. Project Description:
   1. Project will consist Water Heater Replacement as shown on drawings.

E. Construction Contract: Stipulated Sum Single Prime Contract Bids will be received for the Work.

1.02 BID SUBMITTAL AND OPENING

A. Owner will receive sealed lump sum bids until the bid time and date at the location given below. Owner will consider bids prepared in compliance with the Instructions to Bidders issued by Owner, and delivered as follows:
   1. **Bid Date: April 2, 2026**
   2. **Bid Time: 2:15 p.m., local time.**
   3. **Location: USD #457 ESC, 1205 Fleming Street, Garden City, Kansas 67846.**

B. Bids will be publicly opened.

1.03 BID SECURITY

A. Bid security shall be submitted with each bid in the amount of **5** percent of the bid amount. No bids may be withdrawn for a period of **60** days after opening of bids. Owner reserves the right to reject any and all bids and to waive informalities and irregularities.

1.04 PREBID MEETING

A. **Pre-bid Meeting: A formal Pre-Bid Meeting will not be held.** Prospective bidders are required to contact the Owner Representative direcltyand schedule a site visit. You are to contact the Owner's Rep between March 6th - March 20th.

1.05 DOCUMENTS

A. Online Procurement and Contracting Documents: Bidders may view the Contract Documents online, and/or download copies free of charge, from the Project Architect's website. Contact the Architect as noted below to obtain website access information.
   1. Send email to nnemechek@gmcnarchitects.com to register and a link will be sent for download.

1.06 TIME OF COMPLETION AND LIQUIDATED DAMAGES

A. The successful bidder shall begin the Work on receipt of the Notice to Proceed and shall complete the Work within the Contract Time. **Work is subject to Liquidated Damages at the rate of $250.00 per day.**

B. It is the intent of the Owner to open the Bids on April 2, 2026. The Board of Education will hold a meeting on April 13, 2026 to discuss the Bids and to provide a recommendation at that time.

1.07 BIDDER'S QUALIFICATIONS

A. Contractors licensed in the City Garden City of and the State of Kansas, in good standing and able to provide required insurance and bonding will be allowed to bid the project.

B. Sub-Bidders must be properly licensed under the laws governing their respective trades and be able to obtain insurance and bonds required for the Work.

C. A Performance Bond, separate Labor and Material Payment Bond, and Insurance in a form acceptable to Owner will be required of the successful Bidder.

1.08 NOTIFICATION

A. This Advertisement for Bids document is issued by GMCN Architects, Inc.

END OF DOCUMENT 001113

SECTION 00 21 13 - INSTRUCTIONS TO BIDDERS

SUMMARY

1.01 SEE AIA A701, INSTRUCTIONS TO BIDDERS FOLLOWING THIS DOCUMENT.

END OF SECTION 00 21 13

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AIA® Document A701® – 2018

Instructions to Bidders

for the following Project:
(Name, location, and detailed description)

Garden City High School Water Heater Replacement
2720 Buffalo Way Blvd.
Garden City, KS 6784

THE OWNER:
(Name, legal status, address, and other information)

Garden City Schools USD 457
1205 Fleming Street
Garden City, KS 67846
620-805-8704

THE ARCHITECT:
(Name, legal status, address, and other information)

GMCN Architects, Inc.
115 E Laurel St.
Garden City, KS 67846
620-276-3244

TABLE OF ARTICLES

1 DEFINITIONS

2 BIDDER'S REPRESENTATIONS

3 BIDDING DOCUMENTS

4 BIDDING PROCEDURES

5 CONSIDERATION OF BIDS

6 POST-BID INFORMATION

7 PERFORMANCE BOND AND PAYMENT BOND

8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™–2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

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ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

.1 the Bidder has read and understands the Bidding Documents;

.2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;

.3 the Bid complies with the Bidding Documents;

.4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;

.1 The bidder has investigated all required fees, permits, and regulatory requirements of authorities having jurisdiction and has properly included in the submitted bid the cost of such fees, permits, and requirements not otherwise indicated as provided by Owner.

.5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and

.6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

.7 The Bidder is a properly licensed Contractor according to the laws and regulations of the State of Kansas and meets qualifications indicated in the Procurement and Contracting Documents.

.8 The Bidder has incorporated into the Bid adequate sums for work performed by installers whose qualifications meet those indicated in the Procurement and Contracting Documents.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding

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Documents.)

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents
§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

3.2.2.1 Submit Bidder's Request for Interpretation using form furnished with electronic bid forms and submitted via email.

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3 Substitutions
§ 3.3.1 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.

§ 3.3.2 Substitution Process
§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

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§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda may be issued at any time prior to the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

§ 3.4.4.1 Owner may elect to waive the requirement for acknowledging receipt of 3.4.4 Addenda as follows:

.1 Information received as part of the Bid indicates that the Bid, as submitted, reflects modifications to the Procurement and Contracting Documents included in an unacknowledged Addendum.

.2 Modifications to the Procurement and Contracting Documents in an unacknowledged Addendum do not, in the opinion of Owner, affect the Contract Sum or Contract Time.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.

.1 Printable electronic Bid Forms and related documents are available from the Architect

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.1.9 The Bid may include unit prices when called for by the Procurement and Contracting Documents. Owner may elect to consider unit prices in determination of award. Unit prices will be incorporated into the Contract.

§ 4.1.10 Owner may elect to disqualify a bid due to failure to submit a bid in the form requested, failure to bid request alternates or unit prices, failure to complete entries in all blanks in the Bid Form, or inclusion by the Bidder of any

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alternates, conditions, limitations, or provisions not called for.

§ 4.1.11 Bids shall NOT include sales and use taxes.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:
(Insert the form and amount of bid security.)

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning sixty (60) days after the opening of Bids, withdraw its Bid and request the return of its bid security.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:
(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

§ 4.3.2 Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

.1 Include Bidder's Contractor License Number applicable in Project jurisdiction on the face of the sealed bid envelope.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

.1 Such modifications to or withdrawal of a bid may only be made by persons authorized to act on behalf of the Bidder. Authorized persons are those so identified in the Bidder's corporate bylaws, specifically empowered by the Bidder's charter or similar legally binding document acceptable to Owner, or by a power of attorney, signed and dated, describing the scope and limitations of the power of attorney. Make such documentation available to the Owner at the time of seeking modifications or withdrawal of the Bid.

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§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:
(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

§ 5.2.1 Owner reserves the right to reject a bid based on Owner's and Architect's evaluation of qualification information submitted following opening of bids. Owner's evaluation of the Bidder's qualifications will include: status of licensure and record of compliance with licensing requirements, record of quality of completed work, record of Project completion and ability to complete, record of financial management including financial resources available to complete Project and record of timely payment of obligations, record of Project site management including compliance with requirements of authorities having jurisdiction, record of and number of current claims and disputes and the status of their resolution, and qualifications of the Bidder's proposed Project staff and proposed subcontractors.

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

§ 6.2 Owner's Financial Capability

A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

.1 a designation of the Work to be performed with the Bidder's own forces;

.2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers

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of each; and

.3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

.4 Submit information requested in Sections 6.3.1.1, 6.3.1.2, and 6.3.1.3 no later than two business days following Architect's request.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

.1 Both a Performance Bond and a Payment Bond will be required, each in an amount equal to 100 percent of the Contract Sum.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.
(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)

§ 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than ten days after the date of Notice of Intent to Award and no later than the date of execution of the Contract, whichever occurs first. Owner may deem the failure of the Bidder to deliver required bonds within the period of time allowed a default. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

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.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

.4 Building Information Modeling Exhibit, if completed:

.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.7 Addenda:

Number	Date	Pages

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017.)

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents listed below:
(List here any additional documents that are intended to form part of the Proposed Contract Documents.)

ARTICLE 9 EXECUTION OF THE CONTRACT

§ 9.1 Subsequent to the Notice of Intent to Award, and within 10 days after the prescribed Form of Agreement is presented to the Awardee for signature, the Awardee shall execute and deliver the Agreement to Owner through

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Architect, in such number of counterparts as Owner may require.

§ 9.2 Owner may deem as a default the failure of the Awardee to execute the Contract and to supply the required bonds when the Agreement is presented for signature within the period of time allowed.

§ 9.3 Unless otherwise indicated in the Procurement and Contracting Documents or the executed Agreement, the date of commencement of the Work shall be the date of the executed Agreement or the date that the Bidder is obligated to deliver the executed Agreement and required bonds to Owner

§ 9.4 In the event of a default, Owner may declare the amount of the Bid security forfeited and elect to either award the Contract to the next responsible bidder or re-advertise for bids.

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SECTION 00 41 13 - BID FORM – STIPULATED SUM (SINGLE-PRIME CONTRACT)

BID INFORMATION

1.01 BIDDER: _____.

A. Project Name: Garden City High School Water Heater Replacement

B. Project Location:
   1. 2720 Buffalo Way Blvd., Garden City, Kansas.

C. Owner: Garden City Unified School District #457 Board of Education.

D. Architect: GMCN Architects, Inc.

E. Architect Project Number: 202608

1.02 **CERTIFICATIONS AND BASE BID**

A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by GMCN Architects Inc. and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:
   1. _____ Dollars ($_____).
   2. The above amount includes Allowances specified in 01 21 00 - Allowances.

1.03 BID GUARANTEE

A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the amount constituting five percent (5%) of the Base Bid amount above:
   1. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.04 TIME OF COMPLETION

A. Complete the Work in _____ calendar days from **Commencement Date**.
   (Bidder to enter number of days.)

1.05 ACKNOWLEDGEMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
   1. Addendum No. 1, dated _____.
   2. Addendum No. 2, dated _____.

3. Addendum No. 3, dated _____.
4. Addendum No. 4, dated _____.

1.06 CHANGES TO THE WORK

A. Changes in the Work shall be as established in the Contract Documents. The following fees shall be used for lump sum pricing and actual cost pricing of additions and deletions to that Work included in the Bid, namely:
   1. Contractor Work performed by his own forces:
      O&P ____% Not-to-Exceed 15%
   2. Contractor Work performed by other than his own forces:
      O&P ____% Not-to-Exceed 10%
   3. Subcontractor Work performed by his own forces:
      O&P ____% Not-to-Exceed 10%
   4. Subcontractor Work performed by other than his own forces:
      O&P ____% Not-to-Exceed 5%
   5. Percentages for overhead and profit will not be allowed on bond premiums.

1.07 BID SUPPLEMENTS

A. The following supplements are a part of this Bid Form and are attached hereto.
   1. Bid Form Supplement - Bid Bond Form (AIA Document A310)

1.08 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Finney County and Garden City, Kansas, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.09 SUBMISSION OF BID

A. Respectfully submitted this _____day of _____, 2026.
B. Submitted By: _____
C. (Name of bidding firm or corporation)
D. Authorized Signature: _____
E. (Handwritten signature)
F. Signed By: _____
G. (Type or print name)
H. Title: _____
I. (Owner/Partner/President/Vice President)
J. Witness By: _____
K. (Handwritten signature)
L. Attest: _____
M. (Handwritten signature)
N. _____

O. (Type or print name)

P. Title: _____

Q. (Corporate Secretary or Assistant Secretary)

R. Street Address: _____

S. City, State, Zip _____

T. Phone: _____

U. License No.: _____

V. Federal ID No.: _____

1.10 (AFFIX CORPORATE SEAL HERE)

END OF DOCUMENT 004113

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SECTION 00 50 00 - CONTRACTING FORMS AND SUPPLEMENTS

PART 1 GENERAL

1.01 CONTRACTOR IS RESPONSIBLE FOR OBTAINING A VALID LICENSE TO USE ALL COPYRIGHTED DOCUMENTS SPECIFIED BUT NOT INCLUDED IN THE PROJECT MANUAL.

1.02 AGREEMENT AND CONDITIONS OF THE CONTRACT

A. The Agreement and General Conditions are based on AIA A104.

1.03 FORMS

A. Use the following forms for the specified purposes unless otherwise indicated elsewhere in Contract Documents.

B. Post-Award Certificates and Other Forms:
   1. Application for Payment Forms: AIA G702 with AIA G703 (for Contractors).

C. Closeout Forms:
   1. Certificate of Substantial Completion Form: AIA G704.

1.04 REFERENCE STANDARDS

A. AIA A104 - Standard Abbreviated Form of Agreement Between Owner and Contractor; 2017.

B. AIA G702 - Application and Certificate for Payment; 1992.

C. AIA G703 - Continuation Sheet; 1992.

D. AIA G704 - Certificate of Substantial Completion; 2017.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 00 50 00

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SECTION 00 52 00 - AGREEMENT FORM

PART 1 GENERAL

1.01 FORM OF AGREEMENT

1.02 THE AGREEMENT TO BE EXECUTED IS ATTACHED FOLLOWING THIS PAGE.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 00 52 00

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AIA® Document A104® – 2017

Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as of the day of in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Garden City Schools USD 457
1205 Fleming Street
Garden City, KS 67846
620-805-8704

and the Contractor:
(Name, legal status, address and other information)

for the following Project:
(Name, location and detailed description)

Garden City High School Water Heater Replacement
2720 Buffalo Way Blvd.
Garden City, KS 67846

The Architect:
(Name, legal status, address and other information)

GMCN Architects, Inc.
115 E Laurel St.
Garden City, KS 67846
620-276-3244

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

DRAFT

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TABLE OF ARTICLES

1 THE WORK OF THIS CONTRACT

2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3 CONTRACT SUM

4 PAYMENT

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6 ENUMERATION OF CONTRACT DOCUMENTS

7 GENERAL PROVISIONS

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20 TERMINATION OF THE CONTRACT

21 CLAIMS AND DISPUTES

EXHIBIT A DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[X] A date set forth in a notice to proceed issued by the Owner.

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[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check the appropriate box and complete the necessary information.)

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[ ] By the following date:

~~**§ 2.3.2** Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:~~

~~Portion of Work~~	~~Substantial Completion Date~~

~~**§ 2.3.3** If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.~~

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

[X] Stipulated Sum, in accordance with Section 3.2 below

[ ] Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

[ ] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be ($), subject to additions and deductions as provided in the Contract, including those sums added pursuant to Section 3.2.2 Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.2.2 Unit prices, if any:
(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)
The following unit pricing is agreed to in the event the identified items ___ below, are necessary to complete the Work. In such an event, the total amount charged for each Unit shall be added to the Stipulated Sum.

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Item	Units and Limitations	Price per Unit ($0.00)

§ 3.2.3 Allowances, if any, included in the stipulated sum:
(Identify each allowance.)

Item	Price

§ 3.3 Cost of the Work Plus Contractor's Fee - Not Used

§ 3.3.1 ~~The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.~~

§ 3.3.2 ~~The Contractor's Fee:~~
~~*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)*~~

§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price - Not Used

§ 3.4.1 ~~The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.~~

§ 3.4.2 ~~The Contractor's Fee:~~
~~*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)*~~

§ 3.4.3 Guaranteed Maximum Price - Not Used

§ 3.4.3.1 ~~The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed ($), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.~~
~~*(Insert specific provisions if the Contractor is to participate in any savings.)*~~

§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.4.3.3 ~~Unit Prices, if any:~~
~~*(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)*~~

~~Item~~	~~Units and Limitations~~	~~Price per Unit ($0.00)~~
-	-	-

§ 3.4.3.4 ~~Allowances, if any, included in the Guaranteed Maximum Price:~~
~~*(Identify each allowance.)*~~

~~Item~~	~~Price~~
-	-

§ 3.4.3.5 ~~Assumptions, if any, on which the Guaranteed Maximum Price is based:~~

§ 3.4.3.6 ~~To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and~~

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~~reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.~~

§ 3.4.3.7 ~~The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.~~

§ 3.5 Liquidated damages, if any: None
(Insert terms and conditions for liquidated damages, if any.)

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

§ 4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 4.1.3 Provided that ~~an~~a properly completed and undisputed Application for Payment is received by the Architect not later than the Twenty-Fifth day of a month, the Owner shall, absent extenuation circumstances, make payment of the certified amount to the Contractor not later than the Twenty-Fifth day of the following month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 4.1.4 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)

~~Takethat portion of the Contract Sum properly allocable to completed Work asdetermined by multiplying the percentage completion of each portion of the Workby the share of the Contract Sum allocated to that portion of the Work in theschedule of values, less retainage of ten percent (10 %). Only executed ChangeOrders may be added to the Contract Sum and may be included in any Applicationfor Payment~~

§ 4.1.5 Payments due and unpaid under the Contract shall bear a late payment fee~~interest~~ from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of ~~interest~~ late payment fee agreed upon, if any.)

18.00 % per annum

§ 4.2 Final Payment

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- **.1** the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- **.2** the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; and
- **.3** a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

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At completion of all work

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 21.6 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 6.1.2 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

§ 6.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ 6.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages

§ 6.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date

§ 6.1.6 The Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

§ 6.1.7 Additional documents, if any, forming part of the Contract Documents:

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.1 Other Exhibits:
(Check all boxes that apply.)

[ ] Exhibit A, Determination of the Cost of the Work.

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents.)

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 7.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 7.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 7.4 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service

§ 7.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution

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to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 7.6 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 7.7 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.8 Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 7.9 Notice

§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with a building information modeling exhibit, insert requirements for delivering Notice in electronic format such as name, title and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 7.9.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 7.10 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 8 OWNER

§ 8.1 Information and Services Required of the Owner

§ 8.1.1 Prior to commencement of the Work, at the written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 8.1.1, the Contract Time shall be extended appropriately.

§ 8.1.2 The Owner shall furnish all necessary surveys and a legal description of the site.

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§ 8.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

ARTICLE 9 CONTRACTOR

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

§ 9.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 9.2 Supervision and Construction Procedures

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

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§ 9.3 Labor and Materials

§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 9.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

§ 9.4 Warranty

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3.

§ 9.5 Taxes

The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 9.6 Permits, Fees, Notices, and Compliance with Laws

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.7 Allowances

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

§ 9.8 Contractor's Construction Schedules

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

§ 9.9 Submittals

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop

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Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.9.3 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

§ 9.10 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 9.11 Cutting and Patching

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

§ 9.12 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project.

§ 9.13 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 9.14 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 9.15 Indemnification

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a

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party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 10.3 The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.4 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 10.5 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 10.6 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.7 The Architect will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.8 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 10.9 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the

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Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 12.2 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides

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notice to the Owner and Architect promptly and before conditions are disturbed.

§ 13.5 Changes to the Work

A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
   a. To Contractor for Work performed by his own forces __% O & P
   b. To Contractor for Work performed by other than his own forces __% O & P
   c. To Subcontractor for Work performed by his own forces __% O & P
   d. To Subcontractor for Work performed by other than own forces __% O & P

   Percentages for overhead and profit will not be allowed on bond premiums.

B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus (0%) of the overhead and profit percentage noted above.

ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

§ 15.2 Control Estimate

§ 15.2.1 Where the Contract Sum is the Cost of the Work, plus the Contractor's Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee.

§ 15.2.2 The Control Estimate shall include:

.1 the documents enumerated in Article 6, including all Modifications thereto;

.2 a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;

.3 a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;

.4 a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment the Owner's occupancy requirements, and the date of Substantial Completion; and

.5 a list of any contingency amounts included in the Control Estimate for further development of design and

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construction.

§ 15.2.3 When the Control Estimate is acceptable to the Owner and Architect, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

§ 15.2.4 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 15.2.5 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.

§ 15.3 Applications for Payment

§ 15.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 15.3.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 15.3.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.3.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 15.4 Certificates for Payment

§ 15.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods,

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techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 15.4.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- **.1** defective Work not remedied;
- **.2** third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents.

§ 15.4.4 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

§ 15.5 Progress Payments

§ 15.5.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner.

§ 15.5.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

§ 15.5.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 15.5.4 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 15.6 Substantial Completion

§ 15.6.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 15.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.6.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish

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the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 15.7.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from

- **.1** liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

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§ 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 16.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 Contractor's Insurance

§ 17.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) each occurrence, Two Million Dollars and Zero Cents ($ 2,000,000.00) general aggregate, and Two Million Dollars and Zero Cents ($ 2,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

- **.1** damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- **.2** personal and advertising injury;
- **.3** damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- **.4** bodily injury or property damage arising out of completed operations; and
- **.5** the Contractor's indemnity obligations under Section 9.15.

§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 17.1.5 Workers' Compensation at statutory limits.

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§ 17.1.6 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars and Zero Cents ($ 500,000.00) each accident, Five Hundred Thousand Dollars and Zero Cents ($ 500,000.00) each employee, and Five Hundred Thousand Dollars and Zero Cents ($ 500,000.00) policy limit.

§ 17.1.7 - Not Used ~~If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than ($) per claim and ($) in the aggregate.~~

§ 17.1.8 - Not Used ~~If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than ($) per claim and ($) in the aggregate.~~

§ 17.1.9 - Not Used ~~Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than ($) per claim and ($) in the aggregate.~~

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Contractor.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

§ 17.1.13 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 17.1.14 Other Insurance Provided by the Contractor
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits

§ 17.2 Owner's Insurance
§ 17.2.1 Owner's Liability Insurance
The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 17.2.2 Property Insurance
§ 17.2.2.1 The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on

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a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ 17.2.2.2 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.

§ 17.2.2.3 If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ 17.2.2.4 If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ 17.2.2.5 Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ 17.2.2.6 Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 17.2.2.7 Waiver of Subrogation

§ 17.2.2.7.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 17.2.2.7.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 17.2.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any

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applicable mortgagee clause. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 17.2.3 Other Insurance Provided by the Owner
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

§ 17.3 Performance Bond and Payment Bond
§ 17.3.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract.

§ 17.3.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 18 CORRECTION OF WORK
§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

ARTICLE 19 MISCELLANEOUS PROVISIONS
§ 19.1 Assignment of Contract
Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 19.2 Governing Law
The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.6.

§ 19.3 Tests and Inspections

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Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 19.4 The Owner's representative:
(Name, address, email address and other information)

§ 19.5 The Contractor's representative:
(Name, address, email address and other information)

§ 19.6 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 Termination by the Contractor

If the Architect fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- **.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts; and a termination fee, if any, as follows:

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(Insert the amount of or method for determining the fee payable to the Contractor by the Owner following a termination for the Owner's convenience, if any.)

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

§ 21.2 Notice of Claims

§ 21.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Architect within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 21.2.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.

§ 21.3 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3.

§ 21.4 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 21.5 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 21.6 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 21.7 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 21.8 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute

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consent to arbitration of a Claim not described in the written Consent.

§ 21.9 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 21.10 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 21.11 Waiver of Claims for Consequential Damages

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
(Printed name and title)	*(Printed name and title)*

DRAFT

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SECTION 01 10 00 - SUMMARY

PART 1 GENERAL

1.01 PROJECT

A. Project Name: Garden City High School Water Heater Replacement

B. Owner's Name: Garden City Unified School District #457.

C. Architect's Name: GMCN Architects, Inc..

D. The Project consists of Water Heater Replacement as shown on drawings.

1.02 CONTRACT DESCRIPTION

A. Contract Type: A single prime contract based on a Stipulated Price as described in Document 00 52 00 - Agreement Form.

1.03 DESCRIPTION OF ALTERATIONS WORK

A. Scope of demolition and removal work is indicated on drawings.

1.04 OWNER OCCUPANCY

A. Owner intends to continue to occupy the existing building during the entire construction period.

B. Owner intends to occupy the Project upon Substantial Completion.

C. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.

D. Schedule the Work to accommodate Owner occupancy.

1.05 CONTRACTOR USE OF SITE

A. Provide access to and from site as required by law and by Owner:
   1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
   2. Do not obstruct roadways, sidewalks, or other public ways without permit.

B. Utility Outages and Shutdown:
   1. Limit shutdown of utility services to four (4) hours at a time, arranged at least 24 hours in advance with Owner.
   2. Prevent accidental disruption of utility services to other facilities.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 10 00

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SECTION 01 21 00 - ALLOWANCES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Contingency allowance.

1.02 CONTINGENCY ALLOWANCE

A. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit will be included in Change Orders authorizing expenditure of funds from this Contingency Allowance.

B. Funds will be drawn from the Contingency Allowance only by Change Order.

C. At closeout of Contract, funds remaining in Contingency Allowance will be credited to Owner by Change Order.

1.03 ALLOWANCES SCHEDULE

A. Contingency Allowance: Include the stipulated sum/price of $10,000.00 for use upon Owner's instructions.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 21 00

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SECTION 01 25 00 - SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Procedural requirements for proposed substitutions.

1.02 DEFINITIONS

A. Substitutions: Changes from Contract Documents requirements proposed by Contractor to materials, products, assemblies, and equipment.
   1. Substitutions for Cause: Proposed due to changed Project circumstances beyond Contractor's control.
      a. Unavailability.
      b. Regulatory changes.
   2. Substitutions for Convenience: Proposed due to possibility of offering substantial advantage to the Project.
      a. Substitution requests offering advantages solely to the Contractor will not be considered.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
   1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
   2. Agrees to provide the same warranty for the substitution as for the specified product.
   3. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
   4. Waives claims for additional costs or time extension that may subsequently become apparent.

B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.

C. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
   1. No specific form is required. Contractor's Substitution Request documentation must include the following:
      a. Project Information:
         1) Official project name and number, and any additional required identifiers established in Contract Documents.
      b. Substitution Request Information:
         1) Indication of whether the substitution is for cause or convenience.

2) Reference to particular Contract Document(s) specification section number, title, and article/paragraph(s).
3) Description of Substitution.
4) Reason why the specified item cannot be provided.
5) Differences between proposed substitution and specified item.
6) Description of how proposed substitution affects other parts of work.

c. Attached Comparative Data: Provide point-by-point, side-by-side comparison addressing essential attributes specified, as appropriate and relevant for the item:

d. Impact of Substitution:
1) Savings to Owner for accepting substitution.
2) Change to Contract Time due to accepting substitution.

D. Limit each request to a single proposed substitution item.

3.02 SUBSTITUTION PROCEDURES DURING CONSTRUCTION

A. Submit request for Substitution for Cause within 14 days of discovery of need for substitution, but not later than 14 days prior to time required for review and approval by Architect, in order to stay on approved project schedule.

B. Substitution for Convenience will not be considered.

C. Substitutions will not be considered under one or more of the following circumstances:
1. When they are indicated or implied on shop drawing or product data submittals, without having received prior approval.
2. Without a separate written request.
3. When acceptance will require revisions to Contract Documents.

3.03 CLOSEOUT ACTIVITIES

A. See Section 01 78 00 - Closeout Submittals, for closeout submittals.

END OF SECTION 01 25 00

SECTION 01 30 00 - ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. General administrative requirements.

B. Number of copies of submittals.

C. Requests for Interpretation (RFI) procedures.

D. Submittal procedures.

1.02 GENERAL ADMINISTRATIVE REQUIREMENTS

A. Comply with requirements of Section 01 70 00 - Execution and Closeout Requirements for coordination of execution of administrative tasks with timing of construction activities.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 REQUESTS FOR INTERPRETATION (RFI)

A. Definition: A request seeking one of the following:
   1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in Contract Documents.
   2. A resolution to an issue which has arisen due to field conditions and affects design intent.

B. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
   1. Prepare a separate RFI for each specific item.
      a. Review, coordinate, and comment on requests originating with subcontractors and/or materials suppliers.
      b. Do not forward requests which solely require internal coordination between subcontractors.
   2. Combine RFI and its attachments into a single electronic file. PDF format is preferred.

C. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
   1. Include in each request Contractor's signature attesting to good faith effort to determine from Contract Documents information requiring interpretation.

D. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
   1. Official Project name and number, and any additional required identifiers established in Contract Documents.
   2. Discrete and consecutive RFI number, and descriptive subject/title.

3. Issue date, and requested reply date.
4. Reference to particular Contract Document(s) requiring additional information/interpretation. Identify pertinent drawing and detail number and/or specification section number, title, and paragraph(s).
5. Annotations: Field dimensions and/or description of conditions which have engendered the request.

E. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.

3.02 SUBMITTALS FOR REVIEW

A. When the following are specified in individual sections, submit them for review:
1. Product data.
2. Shop drawings.
3. Samples for selection.
4. Samples for verification.

B. Submit to Architect for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.

C. Samples will be reviewed for aesthetic, color, or finish selection.

D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 78 00 - Closeout Submittals.

3.03 SUBMITTALS FOR PROJECT CLOSEOUT

A. Submit Correction Punch List for Substantial Completion.

B. Submit Final Correction Punch List for Substantial Completion.

C. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 01 78 00 - Closeout Submittals:
1. Project record documents.
2. Operation and maintenance data.
3. Warranties.
4. Bonds.
5. Other types as indicated.

D. Submit for Owner's benefit during and after project completion.

3.04 NUMBER OF COPIES OF SUBMITTALS

A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.

B. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
1. After review, produce duplicates.
2. Retained samples will not be returned to Contractor unless specifically so stated.

3.05 SUBMITTAL PROCEDURES

A. General Requirements:
   1. Submit separate packages of submittals for review and submittals for information, when included in the same specification section.
   2. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.

B. Shop Drawing Procedures:
   1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting Contract Documents and coordinating related work.
   2. Do not reproduce Contract Documents to create shop drawings.
   3. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.

END OF SECTION 01 30 00

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SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Submittals.

B. References and standards.

C. Testing and inspection agencies and services.

D. Control of installation.

E. Defect Assessment.

1.02 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

B. Test Reports: After each test/inspection, promptly submit two copies of report to Architect and to Contractor.

1. Include:
   a. Date issued.
   b. Project title and number.
   c. Name of inspector.
   d. Date and time of sampling or inspection.
   e. Identification of product and specifications section.
   f. Location in the Project.
   g. Type of test/inspection.
   h. Date of test/inspection.
   i. Results of test/inspection.
   j. Compliance with Contract Documents.
   k. When requested by Architect, provide interpretation of results.
2. Test report submittals are for Architect's knowledge as contract administrator for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents, or for Owner's information.

1.03 REFERENCES AND STANDARDS

A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

B. Comply with reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.

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

D. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Architect shall be altered from Contract Documents by mention or inference otherwise in any reference document.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.

B. Comply with manufacturers' instructions, including each step in sequence.

C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.

D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Have work performed by persons qualified to produce required and specified quality.

F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.

G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.02 TESTING AND INSPECTION

A. Testing Agency Duties:
   1. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
   2. Perform specified sampling and testing of products in accordance with specified standards.
   3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
   4. Promptly notify Architect and Contractor of observed irregularities or non-compliance of Work or products.
   5. Perform additional tests and inspections required by Architect.
   6. Submit reports of all tests/inspections specified.

B. Limits on Testing/Inspection Agency Authority:
   1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
   2. Agency may not approve or accept any portion of the Work.
   3. Agency may not assume any duties of Contractor.
   4. Agency has no authority to stop the Work.

C. Contractor Responsibilities:
   1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
   2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
   3. Provide incidental labor and facilities:
      a. To provide access to Work to be tested/inspected.
      b. To obtain and handle samples at the site or at source of Products to be tested/inspected.

c. To facilitate tests/inspections.
d. To provide storage and curing of test samples.

4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.

D. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by Architect.

E. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.

3.03 DEFECT ASSESSMENT

A. Replace Work or portions of the Work not complying with specified requirements.

B. If, in the opinion of Architect, it is not practical to remove and replace the work, Architect will direct an appropriate remedy or adjust payment.

END OF SECTION 01 40 00

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SECTION 01 60 00 - PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. General product requirements.

B. Transportation, handling, storage and protection.

C. Product option requirements.

D. Substitution limitations.

E. Maintenance materials, including extra materials, spare parts, tools, and software.

1.02 SUBMITTALS

A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.

B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
   1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

2.01 NEW PRODUCTS

A. Provide new products unless specifically required or permitted by Contract Documents.

B. Use of products having any of the following characteristics is not permitted:
   1. Made using or containing CFC's or HCFC's.
   2. Made of wood from newly cut old growth timber.
   3. Containing lead, cadmium, or asbestos.

2.02 PRODUCT OPTIONS

A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.

B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.

C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

2.03 MAINTENANCE MATERIALS

A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.

B. Deliver and place in location as directed; obtain receipt prior to final payment.

PART 3 EXECUTION

3.01 SUBSTITUTION LIMITATIONS

A. See Section 01 25 00 - Substitution Procedures.

3.02 TRANSPORTATION AND HANDLING

A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.

B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.

C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.

D. Transport and handle products in accordance with manufacturer's instructions.

E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.

F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.

G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.

H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.03 STORAGE AND PROTECTION

A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 01 74 19.

B. Store and protect products in accordance with manufacturers' instructions.

C. Store with seals and labels intact and legible.

D. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.

E. For exterior storage of fabricated products, place on sloped supports above ground.

F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.

G. Comply with manufacturer's warranty conditions, if any.

H. Do not store products directly on the ground.

I. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.

J. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.

K. Prevent contact with material that may cause corrosion, discoloration, or staining.

L. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

M. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION 01 60 00

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SECTION 01 78 00 - CLOSEOUT PROCEDURES

PART 1 GENERAL

1.01 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

B. Substantial Completion procedures.

C. Final completion procedures.

D. Warranties.

E. Final cleaning.

F. Repair of the Work.

1.02 ACTION SUBMITTALS

A. Product Data: For cleaning agents.

B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.03 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

B. Certificate of Insurance: For continuing coverage.

1.04 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.05 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

B. Submittals Prior to Substantial Completion: Complete the following minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.

3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.

C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
   1. Complete final cleaning requirements.
   2. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
   1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
   2. Results of completed inspection will form the basis of requirements for final completion.

1.06 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
   1. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
   1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.07 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction. Use CSI Form 14.1A.
   1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
   2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
   3. Include the following information at the top of each page.
      a. Project name.

b. Date.
c. Name of Architect.
d. Name of Contractor.
e. Page number.

B. Submit list of incomplete items in the following format:
1. PDF electronic file. Architect will return annotated file.

1.08 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2 by 11-inch paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a type description of the product or installation, including the name of the product and the name, address, and telephone number of installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES,' Project name, and name of Contractor.
4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 PRODUCTS

2.01 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 EXECUTION

3.01 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental land antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
   1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
      a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
      b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
      c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
      d. Remove tools, construction equipment, machinery, and surplus material from Project site.
      e. Remove snow and ice to provide safe access to building.
      f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
      g. Leave Project clean and ready for occupancy.

C. Construction Waste Disposal: Comply with waste disposal requirements in Section 017419 "Construction Waste Management and Disposal."

3.02 REPAIR OF THE WORK

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

B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restore, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
   1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
   2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
      a. Do not paint over "UL" and other required labels and identification, including mechanical electrical nameplates. Remove paint applied to required labels and identification.

C. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.

D. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 01 78 00 01 78 00

DRAWING INDEX

ARCHITECTURAL

T1.1 TITLE SHEET

MECHANICAL

MP0.1 DESIGN CRITERIA
MP1.1 MECHANICAL AND PLUMBING PLANS

ELECTRICAL

E1.1 ELECTRICAL COVER SHEET
E1.2 ELECTRICAL SPECIFICATIONS
E2.1 FLOOR PLAN POWER AND DEMO

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WATER HEATER REPLACEMENT FOR
GARDEN CITY HIGH SCHOOL
UNIFIED SCHOOL DISTRICT #457
GARDEN CITY SCHOOLS

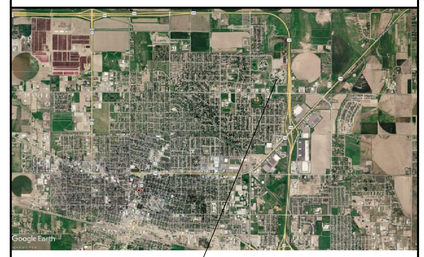
2720 BUFFALO WAY BLVD.
GARDEN CITY, KANSAS 67846

PROJECT NO. 202608

ABBREVIATIONS

&,&	AND	CORR.	CORRIDOR	F.H.C.	FIRE HOSE CABINET	L.L.	LOWER LEVEL	P.T.R.	PAPER TOWEL RECEPTACLE	T.C.	TOP OF CURB
∠	ANGLE	CTSK.	COUNTERSUNK	FIN.	FINISH	LT.	LIGHT			TEL.	TELEPHONE
@	AT	CTR.	CENTER	FLR.	FLOOR	LTC	LONG TERM CARE			TER.	TERRAZZO
℄	CENTERLINE			FLASH.	FLASHING			Q.T.	QUARRY TILE	T.&G.	TONGUE AND GROOVE
ϕ	DIAMETER OR ROUND			FLOOR.	FLUORESCENT	MANUF.	MANUFACTURER			THK.	THICK
⊥	PERPENDICULAR	DBL.	DOUBLE	F.O.C.	FACE OF CONCRETE	MAX.	MAXIMUM			T.P.	TOP OF PAVEMENT
#	POUND OR NUMBER	D.F.	DRINKING FOUNTAIN	F.O.F.	FACE OF FINISH	MECH.	MECHANICAL	R.	RADIUS	T.P.D.	TOILET PAPER DISPENSER
(E)	EXISTING	DET.	DETAIL	F.O.S.	FACE OF STUDS	MEMB.	MEMBRANE	R.D.	ROOF DRAIN	T.S.	TOP OF SLAB
		DIA.	DIAMETER	F.O.W.	FACE OF WALL	MFR.	MANUFACTURER	REF.	REFERENCE	T.V.	TELEVISION
		DIM.	DIMENSION	FPRF.	FIREPROOF	MH.	MANHOLE	REFR.	REFRIGERATOR	T.W.	TOP OF WALL
ACOUS.	ACOUSTICAL	DISP.	DISPENSER	F.S.	FULL SIZE	MIN.	MINIMUM	REGTR.	REGISTER	TYP.	TYPICAL
A.D.	AREA DRAIN	DN.	DOWN	FT.	FOOT OR FEET	MIR.	MIRROR	REINF.	REINFORCED		
A.F.F.	ABOVE FINISH FLOOR	DR.	DOOR	FTG.	FOOTING	MISC.	MISCELLANEOUS	REQ'D.	REQUIRED		
ADJ.	ADJUSTABLE	DWR.	DRAWER	FURR.	FURRING	M.L.	MAIN LEVEL	RESIL.	RESILIENT	UNF.	UNFINISHED
AGGR.	AGGREGATE	DS.	DOWNSPOUT	FUT.	FUTURE	M.O.	MASONRY OPENING	RM.	ROOM	U.O.N.	UNLESS OTHERWISE NOTED
A.H.U.	AIR HANDLING UNIT	D.S.P.	DRY STANDPIPE			MSRY.	MASONRY	R.O.	ROUGH OPENING	UR.	URINAL
AL.	ALUMINUM	DWG.	DRAWING			MTD.	MOUNTED	RWD.	REDWOOD		
ALT.	ALTERNATE			GA.	GAUGE	MTL.	METAL	R.W.L.	RAIN WATER LEADER		
APPROX.	APPROXIMATE			GALV.	GALVANIZED	MUL.	MULLION			V.C.T.	VINYL COMPOSITION TILE
ARCH.	ARCHITECTURAL	E.	EAST	G.B.	GLASS BLOCK					VERT.	VERTICAL
ASB.	ASBESTOS	EA.	EACH	GL.	GLASS			S.	SOUTH	VEST.	VESTIBULE
ASPH.	ASPHALT	E.I.F.S.	EXTERIOR INSULATION	GND.	GROUND	N.	NORTH	S.C.	SOLID CORE		
			FINISH SYSTEM	GR.	GRADE	N.I.C.	NOT IN CONTRACT	S.C.D.	SEAT COVER DISPENSER		
B.F.F.	BELOW FINISH FLOOR	E.J.	EXPANSION JOINT	GYP.	GYPSUM	NO. or #	NUMBER	SCHED.	SCHEDULE	W.	WEST
BITUM.	BITUMINOUS	ELEC.	ELECTRICAL	GWB	GYPSUM WALL BOARD	NOM.	NOMINAL	S.D.	SOAP DISPENSER	W/	WITH
BLDG.	BUILDING	ELEV.	ELEVATOR			N.T.S.	NOT TO SCALE	SECT.	SECTION	W.C.	WATER CLOSET
BLK.	BLOCK	EMER.	EMERGENCY	H.B.	HOSE BIBB			SHLF.	SHELF	WD.	WOOD
BLKG.	BLOCKING	ENCL.	ENCLOSURE	H.C.	HOLLOW CORE			SHWR.	SHOWER	W/O	WITHOUT
BM.	BEAM	E.P.	ELECTRICAL PANELBOARD	H.M.	HOLLOW METAL	O.A.	OVERALL	SHT.	SHEET	WP.	WATERPROOF
BOTT.	BOTTOM	EQ.	EQUAL	HORIZ.	HORIZONTAL	OBS.	OBSCURE	SHLF.	SHELF	WSCT.	WAINSCOT
CAB.	CABINET	EQUIP.	EQUIPMENT	H.P.L.	HIGH PRESSURE LAMINATE	O.C.	ON CENTER	SHLVS.	SHELVES	WT.	WEIGHT
C.B.	CATCH BASIN	EX.	EXISTING	HR.	HOUR	O.D.	OUTSIDE DIAMETER	SIM.	SIMILAR		
C. & G.	CURB AND GUTTER	EXPO.	EXPOSED	HT.	HEIGHT	OFF.	OFFICE	S.N.D.	SANITARY NAPKIN DISPENSER		
CEM.	CEMENT	EXP.	EXPANSION			OPNG.	OPENING	S.N.R.	SANITARY NAPKIN RECEPTACLE		
CER.	CERAMIC	EXT.	EXTERIOR	I.D.	INSIDE DIAMETER (DIM)	OPP.	OPPOSITE	SPEC.	SPECIFICATION		
C.I.	CAST IRON			INSUL.	INSULATION	P.B.	PUSH BUTTON DOOR RELEASE	SQ.	SQUARE		
C.J.	CONTROL JOINT			INT.	INTERIOR	PRCST.	PRE-CAST	S.S.	STAINLESS STEEL		
CLG.	CEILING					PL.	PLATE	S.SK.	SERVICE SINK		
CLO.	CLOSET	F.A.	FIRE ALARM	JAN.	JANITOR	P.LAM.	PLASTIC LAMINATE	STA.	STATION		
CLR.	CLEAR	F.B.	FLAT BAR	JT.	JOINT	PLAS.	PLASTIC	STD.	STANDARD		
C.M.U.	CONCRETE MASONRY UNIT	F.C.U.	FAN COIL UNIT	K.O.	KNOCK-OUT	PLYWD.	PLYWOOD	STL.	STEEL		
COL.	COLUMN	F.D.	FLOOR DRAIN	K.P.	KEY PAD	PNTD.	PAINTED	STOR.	STORAGE		
CONC.	CONCRETE	FDN.	FOUNDATION			PR.	PAIR	STOR.	STORAGE		
CONN.	CONNECTION	F.E.	FIRE EXTINGUISHER	LAM.	LAMINATE	PT.	POINT	STRUCT.	STRUCTURAL		
CONSTR.	CONSTRUCTION	F.E.C.	FIRE EXTINGUISHER CABINET	LAV.	LAVATORY	P.T.D.	PAPER TOWEL DISPENSER	SUSP.	SUSPENDED		
CONT.	CONTINUOUS	F.F.S.	FINISH FLOOR SEPARATIONS	LKR.	LOCKER	P.T.D./R.	COMBINATION PAPER TOWEL DISPENSER & RECEPTACLE	S.V.	SHEET VINYL		
								SYM.	SYMMETRICAL		
						PTN.	PARTITION	T.B.	TOWEL BAR		

VICINITY MAP



NORTH

CLARK SIMPSON
LICENSED
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WATER HEATER REPLACEMENT FOR
GARDEN CITY HIGH SCHOOL
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ISSUE:

NO.	DATE	DESCRIPTION
	03/04/26	BIDDING SET

SHEET TITLE:
TITLE SHEET

DATE:
MARCH 04, 2026

T1.0

GENERAL PROVISIONS 15010

1.01 Furnish all labor, materials, equipment, fixtures, apparatus, special or occasional services, and other appurtenances required for installation of complete and operational heating, ventilating, air conditioning (HVAC) and plumbing systems as indicated on the drawings and as described in these specifications. This work shall include all materials, apparatus, and appliances not specifically mentioned herein or noted on the Drawings as being furnished and installed under another section.

1.02 Work Included: This work includes but is not limited to the following systems: Sanitary sewer and vent, domestic water, natural gas, plumbing fixtures and trim, unit condensate drainage.

1.03 Related Requirements: Primer and protective painting is included in this section; finish painting is specified elsewhere. Temperature controls including low voltage wiring and components are included in this section. Power for temperature controls, interlocks and line voltage electrical power is specified elsewhere. Duct mounted access doors are included in this section; access doors in gyp board walls, ceilings, etc., is specified elsewhere.

Concrete mounting slabs and structural steel reinforcing is specified elsewhere.

Miscellaneous fittings, brackets, supports, etc. are included in this section; other metal work is specified elsewhere. Flashings, counter flashings, caulking, sealants, etc. as required for weatherproofing mechanical penetrations through walls, floors, and roofs are included in this section; other waterproofing is specified elsewhere.

1.04 Coordination with Other Trades: These drawings are diagrammatical in nature and show certain physical relationships which shall be established by the contractor. Install the system within the constraints of the building in an approved manner and coordinate with other trades to ensure harmonious working conditions and proper installation.

1.05 Permits and Inspections: Obtain all permits and inspections and pay all fees for completion of this work.

1.06 Codes and Standards: Comply with the latest adopted version of the International Mechanical and International Plumbing Codes including all local amendments, applicable sections of the NFPA, and other applicable current laws, codes, ordinances, etc. of all Federal, State, and Local authorities whether included or not in the contract documents. All mechanical equipment shall be labeled by UL, ETL, AGA, or other approved independent testing authority. Air conditioning equipment shall be AHRI certified.

1.07 Submittals and Review of Materials, Samples, and Drawings: Provide submittals for all major mechanical equipment and other items where indicated. Identify each piece of equipment with designation indicated on the contract documents. Submit minimum of 3 copies for approval. Submit shop drawings showing any proposed deviation from the contract documents required for interface with the building. Electronic .pdf submittals of equipment and shop drawings may be provided in lieu of hardcopies at contractors' option.

Electronic .pdf copies shall be submitted and reviewed without requiring the utilization of contractor or job specific (not necessarily proprietary) job management or submittal software.

1.08 Guarantees and Warranties: Provide a one-year warranty starting at the date of acceptance by the owner for all systems and equipment installed under this contract.

1.09 Operations and Maintenance Data: Provide operation and maintenance data for all equipment. Identify each piece of equipment as indicated in the contract documents. Information shall include but is not limited to startup, shut down, service and lubrication procedures. Bind information in 3-ring, loose-leaf, hard back binder. At Contractors option, and with approval of owner, operations and maintenance data may be provided in electronic .pdf format.

1.10 Product Delivery, Storage and Handling: Protect all fixtures, material, equipment, and appurtenances from physical and weather damage. All damaged items will be restored to original condition or replaced at owner's option before final acceptance.

1.11 Temporary Services: Provide temporary services and utilities as required.

1.12 All materials exposed in return air plenum to comply with NFPA 90A flame spread under 25, smoke developed, and fuel contributed under 50 for return air plenums.

1.13 Provide access doors where indicated on drawings and/or as required to properly operate, adjust and maintain all equipment. Coordinate exact location with architect prior to installation.

1.14 Caulking and Flashing: Seal all floor, wall and roof penetrations water tight with suitable sealant. Seal penetrations through fire rated assemblies with minimum 1" thickness 3M brand fire barrier caulk CP-25 (or other approved manner) to maintain rating of assembly.

1.15 Openings, Cutting and Patching: Place all equipment in time to avoid cutting new construction. Coordinate required openings with other trades. Undertake no cutting without architect's approval. All patching shall be structurally and aesthetically equal to the surface surrounding the area patched.

1.16 Field verify exact location, size, routing, and availability of existing HVAC and plumbing systems. Verify sufficient space is available to install new equipment and systems as indicated on drawings. If changes are necessary, notify engineer as soon as possible and modify systems as instructed. Coordinate exact location of ceiling diffusers and recessed equipment with light fixtures, ceiling grid, etc.

1.17 Cleaning and Sterilization: Remove all construction debris from site and clean all mechanical equipment. Clean and disinfect all plumbing fixtures and trim. Disinfect domestic hot and cold-water systems with 50 ppm chlorine, allow to stand 24 hours, thoroughly flush system, refill system and ensure residual chlorine content of less than 20 ppm.

1.18 Testing of Piping: All piping shall be tested with hydrostatic or pneumatic pressure, or other means as directed, and shall be proved tight as hereinafter specified in the presence of the local building inspector before it is concealed or covered in any way.

This Contractor shall furnish and install all plugs and make all temporary connections necessary to perform these tests. He shall furnish all labor, tools, and equipment necessary to perform such tests,

Duration of tests shall be of sufficient time to permit inspection of all joints by the local building inspector, and generally holding test pressure for a period of not less than 12 hours continuously without loss of any pressure.

Individual System Tests:

1. Domestic water piping tested under 100 PSI hydrostatic pressure,
2. Soil, waste, vent tested under 12' head of water pressure,
3. Natural gas piping tested under 30 PSI air pressure,
4. High pressure gas piping tested under 60 PSI air pressure,

1.19 Mounting Heights: Install all exposed equipment and piping as high as possible while maintaining access for service of piping and surrounding systems and equipment. Conceal piping and equipment unless indicated otherwise.

1.20 Freeze Protection: Piping and equipment located in areas subject to freezing shall be installed in a manner to prevent freezing. Install all piping on warm side of building insulation to prevent freezing.

1.21 Start-up Instructions: Start-up equipment in accordance with manufacturer's instructions. Review equipment and instruct owner in proper operation of the equipment.

1.22 Equipment and Systems Installation: Install equipment and systems in accordance with manufacturer's printed installation instructions and in accordance with accepted industry standards and all applicable codes. Meet all required clearances and provide all necessary equipment accessories, bases, supports, shields, etc, for a complete and operational installation.

1.23 All mechanical equipment shall be labelled with the equipment identification number. Identification shall be with laminated three-layer plastic nameplates, with engraved black letters on white background. Lettering size shall be 0.75-inches high.

1.24 Pipe Identification: Install pipe identification markers and direction arrows on all piping that is exposed and above ceilings. Markers to be color coded and identified per ANSI specifications. Install at valves and no further than thirty (30) feet apart along any run of pipe, except equipment rooms where spacing will be twenty (20) feet.

1.25 Balancing and Adjusting: The mechanical contractor shall adjust and balance the mechanical systems and check every operational piece of equipment. System shall be balanced to airflow quantities as indicated on drawings. Check, adjust and balance to provide a complete and operational system. A typewritten final balance report shall be provided to the engineer for record purposes.

PIPING SYSTEMS 15060

1.01 Work Included: Installation of all piping systems.

1.02 Domestic Water: Type "L" hard copper ASTM B88 pipe. Wrought copper ASTM B16.22 fittings. Sweat 95-5 tin antimony solder joints. Use Type "K" copper below grade. Plumbing installer shall minimize piping joints below floor. Where joints are necessary, all joints shall be brazed with silver bearing solder.

1.03 Condensate Drain Piping: Schedule 40 PVC ASTM D1784 pipe. Drainage pattern ASTM D2729 fittings. Solvent weld ASTM D2564 joints. Install pipe without sags or low-spots. Provide intermediate hangers as required. Install deep seal traps and cleanout plugs at all equipment connections. Piping on roof shall be supported on pre-manufactured piping supports as noted and detailed on drawings or treated redwood blocking if not noted otherwise. Do not use PVC in return air plenums except where allowed by code. Piping in return air plenums shall be copper piping (the same as domestic water piping), except use drainage pattern fittings.

1.04 Sanitary Drain, Waste, and Vent Piping (Buried within 5 Feet of Building): ASTM D2665, Schedule 40 PVC DWV pipe with ASTM D3311 PVC drainage pattern fittings and ASTM D2855 solvent welded joints with ASTM D2564 solvent cement. Install pipe in a straight line and grade uniformly to slopes indicated by flow line elevations at the building and connection to sanitary sewer main on site. Plug open ends of piping when installation is not in progress.

Install pipe with barrel on firm undisturbed material for the entire length. Refer to Architectural and other division specifications for excavation, trenching, and backfilling requirements.

1.05 Sanitary Drain, Waste, and Vent Piping (Above Grade): ASTM D2665, Schedule 40 PVC DWV pipe with ASTM D3311 PVC drainage pattern fittings and ASTM D2855 solvent welded joints with ASTM D2564 solvent cement.

NOTE: Do not use plastic piping in return air plenums nor penetrate fire rated construction materials except where allowed by code. Piping in return air plenums and through fire rated construction materials shall be cast iron.

In lieu of cast iron piping and at contractors option: where allowed by code and local authority having jurisdiction, PVC piping may be insulated with fire wrap equal to Fyre Wrap 0.5" plenum insulation as manufactured by UniFrax.

1.06 Natural Gas Piping: ASTM A53, Schedule 40 black steel Type E Grade B or Type S Grade B.

For piping up to and including 2 inches: ASME B16.11, 2000 psi forged steel, welded or threaded type; Class 150 black malleable iron, threaded, ASME B16.3 fittings, NFPA 54, threaded or welded to ANSI B31.2, ANSI B31.8 joints. ASME B16.11, forged steel, 3000 psi, threaded or welded; Class 150 black malleable iron, threaded, ASME B16.3 couplings.

For piping over 2 inches: ASME B16.9, steel, butt-welding type (weld thickness to match pipe) fittings, ANSI B31.2, ANSI B31.8, welded joints. Class 150 forged black steel, slip-on or weldneck, raised face, ASME B16.5 flanges. Use flat-faced flanges for connection to Class 125 flat-faced cast iron flanges, fittings, or valves. Non-metallic, self-centering or full face, ASME B16.21 gaskets. Flange bolts to be carbon steel, coarse thread, ASTM A307 Grade B, ASME B18.2.1. Heavy hex nuts, ASTM A563 Grade C, D, DH, DH3, ASME B18.2.2. Flange insulation to include insulating gasket, bolt tubes, insulating washers, steel washers; Electrically isolate underground piping from aboveground piping.

Provide a quarter turn lubricated cut-off cock at each piece of equipment. Teflon tape is not allowed in natural gas system piping. Underground piping shall be coated and wrapped with .04" thick polyethylene equal to AWWA C203 or C025. Provide cathodic protection as required. Coordinate with local gas utility company. Gas piping exposed on exterior of building shall be primed and painted with (2) coats of Rustoleum paint or equal. Piping on roof shall be supported on pre-manufactured piping supports as noted and detailed on drawings or treated redwood blocking if not noted otherwise.

NOTE: Contractor may substitute polyethylene piping in lieu of coated black steel for the underground piping, if allowed by local code officials. Piping installation shall conform to all code requirements and include necessary tracer wire (18 ga. copper), and steel pipe risers.

1.07 Pipe Hangers and Supports: Provide pipe hangers and supports designed to carry the load with a safety factor of 5 or larger. Hangers oversized to fit pipe and insulation on insulated lines. Copper hangers shall be used for support of copper piping,

Hangers of malleable iron split ring, clevis, or roller type.

Rods and adjustable turnbuckles suspended from inserts or supporting members in construction for overhead suspension. Heavy welded steel brackets for wall suspension. Furnish and install hangers, rollers, insulation saddles, stands, anchor chairs and all required attachments. Wall supports bolt through wall with suitable back plate on back side of wall.

Pipe Hanger Spacing:

5'-0" for cast iron soil pipe, ABS & PVC plastic pipe.
8'-0" for copper, iron and steel piping up to 1" size.
10'-0" for copper, iron and steel piping above 1" size.

1.08 Exterior Piping and Equipment Supports: Field fabricated steel framing for support of mechanical equipment, piping, and duct systems shall be reviewed by a licensed Structural Engineer. A detailed shop drawing indicating the proposed design of the support framing system shall be submitted for structural engineer's review prior to installation.

1.09 Valves & Cocks:

A. General: All valves of a given type shall be of one manufacturer. Provide all valves where required for operation, service and maintenance of systems and equipment. 150 PSIG working pressure or for pressure and service specified herein. All valves shall be of a suitable type for intended service.

Sweat joints valves in copper piping. Protect valves from heat during installation. All valves in insulated piping system will be installed with operating handles above insulation through use of extension stems, extended necks, or rising stems.

B. Valve Connection:
1. Thread pipe sizes 2" and smaller
2. Flange pipe sizes 2.1" and larger
3. Solder for copper tubing

C. Ball Valves: Bronze, swing-away design, full port, chrome plated bronze ball with teflon seats, 125 SWP, 400 WOG screwed or soldered ends.

D. Plug Valves: Bronze, compression stop with nipple and cap or hose thread.

1.10 Piping Specialties:

A. Circuit Setter: Ball & Gossett Series CB venturi type calibrated balance valve to measure flow of chilled water with minimal water pressure drop. Bronze body construction with gauge ports. Adjusting valve with calibrated scale and indicator and memory stops. Pre-formed molded insulated covers to permit access for balance and measurement.

B. Shock Absorbers: Provide PDI WH-201 approved shock absorbers at all equipment subject to water hammer.

1.11 Piping Installation: Evenly spaced - run harmoniously with the building walls and ceilings. Installed in the desired location as indicated on drawings. Certain branch piping may be rerouted, providing rerouting does not alter intended design. Installed in strict accordance with best piping practice. Piping not sized on drawings shall be sized by the Engineer.

Provide unions and isolation valves at all equipment to facilitate removal. Install gas piping in open or ventilated areas. Use non-conducting fittings where joining dissimilar metals. Slope all drainage piping 1/4" per foot (1/8" per foot for DWV piping 4" and larger). Arrange piping in a manner to allow for expansion and contraction. Thoroughly clean before installing - no sand, dirt, fillings, etc.

PUMPS 15140

1.01 Work included: Installation of pumps and accessories

1.02 Submittals:

A. Product Data: Submit product data for the following, as specified under Section 15010.

1. Pumps and Accessories

1.03 Acceptable Manufacturers:

A. Domestic Hot Water Circulating Pumps
1. Ball & Gossett
2. Armstrong
3. Grundfos
4. Taco

1.04 Domestic Hot Water Recirculating Pump:

See schedule on the drawings.

The Contractor shall furnish and install In-The-Line pumps as illustrated on the plans and in accordance with the following specifications:

1. The pumps shall be of the horizontal, permanently lubricated Specifically designed and guaranteed for quiet operation. Suitable for 125# (862 kPa) working pressure.

2.The pumps shall have a ground and polished steel shaft with a hardened integral thrust collar. The shaft shall be supported by two grease lubricated ball bearing design The pumps are to be equipped with a mechanical seal with carbon seal face rotating against a ceramic seal. The motor shall be non-overloading at any point on pump curve.

3. The motor shall be of the drip-proof, are ball bearing quiet operating, rubber-mounted construction. Motors shall have built-in thermal-overload protectors. Exception - PD models with 3-phase motors, see paragraph 4.

4. For PD models with 3-phase motors, add the following: The Contractor shall furnish and install a magnetic starter for each booster pump with at least two thermal overload protectors. The starter shall be equipped with manual reset buttons.

All line voltage wiring and disconnect switch by the Electrical Contractor.

1.05 Installation:

A. Install units as shown on drawings. Coordinate installation with Electrical and General Contractors.

B. Equipment shall be installed per manufacturer's installation instructions and shall accommodate minimum clearance and service requirements.

C. Ensure pumps operate at specified system fluid temperatures without vapor binding and cavitation, are non-overloading in parallel or individual operation, and operate within 25% of midpoint of published maximum efficiency curve.

INSULATION 15250

1.01 Work Included: All piping and duct system insulation and acoustical liner.

1.02 Acceptable Manufacturers:

A. Fiberglass Insulation
1. Owens Corning
2. Johns-Manville
3. Knauf
4. Certainteed

B. Foamed Plastic Insulation
1. Armstrong Armaflex
2. Rubatex

1.03 Domestic Cold Water and Hot Water Piping: Insulate all domestic cold water and hot water piping with fiberglass SSK-11 ASJ pipe insulation with self-sealing lap.

All insulation shall be continuous through wall and ceiling openings and sleeves. Insulation on all cold surfaces where vapor barrier jackets are used, will be applied with a continuous, unbroken vapor seal. Hangers, supports, anchors, etc., which are secured directly to cold surfaces must be adequately insulated and vapor-sealed to prevent condensation. Crushing of insulation at hangers is not permitted and will require pipe saddles or high-density foam glass inserts. Pipe saddles shall be insulated as required to provide a continuous unbroken insulation of pipe as specified for the piping being supported. Specified adhesives mastics and coatings shall be applied at the manufacturer's recommended minimum coverage per gallon.

Fittings: All fittings, valves, and flanges, shall be covered with PVC pre-molded one-piece fitting covers utilizing factory supplied hi-lo temperature insulation insert. Insulation insert shall be applied to the fitting with ends of insert tucked snugly into throat of fitting and edges adjacent to pipe. No gaps shall occur between fitting insulation and pipe insulation. Secure PVC pre-molded cover to insulated fitting by stapling and taping edges of cover with Zeston color matching Z-tape. Rainleaders and cold water systems, fittings, valves, flanges, PVC pre-molded fitting cover shall be secured with Zeston Vapor Barrier Adhesive or Equal (Fosters 85-20). Circumferential edges of cover shall be wrapped with Zeston color matching Z-tape. The tape shall extend over adjacent pipe insulation and overlap itself at least 2" on the downward side.

Preparation: All testing of piping shall be completed, and all leaks repaired prior to application of insulation.

Installation: All insulation shall have composite (insulation, jacket or facing, and adhesive used to adhere the facing or jacket to the insulation) fire and smoke hazard ratings as tested by procedure ASTM E-84, NFPA 255 and Underwriters' Laboratories, Inc. Standard #723, not to exceed:

Flame Spread 25
Smoke Developed 50
Fuel Contributed 50

Accessories, such as adhesives, mastics, cements, tapes, and glass cloth for fitting shall have the same component ratings as listed above. All products or their shipping cartons shall bear a label indicating flame and smoke ratings in compliance with the listed ratings maximum. Any treatment of jackets or facings to impart flame and smoke-safety shall be permanent. The use of water-soluble treatments is prohibited. The Insulation Contractor shall certify, in writing, prior to installation, that all products to be used will meet the above criteria.

Edges of insulation and butt joints shall be taped with joint sealing tape. The vapor barrier for cold or dual temperature equipment and piping shall be secure at all times; no staples shall be used to close or secure jacket in these systems.

Adhesives, Sealers, Facings, and Vapor Barrier Coatings shall be compatible with materials to which applied, and shall not corrode, soften, or otherwise attack the pipe or insulation materials in either the wet or dry state. Use only adhesives, sealers, facings, and vapor barrier coatings recommended by the approval manufacturers of insulation materials.

Thickness	System
1"	Domestic Hot Water (up to 1-1/4")
1-1/2"	Domestic Hot Water (1-1/2" and up)
1/2"	Domestic Cold Water(up to 1-1/4")
1"	Domestic Cold Water(1-1/2" and up)

PLUMBING SYSTEM COMPONENTS/PLUMBING FIXTURES 15400

1.01 Work Included: Installation of all plumbing system components including plumbing fixtures and trim.

1.02 Acceptable Manufacturers:

A. Gas-Fired Hot Water Heater
1. Lochinvar
2. State
3. A.O. Smith

1.03 Submittals: Submit shop drawings on plumbing fixtures, faucets, trim, and water heaters.

1.04 Plumbing Installation: Provide traps at all fixture waste connections. Provide stops at all individual plumbing fixtures and equipment. All exposed stops, wall escutcheons, and supplies shall be chrome plated. Install chrome plated escutcheons at all piping penetrations to finished materials. Install additional wall support framing for all wall hung fixtures (where carriers are not provided). Install offset P-traps from handicapped lavatories and sinks back at wall to allow maximum clearance for wheelchair access. Countertop handicapped sinks shall be supplied with rear center drain connection. Securely anchor all flush valves behind or within walls to be absolutely rigid and not subject to movement due to push or pull action of valve. All vitreous china fixtures shall be standard white color.

Certain fixtures installed for handicapped access may have different rough-in requirements. See the drawings for locations and mounting heights. All fixtures and accessories designated as handicapped shall conform to the Americans With Disabilities Act.

1.06 Gas-Fired Hot Water Heater:

Gas-fired, tankless, condensing, wall-mounted water heater(s) shall be direct vent NPE-2 Series models as manufactured by Navien, Inc. and are certified by CSA Group to the latest edition of ANSI Standard Z21.10.3-CSA 4.3. Water heater(s) shall have a 15-year limited Heat Exchanger warranty and 5(3)-year limited Parts warranty (8(5)-year Heat Exchanger and 5(3)-year Parts for Commercial use) per Navien Limited Warranty. Unit(s) shall be designed to burn natural gas and can be for use with propane when a Gas Conversion Kit is installed. Bi(qty). Water heater(s) shall be vented with 2" Schedule 40/80 PVC/CPVC, approved polypropylene and stainless steel vent pipe at a distance not to exceed 75' (or equivalent) with each elbow equal to 8' of pipe length or 3" Schedule 40/80 PVC/CPVC, approved polypropylene and stainless steel vent pipe at a distance of 150' (or equivalent) with each elbow equal to 3' of pipe length. Water heater(s) shall have a 150 PSI working maximum and a 300 PSI test pressure. Gas supply pressure shall be 3.5" to 10.5" WC.Unit(s) shall have a steel case, dual stainless steel heat exchangers, eco premixed burner, negative pressure gas valve, dual venturi, 3/4" inlet gas connection, 3/4" brass inlet/outlet water connections, water holding capacity of 0.6 gallons for the 1.2 gallons for the NPE-210A2/NPE-240A2 models, and a condensate collector. Unit(s) shall include features such as an adjustment for installations at high elevation, temperature lockout, 120-140°F in 1°F intervals. The water heater(s) shall be controlled by an internal circuit board that monitors the inlet and outlet temperatures with installed thermistors, sensing and controlling flow rate to set point temperature with air-fuel ratio controls in order to maintain thermal combustion efficiency. Unit(s) shall include safety features such as flame sensor system, high limit sensors, overheat prevention device, freeze protection mode, and fan motor rotation detector. Multi-system (cascade) applications that require 2 to 32 units shall be installed by connecting the units using cable only connections (Ready Link). The water heater(s) exceeds the energy efficiency requirements of ASHRAE 90.1-2010 and is listed by SCAQMD Rule 1146.2 (Type 1) as compliant with Rule 1146.2 (Type 1) for Ultra Low NOx requirements of 14 ng/J or 20 ppm @ 3% O2.

WATER HEATER SCHEDULE

ICE

MARK	TYPE	STOR. CAP. GALLONS	RECOVERY G.P.H. (G.P.M.)	DEG. RISE	GAS				ELECTRIC			EXP. TANK	MODEL
					INPUT MBH	VENT DIA.	INTAKE DIA.	BURNER HP	BURNER AMPS	NO. OF ELEMENTS	ELEMENT KW	VOLTAGE		
WH-1	TANKLESS	—	(4.0)	97°F	199.9	3"	3"	—	—	—	—	120V	—	NPE-240S2
WH-2	TANKLESS	—	(4.0)	97°F	199.9	3"	3"	—	—	—	—	120V	—	NPE-240S2
WH-3	TANKLESS	—	(4.0)	97°F	199.9	3"	3"	—	—	—	—	120V	—	NPE-240S2
WH-4	TANKLESS	—	(4.0)	97°F	199.9	3"	3"	—	—	—	—	120V	—	NPE-240S2
WH-5	TANKLESS	—	(4.0)	97°F	199.9	3"	3"	—	—	—	—	120V	—	NPE-240S2
WH-6	TANKLESS	—	(4.0)	97°F	199.9	3"	3"	—	—	—	—	120V	—	NPE-240S2
WH-7	TANKLESS	—	(4.0)	97°F	199.9	3"	3"	—	—	—	—	120V	—	NPE-240S2
WH-8	TANKLESS	—	(4.0)	97°F	199.9	3"	3"	—	—	—	—	120V	—	NPE-240S2

NOTES:
1. WATER HEATER SELECTIONS ARE BASED ON NAVIEN TANKLESS WATER HEATERS SERIES NPE-2
2. WATER HEATERS ARE TO BE MOUNTED WITH NAVIEN READY-LINK RACK V3 IN 8 UNIT CONFIGURATION, 4 AND 4 UNIT BACK-TO-BACK MANIFOLD.
3. DISCHARGE TEMPS SET TO 140°F

PUMP SCHEDULE

ICE

MARK	MANUF.	MODEL	SERVICE	TYPE	GPM	HEAD (FT)	EFFICIENCY	MOTOR ELECT.	MOTOR HP (W)	MOTOR RPM	NOTES
WHP-1	B&G	PDB-40T	HOT WATER	INLINE	32	30	—	480V/3Ø	1.5	1,750	—

NOTES:
1. PUMP SELECTIONS ARE BASED ON BELL & GOSSETT BRONZE BOOSTER PUMP FOR USE WITH POTABLE WATER
2. PROVIDE PUMP WITH AQUASTAT CONNECTED TO STORAGE TANKS FOR OPERATION.

STORAGE TANK SCHEDULE

ICE

MARK	MANUFACTURER	MODEL NUMBER	SERVICE	VOLUME (GAL.)	DIMENSIONS DIAMETER	DIMENSIONS HEIGHT	OPERATING WEIGHT	NOTES
ST-1	A.O. SMITH	TJV-200	HOT WATER	200	36"	83"	2,278	—
ST-2	A.O. SMITH	TJV-200	HOT WATER	200	36"	83"	2,278	—

NOTES:
1. STORAGE TANK SELECTION BASED ON A.O. SMITH INSULATED STORAGE TANKS.

EXPANSION TANK SCHEDULE

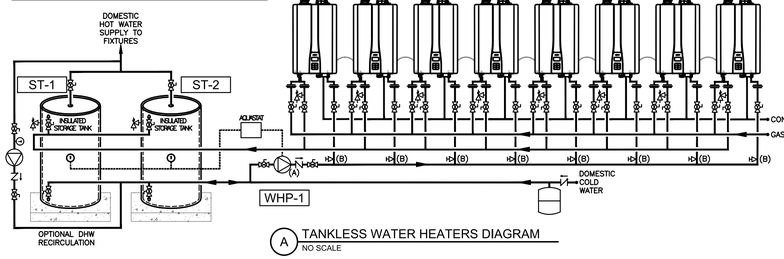
ICE

MARK	MANUFACTURER	MODEL NUMBER	SERVICE	GALLON VOLUME TANK	GALLON VOLUME ACCEPTANCE	DIMENSIONS DIAMETER	DIMENSIONS HEIGHT	WEIGHT (LBS)	ASSOCIATED AIR SEPARATOR	NOTES
ET-1	AMTROL	ST-80VC	HOT WATER	53	35	24	37	224	—	—

NOTES:
1. EXPANSION TANK SELECTION BASED ON AMTROL DIAPHRAGM THERMAL EXPANSION TANK

(A) TANKLESS CIRCULATOR (BRONZE OR SS) SELECTED CIRCULATOR SHALL BE 32 GPM MAXIMUM (8 TANKLESS, 4 PER TANKLESS) @ 23' TOTAL HEAD (10 PSI) + PIPE, VALVES, FITTINGS & TANK.

(B) INSTALL CIRCUIT SETTERS TO MAINTAIN FLOW INTO UNITS @ 4 GPM MAXIMUM.



A TANKLESS WATER HEATERS DIAGRAM
NO SCALE

MECHANICAL LEGEND

ICE

(NOT ALL SYMBOLS LISTED BELOW ARE BEING USED IN THIS SET OF MECHANICAL DRAWINGS)

SYMBOL	ABBR	DESCRIPTION
HVAC:		
		DIFFUSER
	RAG	RETURN AIR GRILLE
		HATCH INDICATES BLANKED SECTION
		NEW DUCTWORK
		EXISTING DUCTWORK
		EXISTING DUCTWORK TO BE REMOVED
		SUPPLY DUCT UP
		ROUND DUCT UP
		SUPPLY DUCT DOWN
		RETURN OR EXHAUST DUCT UP
		RETURN OR EXHAUST DUCT DOWN
		ROUND DUCT DOWN
		RECTANGULAR VANED ELBOW
		ROUND ELBOW
		MITERED ROUND ELBOW
		CONCENTRIC TRANSITION
		ECCENTRIC TRANSITION
		SQUARE TO ROUND TRANSITION
		DUCT DROP/RISE IN DIRECTION OF ARROW
		45° TAKEOFF FITTING
		45° TAKEOFF FITTING WITH MANUAL VOLUME DAMPER
2	MVD	MANUAL VOLUME DAMPER WITH LOCKING QUADRANT
M	MD	MOTORIZED DAMPER
FD	FD	FIRE DAMPER
FS	FS	COMBINATION FIRE/SMOKE DAMPER

SYMBOL	ABBR	DESCRIPTION
PIPING:		
	CW	DOMESTIC COLD WATER
	HW	DOMESTIC HOT WATER
140°	140°	DOMESTIC 140° HOT WATER
	HWC	DOMESTIC HOT WATER CIRCULATING
	SAN	SANITARY WASTE ABOVE FLOOR
	SAN	SANITARY WASTE BELOW FLOOR
	V	SANITARY VENT
	RD	ROOF DRAIN
	RD	ROOF DRAIN BELOW FLOOR
	ORD	ROOF OVERFLOW
	FP	FIRE PROTECTION
G	G	NATURAL GAS
CWS	CWS	CHILLED WATER SUPPLY
CWR	CWR	CHILLED WATER RETURN
HWS	HWS	HEATING WATER SUPPLY
HWR	HWR	HEATING WATER RETURN
D	D	CONDENSATE DRAIN
GW	GW	GREASE WASTE
RL	RL	REFRIGERANT LIQUID
RS	RS	REFRIGERANT SUCTION
RHG	RHG	REFRIGERANT HOT GAS
S	S	STEAM SUPPLY (10 PSI)
CR	CR	CONDENSATE RETURN
A	A	COMPRESSED AIR
		ELBOW UP
G		ELBOW DOWN
		TEE UP
		TEE DOWN
		PIPE CAP OR PLUG

SYMBOL	ABBR	DESCRIPTION
PLUMBING EQUIP.		
		SHUT-OFF VALVE (GATE VALVE NOT ALLOWED)
		BALL VALVE
		BUTTERFLY VALVE
		BALANCING VALVE
		CHECK VALVE
		STRAINER
		GAS COCK
		PIPING UNION
		PIPE REDUCER
		VALVE IN RISER
	HB	HOSE BIBB
	WH	WALL HYDRANT
	FPWH	FREEZE PROOF WALL HYDRANT
	RD	ROOF DRAIN
	ORD	OVERFLOW ROOF DRAIN
	AD	AREA DRAIN
	BD	BOILER DRAIN
	FD	FLOOR DRAIN
	WCO	WALL CLEANOUT
	FCO	FLOOR CLEANOUT
	FS	FLOOR SINK
	VTR	VENT THRU ROOF
D M3.1		ENLARGED PLAN CALLOUT

SYMBOLS:	ABBR	DESCRIPTION
P1.1	P1.1	PLUMBING FIXTURE NUMBER
F-1	F-1	EQUIPMENT DESIGNATION
1		SHEET NOTE
	POC	POINT OF CONN. (CONN. NEW TO EXISTING)
	DN	DOWN
	TOD	TOP OF DUCT (ABOVE FIN. FLOOR)
	BOP	BOTTOM OF PIPE
	NTS	NOT TO SCALE
	A.F.F.	ABOVE FINISHED FLOOR
	C.A.	COMBUSTION AIR
	O.A.	OUTSIDE AIR
	E.A.	EXHAUST AIR
	S.A.	SUPPLY AIR
	R.A.	RETURN AIR
	R.A.G.	RETURN AIR GRILLE
	T.A.G.	TRANSFER AIR GRILLE
	O.B.D.	OPPOSED BLADE DAMPER
	W.P.L.	WEATHER PROOF LOUVER
	G.C.	GENERAL CONTRACTOR
	M.C.	MECHANICAL CONTRACTOR
	P.C.	PLUMBING CONTRACTOR
	E.C.	ELECTRICAL CONTRACTOR
T		THERMOSTAT/SENSOR
H		HUMIDISTAT/SENSOR
S		SENSOR
	F.P.C.	FIRE PROTECTION CONTRACTOR
	T.C.C.	TEMPERATURE CONTROLS CONTRACTOR

PLUMBING GENERAL NOTES

ICE

1. PLANS ARE SCHEMATIC IN NATURE. LAYOUT IS BASED ON BEST AVAILABLE INFORMATION. PRIOR TO SUBMITTING BID CONTRACTOR SHALL VISIT JOB SITE AND BECOME FULLY ACQUAINTED WITH EXISTING CONDITIONS OF PROJECT. NOTIFY ARCHITECT, CONSTRUCTION MANAGER, ENGINEER AND/OR OWNER OF CONFLICTS OR DISCREPANCIES PRIOR TO SUBMISSION OF BID.
2. COORDINATE INSTALLATION OF PLUMBING SYSTEMS WITH OTHER TRADES TO ENSURE NEAT AND ORDERLY INSTALLATION.
3. FIELD MEASURE FINAL PIPING LOCATIONS PRIOR TO FABRICATION AND MAKE ADJUSTMENTS AS REQUIRED. MAINTAIN MANUFACTURER'S RECOMMENDATIONS REGARDING SERVICE CLEARANCE AND PROPER AIRFLOW CLEARANCE AROUND EQUIPMENT.
4. COORDINATE ROUTING OF PLUMBING AND FIRE PROTECTION PIPING WITH DUCTWORK, LIGHTS, ARCHITECTURAL CEILING AND STRUCTURAL ELEMENTS. PIPING SHALL RISE AND DROP, JOG OR OFFSET AS REQUIRED TO AVOID CONFLICTS. DUCTWORK SHALL TAKE PRECEDENCE OVER ALL PIPING, INCLUDING FIRE SPRINKLER PIPING EXCEPT WHERE GRADE MUST BE MAINTAINED FOR DRAINAGE. PROVIDE ADDITIONAL MANUAL AIR VENTS FOR PIPING WHERE REQUIRED FOR PIPING TO OFFSET. FIRE PROTECTION CONTRACTOR SHALL PROVIDE ADDITIONAL DRAINS AS REQUIRED TO DRAIN SYSTEM.
5. NO PIPING SHALL PENETRATE STRUCTURAL MEMBERS.
6. WALL CLEANOUT AND ACCESS DOORS SHALL MATCH ADJACENT SURFACES.
7. MAINTAIN MINIMUM 10'-0" CLEARANCE BETWEEN OUTSIDE AIR INTAKES AND EXHAUST/VENT TERMINATIONS.
8. DO NOT ROUTE PIPING ABOVE ELECTRICAL PANELS OR ELECTRICAL GEAR. COORDINATE ROUTING WITH OTHER TRADES.
9. ALL WALL CAPS SHALL BE PAINTED TO MATCH WALL. ROOF CAPS AND VENTS SHALL BE PAINTED, COLOR SELECTED BY ARCHITECT.
10. PROVIDE WCO AT BASE OF ALL WASTE STACKS INCLUDING LAVATORIES AND SINKS.
11. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS FOR ROUTING AND CONNECTION OF SANITARY SEWER / WATER / GAS SERVICES. COORDINATE WITH LOCAL UTILITIES AND AUTHORITIES WHERE REQUIRED.
12. REFER TO PLUMBING FIXTURE SCHEDULE FOR PIPING RUNOUT SIZES TO INDIVIDUAL PLUMBING FIXTURES.
13. CONTRACTOR SHALL VERIFY ALL CONNECTION REQUIREMENTS TO EQUIPMENT PROVIDED BY OTHERS WITH ACTUAL EQUIPMENT PROVIDED ON SITE.

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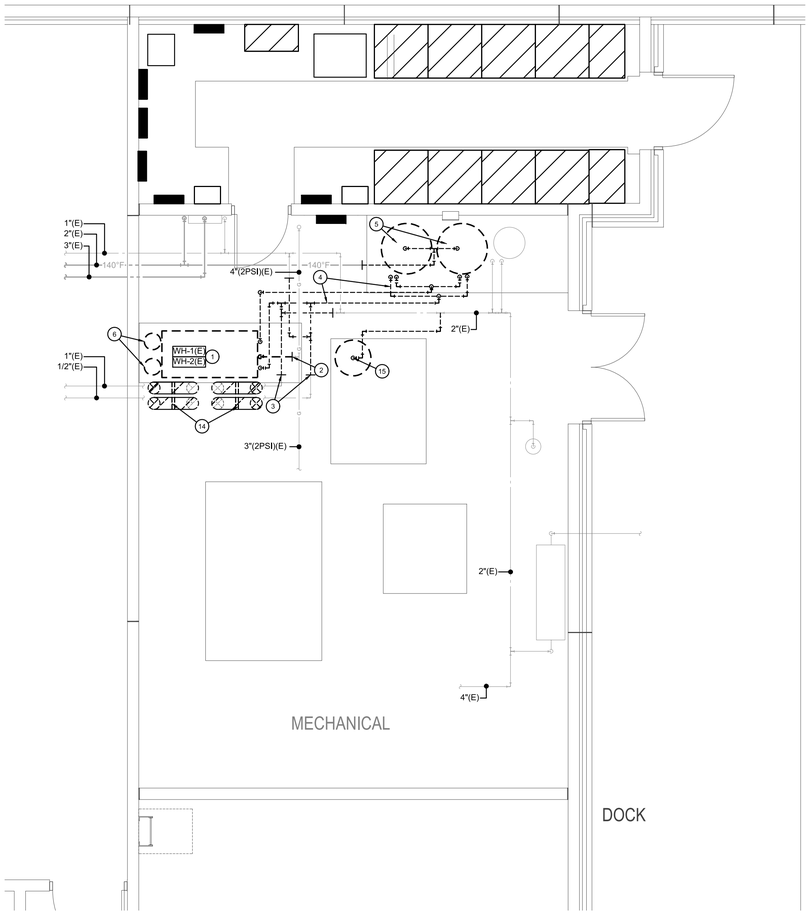
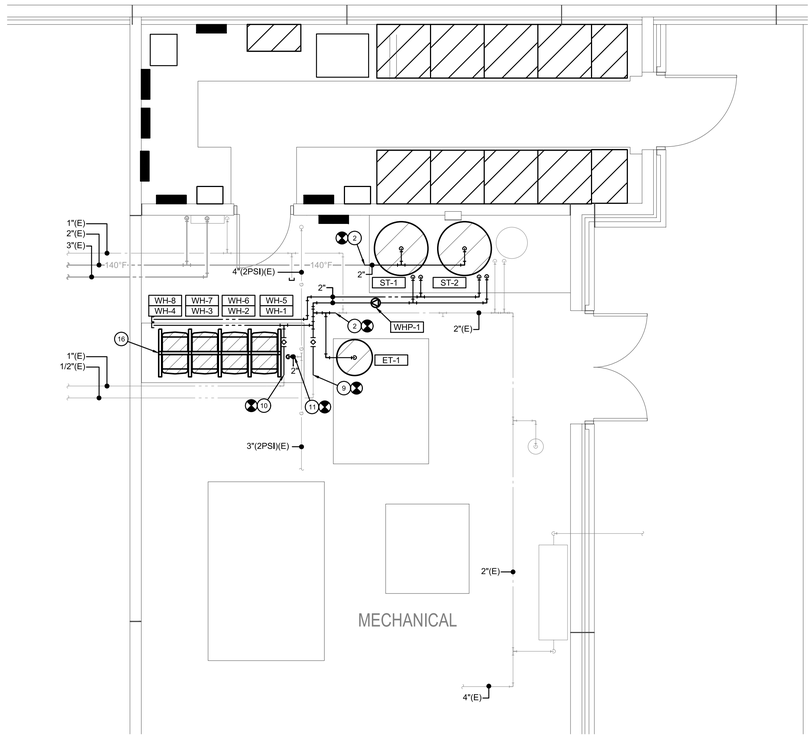
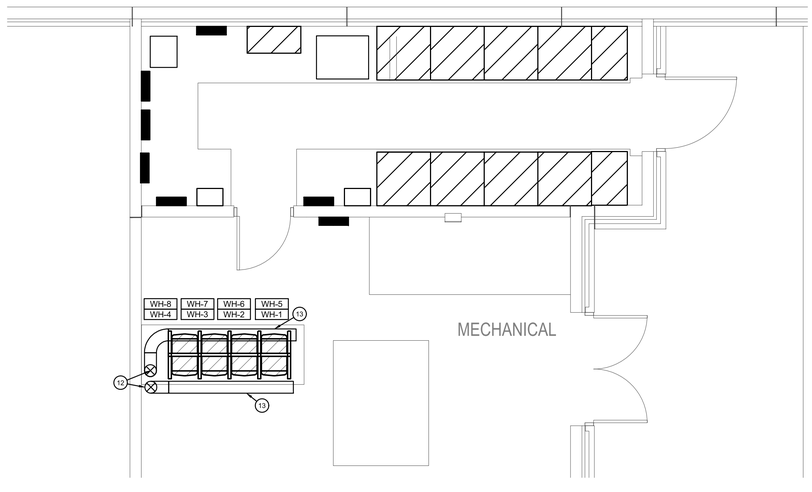


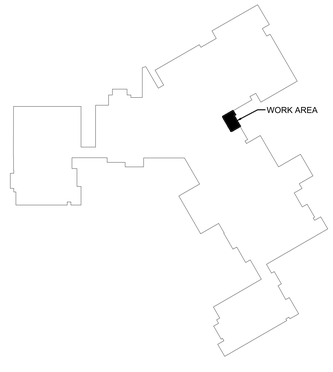
A DEMOLITION PLAN
0 2' 4' 8'
SCALE: 1/4" = 1'-0"
NORTH



B PLUMBING PLAN
0 2' 4' 8'
SCALE: 1/4" = 1'-0"
NORTH



C MECH PLAN
0 2' 4' 8'
SCALE: 1/4" = 1'-0"
NORTH



KEY PLAN
NO SCALE
NORTH

PLAN NOTES:

1. REMOVE EXISTING STACKED BOILERS AND ALL ASSOCIATED PIPING, VENTING, PUMPS, AND SUPPORTS. FIELD VERIFY EXISTING CONDITIONS AND PREPARE SPACE FOR INSTALLATION OF NEW WATER HEATER SYSTEM.
2. REMOVE EXISTING GAS PIPING AND REGULATOR BACK TO 2PSI GAS MAIN. PREPARE REMAINING GAS PIPING FOR INSTALLATION OF NEW WATER HEATERS.
3. REMOVE EXISTING HOT WATER RECIRCULATION PIPING AS SHOWN. MAINTAIN EXISTING PUMP AND ASSOCIATED PIPING ACCESSORIES FOR USE WITH NEW WORK.
4. REMOVE ALL HOT WATER PIPING LOCATED BETWEEN BOILER AND WATER STORAGE TANKS.
5. REMOVE EXISTING HOT WATER STORAGE TANKS AND ASSOCIATED PIPING. PREPARE SPACE FOR INSTALLATION OF NEW STORAGE TANKS.
6. REMOVE EXISTING BOILER PUMPS.
7. EXTEND 2" HOT WATER PIPING TO EXISTING HOT WATER PIPING AND CONNECT.
8. EXTEND 2" CW PIPING TO EXISTING PIPING AND CONNECT.
9. EXTEND 1/2" HWR TO EXISTING HWR PIPING AND CONNECT.
10. EXTEND 1" HWR TO EXISTING HWR PIPING AND CONNECT.
11. EXTEND 2" GAS PIPING TO EXISTING GAS MAIN AND CONNECT. PROVIDE WITH 2PSI GAS REGULATOR.
12. EXTEND COMMON COMBUSTION VENT AND INTAKE PIPING UP THROUGH ROOF AND TERMINATE PER MANUFACTURERS RECOMMENDATIONS. UTILIZE EXISTING PENETRATIONS THROUGH ROOF AND MAINTAIN PROPER CLEARANCES AS SHOWN IN THE INSTALLATION INSTRUCTIONS.
13. INSTALL COMMON VENT SYSTEM FOR VENT AND INTAKE AIR PER MANUFACTURES INSTALLATION INSTRUCTIONS.
14. REMOVE EXISTING COMBUSTION AIR VENT AND INTAKE. MAINTAIN ROOF PENETRATIONS AS REQUIRED (2) FOR NEW WORK. UNUSED ROOF PENETRATIONS (2) TO BE PATCHED AND SEALED TO MATCH SURROUNDING ROOF CONDITIONS.
15. REMOVE EXISTING DOMESTIC HOT WATER EXPANSION TANK AND ASSOCIATED PIPING BACK TO MAIN AND CAP. PREPARE SPACE FOR INSTALLATION OF NEW WORK.
16. INSTALL WATER HEATERS IN A CASCADING FORMAT AS LAID OUT IN MANUFACTURES INSTALLATION INSTRUCTIONS AND TANKLESS WATER HEATER DIAGRAM SHOWN ON SHEET MP1.1. CONTRACTOR RESPONSIBLE FOR ALL VALVING AND ACCESSORIES REQUIRED FOR INSTALLATION.

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ISSUE:
NO. DATE DESCRIPTION
03/04/26 BIDDING SET

SHEET TITLE:
MECHANICAL AND PLUMBING PLANS

DATE:
MARCH 4, 2026

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EQUIPMENT CONNECTION SCHEDULE

ICE

	UNIT DESIG.	LOAD 120/60/1	LOAD 208/60/1	LOAD 208/60/3	LOAD 480/60/3	LOAD H.P.	LOAD FLA	LOAD MCA	PANEL DEVICE RATING (AMPS/POLE) 15/3	20/1	30/2	30/3	40/1	40/2	40/3	50/1	50/2	50/3	DISCONNECTING DEVICE AT UNIT (AMPS/POLE) FUSTAT	30/1	30/2	30/3	60/1	60/2	60/3	SIZE FUSE	NEMA/SR	STARTER (SIZE/POLE) 0/3	1/3	2/3	IN MCC	AT UNIT	NEMA/SR	CIRCUIT NUMBER	FEEDER IDENT.
1	WH-1	●					2			●										T														L1F1-36	20,2
1	WH-2	●					2			●										T														L1F1-36	20,2
1	WH-3	●					2			●										T														L1F1-38	20,2
1	WH-4	●					2			●										T														L1F1-38	20,2
1	WH-5	●					2			●										T														L1F1-40	20,2
1	WH-6	●					2			●										T														L1F1-40	20,2
1	WH-7	●					2			●										T														L1F1-42	20,2
1	WH-8	●					2			●										T														L1F1-42	20,2
2 3	WHP-8				●		1.5			●											SW						X		●					DPHF-31	20,3

SCH. CODE
SW=DISC. SW
CB=CIR.BKR.
T=TOGGLE SW.

EQUIPMENT CONNECTION SCHEDULE NOTES

ICE

GENERAL NOTES:

a. ALL CONNECTIONS AND ELECTRICAL EQUIPMENT LISTED IN THIS SCHEDULE SHALL BE PROVIDED AND INSTALLED BY THE ELECTRICAL CONTRACTOR

b. REFER TO THE MECHANICAL DRAWINGS AND SPECIFICATIONS FOR THE REQUIREMENTS ASSOCIATED WITH WIRING AND CONNECTIONS OF INTERLOCKING, THERMOSTAT LOCATIONS, EXHAUST FAN CONTROL SWITCHES AND OTHER CONTROLS OF MECHANICAL EQUIPMENT.

SCHEDULE NOTES:

1. PROVIDE NEW 20A/1P CIRCUIT BREAKER IN EXISTING PANEL AS REQUIRED.
2. PROVIDE COMBINATION MOTOR STARTER WITH HOA SWITCH AS REQUIRED.
3. PROVIDE NEW 15A/3P CIRCUIT BREAKER IN EXISTING PANEL AS REQUIRED.

CU FEEDER SCHEDULE

ICE

FEEDER IDENT.	CONDUCTORS SETS	CONDUCTORS QUANT. PER SET	CONDUCTORS SIZE	GROUND SIZE PER SET	ISOLATED GRD. SIZE PER SET	CONDUIT SIZE PER SET
20.X	1	SEE NOTE 'b'	#12	#12	----	1/2"
30.X	1	SEE NOTE 'b'	#10	#10	----	1/2"
40.X	1	SEE NOTE 'b'	#8	#10	----	3/4"
50.X	1	SEE NOTE 'b'	#6	#10	----	1"
60.X	1	SEE NOTE 'b'	#4	#10	----	1 1/4"
70.X	1	SEE NOTE 'b'	#4	#8	----	1 1/4"
80.X	1	SEE NOTE 'b'	#3	#8	----	1 1/4"
90.X	1	SEE NOTE 'b'	#2	#8	----	1 1/4"
100.X	1	SEE NOTE 'b'	#1	#8	----	1 1/2"
150.X	1	SEE NOTE 'b'	#1/0	#6	----	2"
200.X	1	SEE NOTE 'b'	#3/0	#6	----	2"
225.X	1	SEE NOTE 'b'	#4/0	#4	----	2-1/2"
250.X	1	SEE NOTE 'b'	#250 KCMIL	#4	----	2-1/2"
300.X	1	SEE NOTE 'b'	#350 KCMIL	#4	----	3"
400.X	1	SEE NOTE 'b'	#600 KCMIL	#3	----	4"
450.X	2	SEE NOTE 'b'	#4/0	#2	----	2-1/2"
500.X	2	SEE NOTE 'b'	#250 KCMIL	#2	----	2-1/2"
600.X	2	SEE NOTE 'b'	#350 KCMIL	#1	----	3"
800.X	2	SEE NOTE 'b'	#600 KCMIL	#1/0	----	4"
1200.X	4	SEE NOTE 'b'	#350 KCMIL	#3/0	----	3"
1600.X	5	SEE NOTE 'b'	#400 KCMIL	#4/0	----	3-1/2"
2000.X	6	SEE NOTE 'b'	#400 KCMIL	#250	----	3-1/2"
2500.X	7	SEE NOTE 'b'	#500 KCMIL	#350	----	4"

FEEDER SCHEDULE NOTES:

a. THIS PROJECT MAY NOT REQUIRE ALL FEEDER TYPES LISTED IN THIS SCHEDULE.

b. THE NUMBER OF CONDUCTORS WILL BE BASED ON THE FOLLOWING NOTATION AT THE END OF EACH FEEDER TAG:

EXAMPLE: XXXX.X
AMPACITY

- XXXX.XS: INDICATES THE SERVICE FEEDER SIZE, AND NUMBER OF CONDUCTORS. NO GROUND SHALL BE REQUIRED FOR SERVICE FEEDERS.
- XXXX.2: INDICATES (2) HOT CONDUCTORS (OR 1 HOT + 1 NEUTRAL) FOR SINGLE PHASE CONNECTIONS
- XXXX.3: INDICATES (3) HOT CONDUCTORS FOR THREE PHASE CONNECTIONS,(OR 2 HOT +1 NEUTRAL) FOR SINGLE PHASE CONNECTIONS
- XXXX.4: INDICATES (3) HOT CONDUCTORS & (1) NEUTRAL CONDUCTOR, FOR THREE PHASE CONNECTIONS

SYMBOL LIST

ICE

SYMBOL	DESCRIPTION	MOUNTING
A	LED FIXTURE & FIXTURE LETTER	CEILING
A	LED FIXTURE & FIXTURE LETTER	CEILING
A A	LED FIXT. & FIXT. LETTER	SURF./RECESSED
A	LED FIXTURE & FIXT. LETTER	WALLBRACKET
	EXIT FIXT. - SHADING DENOTES FACE(S)	CEIL./WALL
E	EMERGENCY LIGHT	CEIL./WALL
	GFCI DUPLEX GROUNDED RECEPTACLE	1'-6" AFF
	DUPLEX GROUNDED RECEPTACLE	1'-6" AFF
	EXTERIOR GFCI RECEPT. WEATHERPROOF	1'-6" AFF
	DOUBLE DUPLEX RECEPTACLE	1'-6" AFF
	SPECIAL OUTLET, SEE SCHEDULE OR AS NOTED	
	OCCUPANCY SENSOR, SEE SCHEDULE OR AS NOTED	
	PHONE/DATA OUTLET	1'-6" AFF
	DATA OUTLET	1'-6" AFF
	CATV OUTLET	1'-6" AFF
	SWITCHED RECEPTACLE	1'-6" AFF
W	TELEPHONE OUTLET (W= 44")	1'-6" AFF
$ $3 $4 $D $K $P	SWITCHES (1-POLE,3-WAY,4-WAY,DIMMER,KEY,PILOT)	4'-0" TO TOP
	PUSH BUTTON	
J	JUNCTION BOX	
A	BRANCH CIRCUIT PANEL & PANEL DESIG.	6'-6"TO TOP
30/3/240	H.D. SAFETY SWITCH (AMPS,POLE,VOLTAGE)	6'-6"TO TOP
0/3/240	STARTER (SIZE,POLE,VOLTAGE)	6'-6"TO TOP
X	PLAN NOTE	
	MOTOR	
	CONDUIT RUN W/ CONDUCTORS SEE NOTE #7	CEIL./WALL
	CONDUIT RUN 2 CIRCUIT, SEE NOTE #7	EARTH/FLOOR
	PARTIAL HOMERUN (MULTIPLE LOAD LOCATIONS)	
30.3 30/3	FEEDER 30,3 30A CIRCUIT SEE NOTE #7	
	CIRCUIT SUPPLIED FROM EMERGENCY SYSTEM	
XXX.X	FEEDER IDENTIFICATION, SEE SCHEDULE	
CM	CEILING MOUNT	
CT	SEE NOTE #9	
WP	WEATHERPROOF	
EM	ITEM SUPPLIED FROM EMERGENCY SYSTEM	
a,b,c	INDICATES SWITCHING SCHEME	
TP	TAMPER PROOF	
FACP	FIRE ALARM CONTROL PANEL	
FAAP	FIRE ALARM ANNUNCIATOR PANEL	
	CEILING SPEAKER	
	FIRE ALARM MANUAL STATION	4'-0" TO TOP
	COMB. F.A. HORN & VISUAL SIGNAL	WALL 80"AFF
	FIRE ALARM VISUAL SIGNAL	WALL 80"AFF
	AREA SMOKE DETECTOR, SEE GEN. NOTE #11	CEIL./WALL
	HEAT DETECTOR	CEIL./WALL
	DUCT DETECTOR	
	MAGNETIC DOOR HOLD OPEN	

GENERAL NOTES

ICE

1. VERIFY ALL OUTLET LOCATIONS ON THE JOB PRIOR TO ROUGH-IN.
2. REFER TO RELATED ARCHITECTURAL, MECHANICAL, AND STRUCTURAL DRAWINGS FOR RELATED INFORMATION.
3. REFER TO THE SPECIFICATIONS FOR DATA NOT ON THE DRAWINGS.
4. COORDINATE OUTLET BOX LOCATIONS WITH MASONRY TO MINIMIZE CUTTING OF BRICK OR BLOCK.
5. WALL MOUNTING HEIGHTS TO CENTERLINE OF DEVICE UNLESS OTHERWISE NOTED.
6. E.C. SHALL REFER TO MECHANICAL DRAWINGS AND SPECIFICATIONS FOR THE REQUIREMENTS ASSOCIATED WITH WIRING AND CONNECTION OF INTERLOCKING AND CONTROLS OF MECHANICAL UNITS AND THERMOSTAT LOCATIONS.
7. CONDUIT RUN W/CONDUCTORS AS INDICATED, CONDUIT SIZE AS REQUIRED. CONDUIT RUN TO PANEL DEVICE SIZE AS INDICATED (AMP/ POLE), CIRCUIT WITHOUT INDICATION IS ROUTED TO 20A.,1P. BREAKER. CONDUCTOR COUNT IS NOT SHOWN ON THE DRAWINGS FOR #12 SIZE CONDUCTORS. ELECTRICAL CONTRACTOR SHALL PROVIDE NUMBER OF CONDUCTORS AS REQUIRED FOR CIRCUITING, SWITCHING AND/OR CONTROL AS REQUIRED. ALL REQUIREMENTS OF THE CURRENT NATIONAL ELECTRICAL CODE SHALL BE FOLLOWED FOR CONDUIT FILL AND CONDUCTOR DE-RATING IF APPLICABLE.
8. EXIT LIGHTS AND EMERGENCY LIGHT FIXTURES WITH BATTERY BACKUP SHALL BE CIRCUITED WITH UNSWITCHED HOT CONDUCTOR FROM AREA LIGHTING CIRCUIT FOR POWER SENSING AND CHARGING. IN ADDITION, PROVIDE SWITCHED CIRCUITS TO ANY REQUIRED EMERGENCY LIGHT FIXTURES REQUIRING SAME FOR LOCAL AREA CONTROL.
9. "CT" INDICATED ADJACENT TO DEVICE INDICATES DEVICE IS MOUNTED ABOVE BACKSPLASH OF COUNTER TOP. VERIFY EXACT HEIGHT WITH ARCHITECTURAL PLANS AND ELEVATIONS.
10. A GROUND CONDUCTOR SIZED PER N. E. C. ARTICLE 250 IS REQUIRED IN ALL POWER, RECEPTACLE, AND LIGHTING CIRCUITS. GROUND CONDUCTORS ARE NOT SHOWN ON DRAWINGS.

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ISSUE:

NO.	DATE	DESCRIPTION
	03/04/26	BIDDING SET

SHEET TITLE: ELECTRICAL COVER SHEET

DATE: MARCH 4, 2026

E1.1

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DIVISION 16 ELECTRICAL

SECTION 16010

GENERAL REQUIREMENTS

PART 1 - GENERAL EXTENT OF WORK

1.01 The General Conditions, General Requirements, and Special Conditions shall be and are hereby made a part of this section. The Electrical Contractor shall furnish all labor, materials, tools, transportation, equipment, services and facilities required for the complete, proper and substantial installation of all electrical work shown on the drawings and/or outlined in these specifications. The installation shall include all materials, appliances, and apparatus not specifically mentioned herein or noted on the drawings, but which are necessary to make a complete working installation of all electrical systems.

1.02 The Contractor shall consult and be guided by the General Conditions and all other divisions referred to herein and relative thereto in performing the work covered under this division of the specification.

1.03 All of the electrical related work required for this project (unless specified otherwise) is a part of the electrical contract price and is not necessarily specified under this division of the specifications or shown on the drawings. Therefore, all divisions of the specifications and all drawings shall be consulted.

1.04 The drawings showing the layout of the work indicate the approximate locations of outlets, apparatus and equipment. The drawings are schematic only and are not intended to show the exact routing of conduits, etc. The final determination as to the routing shall be governed by structural conditions and other obstructions. This shall not be construed to mean the design of the system may be changed, it merely refers to the exact run of a raceway between given points. The Contractor shall consult all contract drawings which may affect the location of any outlet, apparatus or equipment to avoid possible interference and permit full coordination of all work. The right to make any reasonable change in the location of apparatus, outlets and equipment up to the time of roughing-in is reserved by the Architect without involving any additional expense to the Owner.

1.05 The approval by the Architect or his representative of any materials, drawings, etc., submitted by the Contractor will be considered as general only and to aid the Contractor in carrying out his work. Such approval as may be given does not relieve the Contractor from the necessity of furnishing the materials and performing all the work as required by the drawings and the specifications.

1.06 The work specified under this division of the specifications shall include the furnishing of all labor, materials, apparatus and tools necessary for the complete installation of all conduit and wiring; devices for lighting, power and control systems, and such other work and equipment as are indicated on the drawings or as noted herein.

1.07 The entire installation shall be made in a workman like manner, left completely connected, and ready to give proper and continuous service.

1.08 All materials and work in connection with the foregoing items shall be as specified herein, or called for on the drawings.

1.09 The complete installation shall be in accordance with the latest rules and regulations of the National Fire Protection Association and all other Boards and Departments having jurisdiction. Any items or requirements noted herein or shown on the drawings in excess of code requirements, but permitted under the code, shall take preference unless special permission is obtained from the Architect to the contrary.

1.10 The light and power installation shall operate with the electrical energy obtained from outside sources. Such part of the system as may be regulated by rules of the local utility company shall, insofar as method of construction, workmanship and materials are concerned, be in full accordance with the standard practice and rules and regulations of the local utility company.

1.11 This Contractor shall coordinate his work under this division of the specifications with the work of other trades wherein it may be interrelated. His work shall be done in such an order that there will be no interference in installing, nor delay in completion; of any part or parts of each respective trade, thereby permitting all construction work to proceed in its natural sequence without unnecessary delay.

1.12 Before submitting his bid, the Contractor shall familiarize himself with the rules of all governing bodies having jurisdiction and shall notify the Architect in submitting his bid, if in his opinion, any work or material specified is contrary to such rules. Otherwise, the Contractor shall be responsible for the approval of all work and materials and, in case the use of any material specified is not permitted, a substitute shall be approved by the Architect and shall be provided at no increase in cost.

1.13 Unless noted otherwise on the Drawings, or elsewhere in these Specifications, the singular words 'Provide', 'Furnish', or 'Install' noted on the drawings or in these Specifications shall mean to completely furnish, install, and connect each item, and if such is a part or component of a system the entire system shall be functional with all items and components provided.

PART 2 - RULES AND REGULATIONS

2.01 All work under this heading shall comply with the latest rules and regulations of the National Electrical Code Standard of the National Fire Protection Association and with all laws, regulations and ordinances of the utility company, City, County and State.

2.02 Drawings and specifications indicate the minimum standards of construction. Should any work indicated be substandard to any ordinance, law, code, rule or regulation bearing on work, the Contractor shall execute work accordingly, without increased cost to the Owner, but not until he has referred such variances to the Architect for his approval.

2.03 This Contractor shall provide and install only the brands of materials and equipment specified herein, or equipment approved by the Architect-Engineer as equal. All material and equipment shall be listed and labeled by Underwriters Laboratories Inc., indicating compliance with nationally recognized standards and/or tests.

PART 3 - PERMITS, FEES AND INSPECTIONS

3.01 Secure and pay for all necessary and usual permits, fees, inspections and certificates required for this work and deliver permits and certificates to the Architect for transmittal to the Owner before final acceptance of the project.

PART 4 - SERVICES

4.01 This Contractor shall pay for all expenses, deposits, reimbursements, etc., required by the local rules and codes for the service to the building, complete and ready for use.

4.02 This Contractor shall bear all expenses involved for the complete installation of the electrical service (both temporary and permanent) to the building ready for operation, except as specifically excluded on the drawings. All temporary wiring shall be installed per the National Electrical Code. This shall include guard posts around transformers and pedestals per utility company standards. Verify complete installation and locations of pad mount or pole mount transformers with the local electric utility company and bid installation to comply with their requirements.

4.03 This Contractor shall consult all local departments to verify requirements and bid installation of service in accordance with local codes and utility company standards.

4.04 This Contractor shall bear all expenses involved for the complete telephone service conduit installation and steel or nylon pull wire ready for cable installation. Verify complete installation with the local telephone company and bid installation to comply with their requirements.

PART 5 - TEMPORARY ELECTRICAL

5.01 Electrical Contractor/Subcontractor shall:

A. Make arrangements with electric utility for temporary service.

B. Provide materials, equipment, labor to install, modify, maintain (and upon completion of project, remove) safe temporary electrical power and lighting systems per OSHA standards.

C. Provide sufficient capacity for construction tools, equipment, temporary ventilation and lighting.

D. Distribute systems throughout building and construction area of site such that an extension cord no longer than 100' will reach any work area. Open branch systems permitted where permitted by the National Electrical Code and OSHA. Provide temporary services to all construction offices as required.

E. Employ permanent systems as they are completed and available.

F. Provide metering of temporary service. All temporary utility costs will be paid by the General Contractor.

PART 6 - MATERIALS OF APPROVED EQUAL

6.01 Where items of equipment and/or materials are specifically identified herein by a manufacturer's name, model or catalog number, only such specific items may be used in the base bid, except as hereinafter provided,

6.02 Unless requests for changes in base bid specifications are received and approved and noted by written addendum prior to the opening of bids, the successful contractor will be held to furnish specified items.

6.03 After contract is awarded, changes in specifications shall be made only as defined under "Substitution of Equipment."

PART 7 - SUBSTITUTION OF EQUIPMENT

7.01 After execution of the contract, substitution of equipment of makes other than those specifically named in the contract documents may be approved by the Engineer only if the equipment named in the specifications cannot be delivered to the job in time to complete the work in proper sequence to work of other contractors, due to conditions beyond control of the contractor.

7.02 Requests for substitutions must be accompanied by documentary proof of equality of difference in price and delivery, if any, in form of certified quotations from suppliers of both specified and proposed equipment.

7.03 The Owner shall receive all benefits of the difference in cost involved in any substitution, and the contract altered by change order to credit Owner with any savings so obtained.

PART 8 - SUBMITTALS

8.01 Contractor shall, within 15 days after award of contracts begin sending to the General Contractor for review submittals containing the following:

8.02 Shop Drawings:

A. Submit three master sets of "Shop Drawings" in the form of bond paper 8 1/2" x 11" or 11" x 17" size. Data shall be reduced on drawings as required to leave 5" x 3" clear on each drawing for Engineer's stamp.

B. Architect and consultants will retain copies of the master set for their records and return one reviewed master set to the contractor.

C. Contractor(s) shall, upon receipt of reviewed shop drawings, obtain and distribute copies of reviewed master set as necessary to coordinate work. (Contractor's file, job site file, record document file, other prime contractors, subcontractors and suppliers.)

D. Shop Drawings are custom prepared data and shall show and identify item(s) to be furnished and give location, arrangement, scale, details, sizes, dimensions, performance characteristics, capacities, wiring diagrams, finish and other pertinent information. Each individual item shall have its own separate sheet provided for approval. (Example: Separate sheets for each panelboard,)

E. All shop drawings shall be checked and signed by this contractor and General Contractor to be submitted to the Architect/Engineer, SHOP DRAWINGS SUBMITTED WITHOUT THE CONTRACTOR'S STAMP OF APPROVAL AND VERIFICATION WILL BE RETURNED BEFORE THE ENGINEER WILL REVIEW SAME. Equipment, materials, etc., not meeting specifications and/or drawing requirements shall be returned to the supplier for corrections before they are submitted to the Architect-Engineer. This Contractor is reminded that only those materials specified, approved or otherwise indicated by the project specifications, drawings, or addenda will be permitted to be used in constructing the electrical work for this project. The first review of submittals (shop drawings) will be provided as indicated at no charge to the Contractor. However, subsequent review(s) of resubmittals required by "Rejected" status from the original review will necessitate the Electrical Contractor being charged by the electrical consultant a fee of $65 per man-hour, with a minimum charge of $100 for each item resubmitted. It is intended that all electrical submittals be made in a complete and timely fashion such as to permit a comprehensive and thorough review of same,

F. Each shop drawing sheet shall indicate job name,

G. Shop drawings submitted without contractor's signatures or approval and verification will not be reviewed.

H. Shop drawings shall be submitted on wire, devices, fixtures (including distribution curves), gear, systems, conduit, etc.

8.03 Product Data: Product Data includes manufacturer's printed specifications, instructions, recommendations, pertinent catalog pages and similar information, Such data shall be marked to identify the data applicable to the Project. Submit three copies, Architect and consultants will review, note and record action and make copies for their files, One submitted copy then will be returned to the Contractor who shall reproduce and distribute copies needed for Project Work,

8.04 Quantities of materials will not be verified by the Architect or Engineer, Submittal Review stamp on shop drawings does not constitute review of quantities listed on shop drawings.

8.05 Engineer's review of Compliance Submittals will not relieve Contractor from his responsibility for any deviations from the requirements of the Contract Documents unless Contractor, has in writing, called Engineer's attention to such deviation at the time of submission and Engineer has given written approval to the specific deviation, nor shall any review by Engineer relieve Contractor from responsibility for errors and/or omissions in Compliance Submittals, No work shall be fabricated until the Architect's review has been obtained, Any time delay caused by correcting and resubmitting shop drawings will be the responsibility of the Contractor.

PART 9 - OPERATING INSTRUCTIONS:

9.01 The Contractor shall submit along with the shop drawings of the equipment, three (3) copies of operating instructions for all items. Instructions shall be prepared by the manufacturer of the equipment,

9.02 After the operating instructions have been approved by the Engineer, the Contractor shall frame one (1) set under plastic and mount near the equipment described,

9.03 The Contractor shall also obtain all manufacturer's instruction manuals and provide one complete set of "as built" drawings and turn these over to the Architect upon completion of the project.

9.04 The Contractor shall keep in a safe place all keys and special wrenches furnished with equipment under this contract and shall give same to the Architect at the completion of the project.

9.05 The Contractor shall prepare (5) complete brochures covering all systems and equipment furnished and installed under his contract, Brochures shall be submitted to the Architect-Engineer for review prior to delivery to the Owner, The Engineer will retain (1) copy. The cost of these brochures shall be included in the contract cost. Brochures shall contain the following:

A. Certified equipment drawings and/or catalog data clearly marked for equipment furnished as required for approval submission under previously detailed section of these specifications.

B. Complete operating and maintenance instructions for each item of equipment.

C. Complete parts list for each equipment item.

D. Any special emergency operating instructions and a list of service organizations (including addresses and telephone numbers) capable of rendering emergency service to the various parts of the system,

E. Riser diagrams on special systems.

9.06 Brochures shall be bound in hard fiberboard covers or loose-leaf binders. If loose-leaf binding is used, each sheet shall be reinforced to prevent tearing from continued usage. Each brochure shall have the following information clearly printed on its front cover:

A. Project name and address.

B. Section of work covered: "Electrical Work".

C. Name and address of Architect.

D. Name and address of Engineer.

E. Name and address of Contractor.

F. Telephone number of Contractor, including night or emergency number.

9.07 In addition to these written instructions, each respective Contractor shall fully and carefully instruct the Owner, or his representatives, as to the proper operation, care and maintenance of each system and its equipment.

PART 10 - COORDINATION AND BUILDING CONDITIONS

10.01 The Contractor shall visit the site and determine all existing local conditions affecting work in his contract, He shall examine architectural drawings and specifications to familiarize himself with the type of construction to be used for all work and how it will affect the installation of work in his contract,

10.02 Failure to determine existing conditions or the nature of existing or new construction will not be considered as a basis for the granting of additional compensation,

10.03 The drawings have been prepared to cover all electrical work under this contract. The Contractor is referred to all other contract drawings to guide him in the proper installation of his work.

10.04 The Contractor shall fully familiarize himself with the floor drawings, elevations, details of construction, feeders, fixtures, conduit, wiring, service, etc., insofar as it may affect the installation of this work and coordination in order that all necessary materials and labor may be provided even though not specifically referred to on the drawings or called for in the specifications,

10.05 As the drawings are generally diagrammatic, the final layout of the work shall be subject to the approval of the Architect but the Contractor shall be responsible without increase in contract price for the coordination of all work under various divisions of the specifications.

10.06 This Contractor shall confer with other Contractors installing work which may affect his work and must arrange his conduit, etc., in proper relation to such work. Any damage resulting from his neglect to do so must be paid for by the Contractor.

10.07 Where necessary to fit and center with paneling of ceilings and wall spaces, the Contractor must, at his own expense, shift the lighting outlets or other outlets as required by the Architect,

10.08 All outlets shall be set in such a manner as to finish flush with wall and ceiling unless required to be exposed or surface mounted on the drawings. The height of brackets, switches, outlets, etc., are to be as directed,

10.09 The Contractor shall obtain from the Architectural and Structural drawings the exact location and size of spaces available for his apparatus and material and shall install them accordingly. In case the space allowed is not sufficient, or an obstruction interferes with placing them as shown or specified, the Contractor shall obtain instructions from the Architect and shall install them as directed without extra charge.

10.10 The above provisions refer only to the exactness of positions that cannot be determined from the drawings and do not permit the installation of apparatus distinctly different from that shown on the drawings.

10.11 This Contractor shall do all cutting and patching of building materials required for the installation of work herein specified. No structural member shall be cut without the approval of the Architect and all such cutting shall be done in a manner directed by him.

10.12 All patching shall be done in a neat and workman-like manner, meeting with the approval of the Architect, by mechanics of the particular trade involved. Any penetrations through roof shall be made with "Stoneman" flashing connections as manufactured by Stoneman Engineering and Manufacturing Co., Inglewood, Calif., and any penetrations made in exterior or basement foundation walls shall be sealed with Thunderline "Link-Seal" connections, as manufactured by Thunderline Corporation, Wayne, Michigan.

10.13 Any holes or voids created in floors, ceilings and walls, including any spaces or gaps around conduit or equipment passing through such areas, which compromise the applicable rating of the floors, ceilings or walls, shall be sealed with an intumescent material equal to "3M Fire Barrier Caulk, Putty or Strip Sheet", "Carborundum Fiberfax Fire Putty", "Tremco Fire Barrier Products", or "Rectorseal Metacalk", Material equal to the above and meeting U.L. 1479 may be used. All installations shall be per manufacturer's exact instructions,

10.14 All drilling of holes through concrete shall be accurately and carefully done by using a "Concrete Termite" drill, The use of a star drill or air hammer for this work shall not be permitted.

10.15 This Contractor shall do all painting and finishing of all electrical equipment installed in finished areas, All work shall be performed in accordance with the Architectural specification section on "Painting and Finishing", All colors and finish applications shall be as directed by the Architect, (Painting is not required of receptacles, switches, circuit breakers, etc., unless specifically so noted on the drawings.)

10.16 The Electrical Contractor shall confirm the exact electrical requirements for all equipment supplied by others and installed or connected by the Electrical Contractor. The specific work performed for the installation of any equipment shall be in conformance with the requirements established by the shop drawings of the equipment supplied. In the event the shop drawings establish requirements distinctly different than the requirements shown in the contract documents, the Contractor shall be entitled only to an adjustment of the difference between the work shown and the work required with full credit for labor and materials shown on the original drawings.

10.17 The Electrical Contractor shall provide all trenching and backfilling for underground conduits. Unless noted otherwise in other divisions of these specifications, all trenches shall be backfilled and compacted with material defined by the United Soil Classification as ML or CL (silt and clay of low to medium plasticity), Compaction shall be to 90% of ASTM D698.

PART 11 - PERFORMANCE

11.01 Provide as part of the work of this contract, in addition to the first year guarantee on equipment and materials, the following described routine maintenance and inspection, (The one year labor shall will start until and ends every item is complete in accordance with drawings and specifications and accepted by the Owner). Check all emergency systems, control, fire alarm, transformers, etc., correct and adjust same, This service to be provided during the guarantee period.

PART 12 - SYSTEM

12.01 System: Distribution characteristics shall be as indicated on drawings,

PART 13 - GROUNDING

13.01 All conductors, motor frames, etc., that require grounding shall be grounded in accordance with the requirements of the National Electrical Code, local power company and local electrical codes, All ground connections to ground rods shall be with U.L. approved ground clamps, Provide additional ground rods as required to achieve a resistance of 25 ohms or less per N.E.C, 250-84; at the request of the Engineer provide a copy of the ground test results, Multiple ground rods (when required) shall not be less than 6 feet apart.

PART 14 - ADJUSTING, ALIGNING AND TESTING

14.01 All equipment shall be checked for proper adjustment and balance, All panelboards, distribution panels, switchboards, and transformers shall be balanced to provide a balanced load on each phase, A complete record of all such adjustments shall be made, Final readings shall be submitted to the Architect-Engineer for records, The Contractor shall provide all equipment, instruments, gauges, meters, etc., as required for the complete checking of these systems,

14.02 Mechanisms of all electrical equipment shall be checked, adjusted, and tested for proper operation, Adjustable parts of all lighting fixtures and other electrical equipment shall be checked, adjusted, and tested as required to provide the intended performance,

14.03 Completed wiring system shall be free from open or shorted circuits, After completion, this Contractor shall perform tests for insulation resistance in accordance with the requirements of the National Electrical Code,

14.04 The Contractor shall maintain service and equipment for the testing of electrical equipment and apparatus until all work is approved and accepted by the Owner, A first class voltmeter and ammeter shall be kept available at all times and this Contractor shall provide accurate for test readings when and as required, All test readings shall be recorded on an approved form and submitted to the Architect,

14.05 Before final acceptance is made, this Contractor shall, at his own expense, frame under plastic the sequence of operations of the sound system, controls, fire alarm, etc., for each and every item requiring instructions, These instructions shall be mounted as directed, The shall cover same with Architect and/or his selected parties, and shall adjust all apparatus and place same in satisfactory operating service as approved by the Architect,

14.06 Final observation will be made upon written request from the Contractor after the project is complete, At the time of final observation, the Contractor shall be present or shall be represented by a person of authority, The Contractor shall demonstrate, as directed by the Architect-Engineer, that his work fully complies with the purpose and intent of the drawings and specifications, All tools, accessories, and all instruments or tools necessary for such demonstration and tests shall be provided by the Contractor.

PART 15 - MOTOR CONTROL AND SPECIAL CONNECTIONS

15.01 The Electrical Contractor shall furnish, install and connect all wiring, conduit, boxes, toggle switches, thermal switches, disconnect switches, remote push-button stations not included in magnetic starters, etc., for all equipment requiring electrical power that is furnished by other contractors and/or the Owner, as required for a complete and operatable system, The Electrical Contractor shall furnish, install and connect all magnetic starters and controllers, capacitors, power factor correction devices, transformers, alarms, bells, horns, relays, remote switches, etc., for equipment supplied by others, (i.e. starters, capacitors or power factor correction devices for mechanical equipment, etc.) All such motors and major equipment will be specified to be factory prewired with only service and interlocking required at the site by the Electrical Contractor, however he shall check all divisions of the specifications to verify if the equipment is specified factory prewired and if not, then it shall be the responsibility of the Electrical Contractor to provide the complete wiring of the equipment in accordance with wiring diagrams, and temperature control drawings provided by the other contracting parties and/or the Owner, to the Electrical Contractor, All interlocking of equipment shall be by the Electrical Contractor.

15.02 All control equipment requiring piping connections to air, water, steam, etc., lines such as pneumatic electrical relays, remote valve operators, temperature controls, solenoid valves, aquastats, pressure control, etc., will be furnished and installed under "Mechanical Work",

15.03 All line and low voltage wiring, conduit and connections required to control equipment and/or devices are a part of this section, Provide and install line or low voltage wiring to all dampers as required for system operation, All low voltage wiring, conduit, connections and/or terminations are by the Electrical Contractor unless specifically noted otherwise within the bidding documents,

15.04 The Electrical Contractor shall provide to each Mechanical Control Panel a 120 volt control power supply; #12 Ga. CU, THHN/THWN in 1/2"C, minimum at all points required by controls, instrumentation and sprinkler risers, Circuit as shown on the plans or to the nearest 120 volt panel if no circuiting is indicated, Provide 20 Amp. breakers unless otherwise indicated, Each control panel shall be on a separate circuit unless otherwise indicated, If the controlled equipment is supplied from the emergency system, then the control power supply must feed from the emergency system, Electrical Contractor to provide at each Mechanical Control Panel a CAT 5 drop as required, coordinate with mechanical contractor,

15.05 It shall be assumed the Contractor has familiarized himself with the equipment to be furnished by the other contractors and/or the Owner in connection with this work and that provisions for such connections and work have been included in the Contractor's price, In no case will extra remuneration be allowed for such work,

15.06 Connections to all equipment have been designed for units as specified on the drawings or in the specifications, In the event equipment or controls differ on approved mechanical shop drawings, it shall be the responsibility of the supplying contractor to make electrical connections to the units and reimburse Electrical Contractor for any changes in system design, These changes shall not involve additional cost to the Owner.

PART 16 - GUARANTEE

16.01 This Contractor, by the acceptance of this specification and the signing of his contract, acknowledges his acquaintance with the requirements and guarantees that every part used in constructing the system as herein described will be of the best of its respective kind that can be obtained and will be erected in a most thorough and substantial manner by none but experienced workmen,

16.02 He guarantees that all conduit as provided within and by this specification will be free from all obstructions of every description and will be free from holes or broken places and be well bonded together, He guarantees that all wiring and conduit to be used in construction of this project will be new and unused,

16.03 He further guarantees to hold himself responsible for any defects which may develop in any part of the entire system,including apparatus and appliances provided under this section of the specification, and to replace and make good without cost to the Owner any such faulty parts of construction which develop defects at any time within one year from date of final certification of completion and acceptance, Provide manufacturer's engineering and technical staff at site to analyze and rectify problems that develop during guarantee period immediately, If problems cannot be rectified immediately to the Owner's satisfaction, advise Architect in writing, describe efforts to rectify situation, and provide analysis of cause of problem, Architect will then suggest course of action, The Electrical Contractor shall replace material and equipment that requires excessive service during guarantee period as defined and as directed by Architect, This guarantee does not include ordinary lamp failure,

16.04 Use of systems provided under the Specification for temporary services and facilities shall not constitute Final Acceptance of the work nor beneficial use by the Owner, and shall not institute guarantee period,

PART 17 - SUPPLEMENTARY CONDITIONS

17.01 Supplementary to all other terms of the contract, this work shall be performed subject to the following conditions,

17.02 Materials and equipment installed on this project shall be first class in quality and shall be new and unused,

17.03 Workmanship on this project shall be first class work performed by the experienced licensed mechanics of the proper trade,

17.04 Work under this contract shall be adequately protected at all times, Temporary raceways shall be kept closed and all raceways shall be installed clean and free from dirt and grease,

17.05 Storage, parking, signs, advertisement, fires and smoking shall conform to all applicable regulations and/or directions of the Architect,

17.06 Measurements on job and shop layouts required for installation of work shall be the responsibility of the contractor and acceptance of work is subject to approval of shop drawings by the Architect,

17.07 Contractor shall furnish all hoists, scaffolds, staging, runways and equipment necessary for the completion of this work,

17.08 Obtain and pay for all required electrical permits and licenses,

17.09 Maintain lights and guards required for safety,

17.10 Remove temporary service after use,

PART 18 - CONTRACT CHANGES

18.01 All changes or deviations from the contract, including those for extra or additional work, must be submitted in writing for the approval of the Architect/Engineer, No verbal orders will be recognized,

PART 19 - RUBBISH/CLEANUP

19.01 All rubbish resulting from the work herein specified shall be periodically removed by this Contractor,

19.02 Clean all electrical equipment and materials of all foreign matter (both inside and out), Clean all light fixtures using only methods and materials as recommended by the manufacturer,

PART 20 - PROPOSALS

20.01 The Contractor shall consult the General Conditions and the Proposal Form for proposals and subdivisions of the work required,

PART 21 - EXTENT OF WORK

21.01 The extent of the work under this heading of the contract shall be the furnishing of all plant, labor, materials, and equipment as required to complete work as shown on the drawings and as specified under this heading, and all plant, labor, materials and equipment not shown on the drawings or specified, but necessary to make installation complete in accordance with the intent of the contract, to provide first class, complete, and operative installation t hroughout.

PART 22 - TAXES

22.01 Contractor shall include all applicable local, state and federal taxes in his bid, Consult Supplementary Conditions of these specifications relative to any and all tax exemptions permitted for this project.

PART 23 - "AS-BUILT DRAWINGS"

23.01 E.C. shall prepare and submit to the Engineer, upon completion of the project, one complete set of reproducible "As Built" drawings for permanent archive of the project.

23.02 Drawings shall clearly indicate any and all approved deviations (i.e, addendum items, change order data, etc.) from the Project Bid Documents.

23.03 These drawings will become the property of the Owner and will be for his future reference file, record document,

DIVISION 16 ELECTRICAL

SECTION 16020

BASIC MATERIALS AND METHODS

PART 1 - CONDUIT

1.01 Materials:

A. All conduits and raceways shall be as listed below, No other wiring or raceway systems will be allowed.

B. Rigid conduit (G.R.S.) and intermediate metal conduits (IMC) shall be standard size, hot dip galvanized steel conduit, minimum 1/2" trade size, as manufactured by Triangle PWC, Inc., Allied, or equal, Rigid conduit and IMC shall be provided with threaded fittings and couplings, In trade sizes 2-1/2" to 4", contractor may use Allied "Kwik-Couple" fittings in lieu of individual steel couplings, Where 'Kwik-Couple' fittings are used exterior for vertical risers, install fitting with taper end up, A "green" ground wire, sized per NEC 250-95, shall be installed in all conduits containing phase conductors.

C. E.M.T. (thinwall conduit) shall be minimum 1/2" trade size, as manufactured by Triangle PWC, Inc., Allied, or equal, Provide set screw fittings with Thomas and Betts, or equal, U.L. listed steel or die-cast type fittings, Indenter type fittings shall not be used, Contractor may use Allied "Kwik-Ff" fittings in lieu of individual fittings, A "green" ground wire, sized per NEC 250-95, shall be installed in all conduits containing phase conductors, E.M.T, conduit shall not be installed in earth or below grade.

D. All conduit installed in wet locations, exposed exterior to the building, or subjected to physical abuse (i.e, industrial locations), shall be rigid steel conduit (G.R.S.) or intermediate metal conduit (I.M.C.), All conduit installed in earth or below grade shall be rigid steel conduit (G.R.S.), intermediate metal conduit (I.M.C.), or U.L. approved schedule 40 P.V.C. conduit,

E. Thin wall conduit (E.M.T.) may be used where code permits except as outlined above,

F. Short runs of galvanized or liquid tight steel flexible conduit may be used when approved by the Engineer, (Minimum 1/2" trade size.) A separate "green" ground conductor (sized per N.E.C.), shall be installed in all flexible conduits, Type AC "Armored Cable", Type MC "Metal-clad Cable", or "BX" cable shall not be used in any manor unless supplied as part of a manufactured flexible wiring system for lighting and approved by the Engineer,

G. U.L. approved schedule 40 P.V.C. conduit may only be used where conduits are to be run in earth or below slabs, P.V.C. conduits shall not be used above grade inside or outside of the building, unless specifically noted otherwise on the drawings, Use G.R.S. ells and risers, both horizontal and vertical, Use conduit adapters when converting from P.V.C. to steel conduit, Branch circuit and feeder P.V.C. conduit to be 3/4" min, Concrete encase all conduit installed below grade where so noted on the drawings, (U.L. approved schedule 40 P.V.C. with plastic spacers), All P.V.C. conduit shall be provided with a separate "green" ground conductor, sized per N.E.C.

1.02 Bushings and Locknuts:

A. Where conduits enter boxes, they shall be rigidly clamped to the box by double locknuts and bushings, Conduit shall enter the box squarely, Bushings and locknuts shall be made of malleable iron and shall have sharp clean-cut threads,

1.03 Conduit Installation:

A. Where conduit sizes are not specifically indicated, provide sizes in accordance with the requirements of the N.E.C.

B. Conduit work in general shall be installed concealed in walls, floor and roof construction or concealed within furred spaces, Exposed work shall include only feeders and short connections to equipment in equipment room unless noted otherwise, All exposed conduits (where approved by the Engineer) shall be routed parallel and/or perpendicular to building elements,

C. Conduit to be installed to the requirements of structure and to the requirements of all other work on the project, Conduit shall be installed to clear all obstructions, i.e. depressions, pipes, ducts, reinforcing steel, etc, Conduit set in forms for concrete structure shall be installed in such a manner that installation will not affect the strength of the structure, Coordinate installation with Structural Engineer for conduits rising up from floor slabs into bottom of panelboards, Minimum distance between conduits shall be 6", Maximum size of conduit permitted in concrete slabs, if so approved by the Architect, is 1" trade size,

D. Conduit shall be installed continuous between connections to outlets, boxes and cabinets with a minimum possible number of bends and not more than the equivalent of 4-90 degree bends between J-box connections, Bends shall be smooth and even and shall be made without flattening conduit or flaking enamel, Radius of bends shall be as long as possible and never shorter than the corresponding trade elbow, Long radius elbows shall be used where necessary,

E. Conduits shall be securely fastened in place with approved straps, hangers, and steel supports as required by the National Electrical Code, All surface mounted conduits on walls below eight foot above grade shall be secured with conduit straps, no clamps, The use of wire, plumbers straps, etc, will not be permitted,

F. Junction and pull boxes shall be installed where shown on drawings and additional boxes shall be installed if required for pulling of wire, provided location and installation is approved by the Architect, All boxes shall be code gauge construction with screw type covers and shall be installed in accessible locations,

G. Conduit shall be reamed and thoroughly cleaned before installation and kept clean after installation, Openings shall be plugged and boxes shall be covered as required to keep conduit clean during construction, All conduit shall be fished free of obstructions before the pulling of wires, All conduit shall be as sized above and shall not be smaller than N.E.C, listed minimum requirements,

H. All work shall be protected against damage during construction and any work damaged or moved out of line after roughing-in shall be repaired and reset to the approval of the Architect without additional cost to the Owner,

I. Conduit terminations at panelboards, switchboards, motor control equipment, junction boxes, etc., shall be aligned and installed true and plumb, Wood or steel bucks or templates shall be employed to make installation complete in accordance with the intent of the contract, to provide first class, complete, and operative installation t hroughout.

J. Where conduits cross construction expansion joints, Contractor shall provide Appleton XJ or equal expansion couplings with copper bonding jumpers,

K. Where conduits are installed in concrete, all connectors and couplings shall be water tight or rated for direct burial in concrete,

L. Mechanical equipment service clearances and electrical appartus service clearances as specified in their respective manufacturer's product data shall be maintained free from conduit obstructions,

M. All conduits routed below slab shall be minimum 30" below grade unless noted otherwise on the drawings, All conduits routed below floor slabs shall be installed a minimum of 4" below the slab,

PART 2 - WIRES AND WIRING

2.01 American, Southwire, Essex, or equal code gauge wire, rated 600V, finished with fadeless color coding and bearing Underwriter's label, Wires shall be soft annealed copper with properties conforming to National Electrical Code requirements, No. 8 gauge and larger shall be stranded and No. 10 gauge and smaller may be solid or stranded, unless noted otherwise on the drawings, Stranded conductors shall only be used on devices and lugs that are U.L. listed for use with stranded conductors,

2.02 Wire smaller than No. 12 gauge shall not be used unless specifically called for on the drawings,

2.03 Unless noted otherwise on the Electrical drawings or herein, all wiring for all systems shall be routed within conduit, shall be of the same insulation type and shall be continuous between outlets and boxes (with no splices or taps into conduit), Splices and taps in outlet boxes shall be twisted joints, U.L. approved insulated spring pressure connectors shall be used for branch circuit connections, Connectors shall be installed so that all conductors are properly insulated,

2.04 All control wiring shall be copper, solid or stranded, #14 Ga. or larger depending upon current requirements, with insulation type for 90 C. rating, Where stranded conductors are used, provide with spade type insulated copper terminals, Unless noted otherwise on the Mechanical drawings or herein, all mechanical control wiring for all systems shall be installed within conduit, shall be of the same insulation type and shall be continuous between outlets and boxes (with no splices or taps into conduit),

2.05 See riser diagrams and/or other sections of the Specifications for types and ratings for sound, fire alarm, control and other special cables,

2.06 Wires for general use within the building shall be type THHN or type THWN, 90 degree rated except where called for otherwise on the drawings, Type THHN or type THWN shall be used at the temperature rating of equipment termination lugs, environmental conditions, and as Code allows, Wires for other than general use shall be as hereinafter specified for specific services,

2.07 A "green" insulated ground conductor, sized per N.E.C, 250-95 and/or as shown on the drawings, shall be installed in each conduit containing phase conductors,

2.08 Where quantities of conductors in a raceway system are not specifically indicated, provide the number as required to maintain function, control and number of circuits as indicated.

2.09 All conductors shall be identified at all termination points and in all pull and junction boxes by the following method of color coding:

208/120 Volt System		480/277 Volt System
	240/120Volt System	
Phase A Black	Phase A Black	Phase A Brown
Phase B Red	Phase B Red	Phase B Orange
Phase C Blue	*Phase C Blue	Phase C Yellow
Neutral White	Neutral White	Neutral Gray
Ground Green	Ground Green	Ground Green

*(Note: identify "high leg" per N.E.C.)

2.10 All conductors size #6 AWG and smaller shall have colored insulation, Where conductors with black insulation are used for the larger wire sizes (#4 AWG and larger), color coding shall be provided with two (2) layers, one-half lapped, of No.35 colored Scotch Vinyl electrical tape, Where any conductor is or can be supplied from an emergency system the Contractor shall mark each conductor with an additional two layers, one-half lapped, of Purple colored Scotch Vinyl Electrical tape,

2.12 Provide a listing of the above described conductor color code identification scheme at all branch circuit panelboards per Article 210-4(d), National Electrical Code,

2.13 Splices and taps for #6 and larger conductors shall be made with block type terminations (with insulating jacket) or with split bolt connectors, insulated and completely insulated with a minimum of three half-lapped layers of Scotch No, 33+ (105 degree C) plastic electrical tape or by approved insulated fittings, All splices and taps having irregular surfaces shall be properly padded with Scotchfil putty before application of insulating plastic tape, Scotchlok electrical pre-insulated spring pressure connectors or equal may be used for up to #8 conductors,

PART 3 - OUTLET BOXES

3.01 All electrical service outlets, including plug receptacles, lamp receptacles, lighting fixtures and switches shall be provided with 4" square, code gauge steel knockout boxes, galvanized or sherardized and of required depth for service and equipment, Single gang 'handy boxes' will not be allowed, All outlet boxes shall be flush mounted unless noted otherwise on the drawings or herein, Boxes installed in gyp board or plaster finish shall have code gauge galvanized raised covers set to not more than 1/4" behind final finish, Covers shall be selected with proper openings for devices installed in box, Manufacturers shall be Steel City, Appleton, RACO or equals approved by the Engineer,

3.02 Boxes mounted to metal stud walls shall be mounted with Caddy #MSF metal stud clip, or equal as approved by the Engineer, Boxes mounted to either metal or wood studs shall be mounted with Caddy #A-66 series box support, or equal as approved by the Engineer, Single metal stud box clips without box supports are not acceptable for mounting boxes,

3.03 Sectional boxes shall not be used except where directed and approved by the Architect, Installation of all galvanized tile walls and provided conduit connections are installed concealed in walls,

3.05 Install all outlets in a secure and substantial manner and locate so as to be compatible with space, construction and equipment requirements and with the work of the other trades,

3.06 Furnish and install plaster rings for all boxes installed in plastered (or gyp board) ceilings and walls, Verify construction with general construction drawings,

3.07 Boxes for exterior or wet location work (where permitted or approved) shall be Appleton or Crouse-Hinds Type FS or FSC for shallow devices and Type FD or FDC for deep devices, Boxes for ceiling mounted light fixtures shall have provisions for hanging fixtures from outlet box, Provide outlet boxes shall have beveled edge flat steel blank covers,

3.08 Location of outlets on small drawings is approximate and exact dimensions for location of outlets shall be as taken from large scale drawings and details on drawings or as directed by the Architect, Outlets shall be located generally from column centers and finished wall lines or to center of joints of wall panels, Ceiling outlets shall be installed at elevation of suspended ceilings and connected to outlets in ceiling or slab above,

3.10 Boxes for switches and receptacles installed in columns shall be located off center to allow for future partitions,

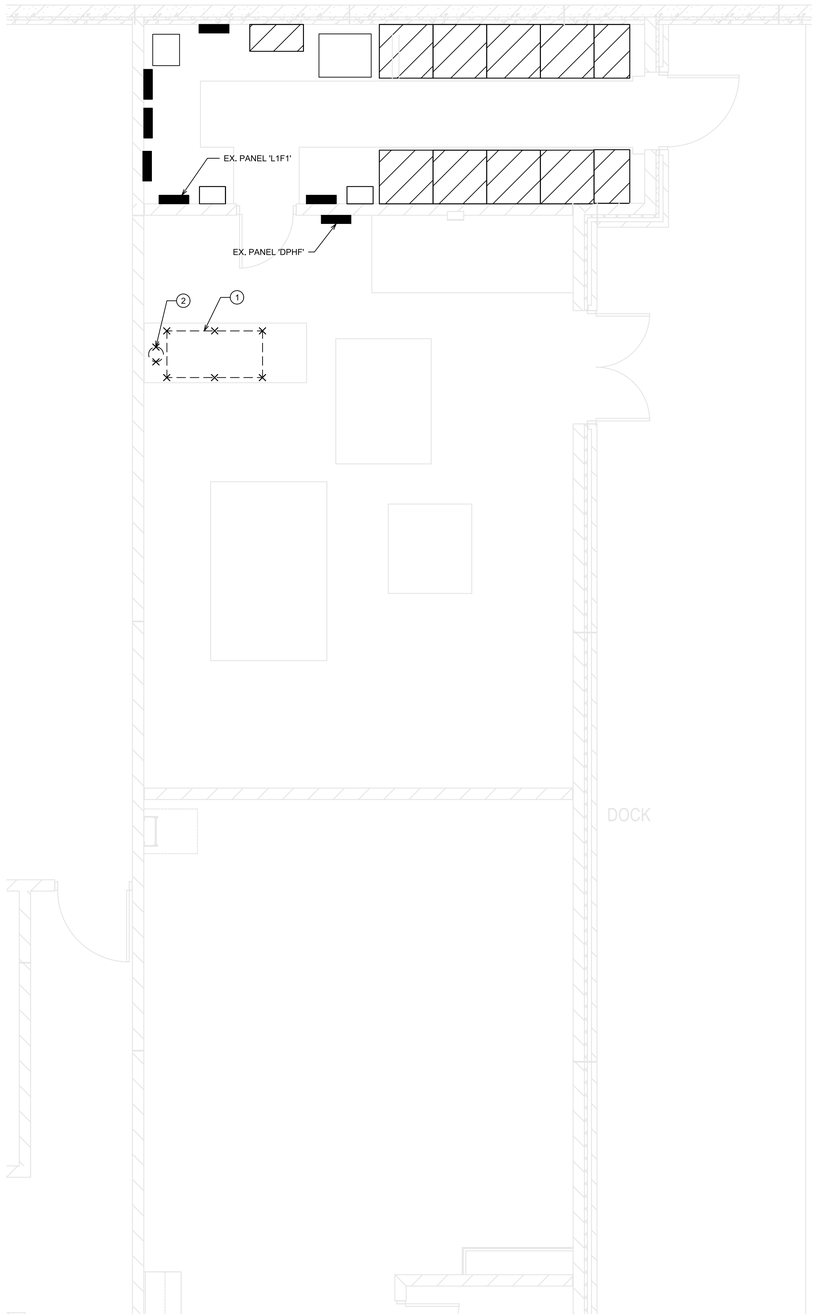
3.11 Boxes for switches at or near doors shall be installed on the side opposite the hinge and within 6" of the door. Verify door swing direction prior to rough-in,

PART 4 - INSTALLATION OF SWITCH PLATES, ESCUTCHEONS, ETC.

4.01 It shall be the duty of this Contractor to examine the plaster, painting, and finishing materials being installed in location to make sure that these accessories, when installed, will fit and cover properly and leave no open or unfinished surface showing, It shall refuse to install these installations where faulty work on the part of others is found, and he shall promptly report the trouble to the Architect,

PART 5 - SUPPORTS AND HANGERS

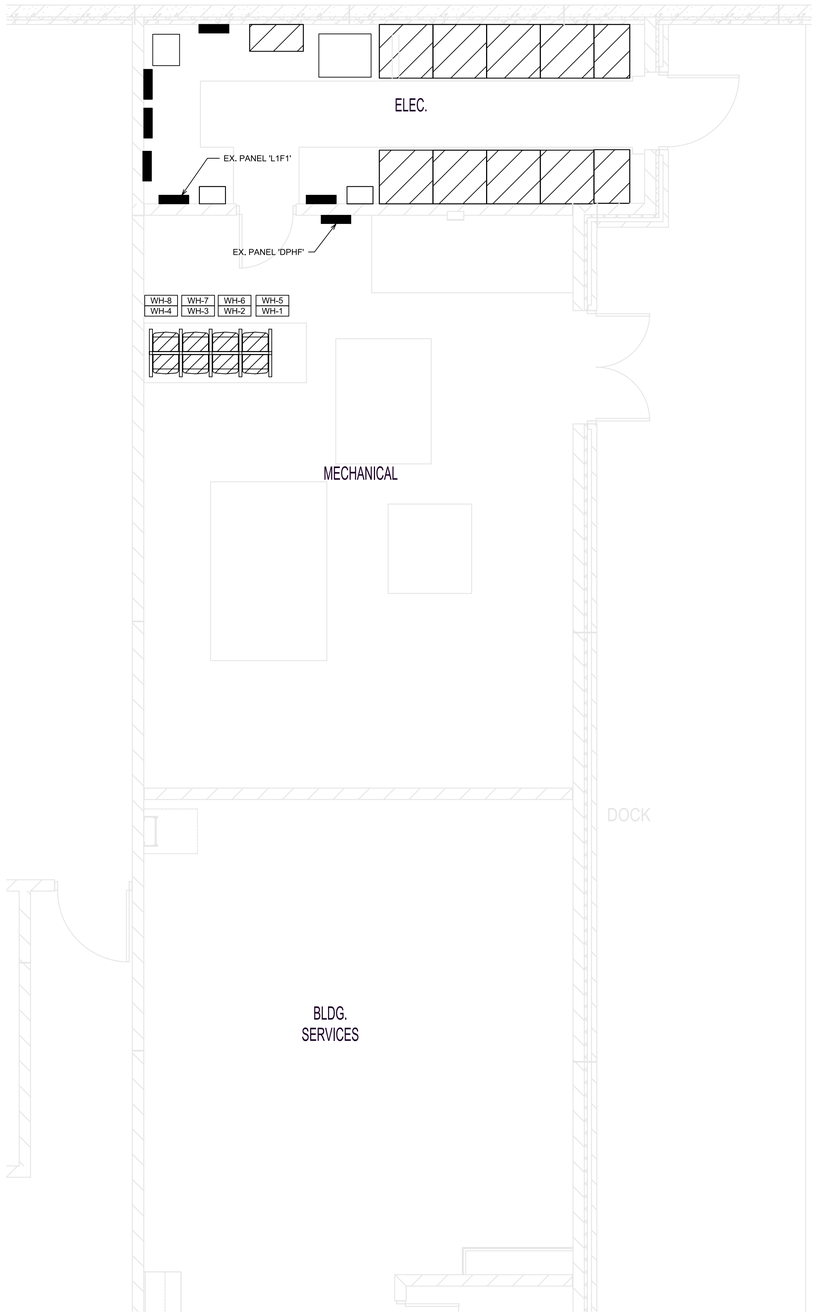
5.01 Provide supports and hangers as necessary and as required to insure a good and substantial installation, Support raceways, fixtures, boxes, cabinets, etc., on approved type of trapeze hangers or wall brackets, as manufactured by Unistrut, American Electric, B-Line, Globe, or approved equal, Provide steel hanger rods securely fastened to or through the building structure for all trapezes, etc, Do not suspend from mechan



A FLOOR PLAN - ELECTRICAL DEMO

SCALE: 1/4" = 1'-0"

NORTH



B FLOOR PLAN - POWER

SCALE: 1/4" = 1'-0"

NORTH

GENERAL NOTES:

1. ALL CIRCUITS INDICATED ON DRAWINGS SHALL BE 20A, 120V CIRCUITS WITH (2)-#12'S AND (1)-#12 G. IN 0.5" CONDUIT U.O.N.
2. LABEL ALL SNAP SWITCH COVERPLATES WITH THE PANEL AND CIRCUIT NUMBER.
3. REFER TO RELATED MECHANICAL DRAWINGS FOR RELATED INFORMATION.
4. REFER TO THE SPECIFICATIONS FOR DATA NOT ON THE DRAWINGS.
5. WALL MOUNTING HEIGHTS TO CENTERLINE OF DEVICE UNLESS OTHERWISE NOTED.
6. A GROUND CONDUCTOR SIZED PER N.E.C. ARTICLE 250 IS REQUIRED IN ALL POWER, RECEPTACLE, AND LIGHTING CIRCUITS. GROUND CONDUCTORS ARE NOT SHOWN ON DRAWINGS.

PLAN NOTES:

1. EXISTING DOMESTIC WATER BOILER TO BE REMOVED. CONTRACTOR SHALL REMOVE BOILER, CONDUIT, AND CONDUCTORS BACK TO THE POINT OF ORIGINATION AS REQUIRED. COORDINATE EXACT DEMO SCOPE WITH MECHANICAL CONTRACTOR.
2. EXISTING HOT WATER RECIRC PUMP SHALL BE REMOVED. CONTRACTOR SHALL REMOVE PUMP, CONDUIT, AND CONDUCTORS BACK TO THE POINT OF ORIGINATION. COORDINATE EXACT DEMO SCOPE WITH MECHANICAL CONTRACTOR.

KEY PLAN

NO SCALE

NORTH

26031.00 - 047

Integrated Consulting Engineers, Inc.
349 South Hydraulic • Wichita, KS 67211
316.264.3588 • 316.264.3948 • www.iconengineers.net

#21920
03-04-2026
KANSAS
PROFESSIONAL ENGINEER

202608

GMCN
ARCHITECTS • PLANNERS
GIBSON, MANCINI, CARMICHAEL, & NELSON
115 E. LAUREL ■ (620) 276-3244
ARKANSAS CITY, KS 67005 ■ www.gmcnarchitects.com

WATER HEATER REPLACEMENT FOR
GARDEN CITY HIGH SCHOOL

2720 Buffalo Way Blvd. Garden City, Kansas

ARCHITECT RESERVES HIS COMMONLAW COPYRIGHT AND OTHER PROPERTY RIGHTS IN THESE PLANS. THESE PLANS AND DRAWINGS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER NOR ISSED AT ANY OTHER SITE WITHOUT FIRST OBTAINING EXPRESS WRITTEN PERMISSION AND CONSENT OF GMCN ARCHITECTS, INC., NOR ARE THEY TO BE ASSIGNED TO ANY THIRD PARTY WITHOUT OBTAINING EXPRESS WRITTEN PERMISSION AND CONSENT OF ARCHITECT.

ISSUE:

NO.	DATE	DESCRIPTION
	03/04/26	BIDDING SET

SHEET TITLE: FLOOR PLAN POWER & DEMO

DATE: MARCH 4, 2026

E2.1

3/4/2026 7:26:43 AM
M:\2026\26031.00 - 047 - USD 457 High School Water Heater Replacement\Electrical Files\26031.00 - E2.x.dwg

SECTION 00 41 13 - BID FORM – STIPULATED SUM (SINGLE-PRIME CONTRACT)

BID INFORMATION

1.01 BIDDER: TATRO Plumbing Co., Inc.

A. Project Name: Garden City High School Water Heater Replacement

B. Project Location:
   1. 2720 Buffalo Way Blvd., Garden City, Kansas.

C. Owner: Garden City Unified School District #457 Board of Education.

D. Architect: GMCN Architects, Inc.

E. Architect Project Number: 202608

1.02 **CERTIFICATIONS AND BASE BID**

A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by GMCN Architects Inc. and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:
   1. One Hundred Eighteen Thousand Three Hundred Ninety Seven Dollars ($118,397.00).
   2. The above amount includes Allowances specified in 01 21 00 - Allowances.

1.03 BID GUARANTEE

A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the amount constituting five percent (5%) of the Base Bid amount above:
   1. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.04 TIME OF COMPLETION

A. Complete the Work in 66 calendar days from **Commencement Date**.
   (Bidder to enter number of days.) 5/26/2026 - 7/31/2026
   Owner Training to take place the 1st week of August

1.05 ACKNOWLEDGEMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
   1. Addendum No. 1, dated 03/12/2026.
   2. Addendum No. 2, dated N/A.

3. Addendum No. 3, dated N/A.
4. Addendum No. 4, dated N/A.

1.06 CHANGES TO THE WORK

A. Changes in the Work shall be as established in the Contract Documents. The following fees shall be used for lump sum pricing and actual cost pricing of additions and deletions to that Work included in the Bid, namely:
   1. Contractor Work performed by his own forces:
      O&P 15 % **Not-to-Exceed 15%**
   2. Contractor Work performed by other than his own forces:
      O&P 10 % **Not-to-Exceed 10%**
   3. Subcontractor Work performed by his own forces:
      O&P 10 % **Not-to-Exceed 10%**
   4. Subcontractor Work performed by other than his own forces:
      O&P 10 % **Not-to-Exceed 5%**
   5. Percentages for overhead and profit will not be allowed on bond premiums.

1.07 BID SUPPLEMENTS

A. The following supplements are a part of this Bid Form and are attached hereto.
   1. Bid Form Supplement - Bid Bond Form (AIA Document A310)

1.08 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Finney County and Garden City, Kansas, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.09 SUBMISSION OF BID

A. Respectfully submitted this 2nd day of April, 2026.
B. Submitted By: TATRO Plumbing Co., Inc.
C. (Name of bidding firm or corporation)
D. Authorized Signature:
E. (Handwritten signature)
F. Signed By: Rob Kreutzer
G. (Type or print name)
H. Title: Vice-President
I. (Owner/Partner/President/Vice President)
J. Witness By:
K. (Handwritten signature)
L. Attest:
M. (Handwritten signature)
N. Kelly Wright

O. (Type or print name)

P. Title: Chief Information Officer

Q. (Corporate Secretary or Assistant Secretary)

R. Street Address: 1413 W Thompson St.

S. City, State, Zip Garden City, KS 67846

T. Phone: 620.277.2167

U. License No.:

V. Federal ID No.: 48-0864586

1.10 (AFFIX CORPORATE SEAL HERE)

END OF DOCUMENT 004113

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

TATRO Plumbing Co., Inc.
1413 West Thompson Street
Garden City, KS 67846

SURETY:
(Name, legal status and principal place of business)

Endurance American Insurance Company
4 Manhattanville Road
Purchase, NY 10577

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

Garden City Unified School District #457
1205 Fleming Street
Garden City, KS 67846

BOND AMOUNT: $ 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Water Heater Replacement, Garden City HS

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 24th day of March, 2026

(Witness)

(Witness) Cathy Phan

TATRO Plumbing Co., Inc.
(Principal) *(Seal)*

By:
(Title)

Endurance American Insurance Company
(Surety) *(Seal)*

By:
(Title) Kevin Wojtowicz Attorney-in-Fact

SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTORNEY

9627

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation, a Delaware corporation ('EAC'), Endurance American Insurance Company, a Delaware corporation ('EAIC'), Lexon Insurance Company, a Texas corporation ('LIC'), and/or Bond Safeguard Insurance Company, a South Dakota corporation ('BSIC'), each,** a "Company" and collectively, **"Sompo International,"** do hereby constitute and appoint: **Cathy Phan, Jessica Reno, Kevin Wojtowicz, Matthew Smith, Mia Troxell**
as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million ($100,000,000.00)**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

Endurance Assurance Corporation
By:
Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By:
Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By:
Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By:
Richard Appel; SVP & Senior Counsel

Endurance Assurance Corporation CORPORATE SEAL 2002 DELAWARE

Endurance American Insurance Company CORPORATE SEAL 1996 DELAWARE

LEXON INSURANCE COMPANY CORPORATE SEAL MARCH 16, 1984 STATE OF TEXAS

BOND SAFEGUARD INSURANCE COMPANY A SOUTH DAKOTA INSURANCE COMPANY

ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor, Notary Public – My Commission Expires 3/9/27

AMY TAYLOR STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:
   "RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,
   and be it further
   RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds,
   undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 24th day of March, 20 26

By: Daniel S. Lupe, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**
The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – https://www.treasury.gov/resource-center/sanctions/SDN-List.
In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimsAdministration@sompo-intl.com
Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

Bidders List
Water Heater: GCHS

Central Consolidated, Inc.
3435 W. Harry Street
Wichita, KS 67213
316-945-0797

Dean E Norris
2929 S. Minneapolis
Wichita, KS 67216
316-688-1901

Kruse Corporation
3636 N. Topeka
Wichita, KS 67219
316-838-7885

TATRO Plumbing Co, Inc.
1413 W. Thompson Street
Garden City, KS 67846
620-277-2167

BID OPENING: April 2, 2026

Bid Tabulations
Water Heater: GCHS

Bid 2026-12

Bid Opening: 4/2/2026

Vendor	Bid
Central Consolidated	**$128,890.00**
Dean E Norris	**No Bid**
Kruse Corporation	**No Bid**
TATRO Plumbing	**$118,397.00**

RECOMMENDATION: To accept the bid in the amount of $118,397.00 from TATRO Plumbing

budgeted funds in account:	Improvements: GCHS	016 E 4700 21 7130 056 02 610

SECTION 00 41 13 - BID FORM – STIPULATED SUM (SINGLE-PRIME CONTRACT)

BID INFORMATION

1.01 BIDDER: Central Consolidated, Inc.

A. Project Name: Garden City High School Water Heater Replacement

B. Project Location:
   1. 2720 Buffalo Way Blvd., Garden City, Kansas.

C. Owner: Garden City Unified School District #457 Board of Education.

D. Architect: GMCN Architects, Inc.

E. Architect Project Number: 202608

1.02 **CERTIFICATIONS AND BASE BID**

A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by GMCN Architects Inc. and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:
   1. One Hundred Twenty-Eight Thousand Eight Hundred Ninety Dollars ($ 128,890.00).
   2. The above amount includes Allowances specified in 01 21 00 - Allowances.

1.03 BID GUARANTEE

A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the amount constituting five percent (5%) of the Base Bid amount above:
   1. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.04 TIME OF COMPLETION

A. Complete the Work in 108 calendar days from **Commencement Date.**
   (Bidder to enter number of days.)

1.05 ACKNOWLEDGEMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
   1. Addendum No. 1, dated 3/12/2026.
   2. Addendum No. 2, dated _____.

3. Addendum No. 3, dated _____.
4. Addendum No. 4, dated _____.

1.06 CHANGES TO THE WORK

A. Changes in the Work shall be as established in the Contract Documents. The following fees shall be used for lump sum pricing and actual cost pricing of additions and deletions to that Work included in the Bid, namely:
   1. Contractor Work performed by his own forces:
      O&P 15 % **Not-to-Exceed 15%**
   2. Contractor Work performed by other than his own forces:
      O&P 10 % **Not-to-Exceed 10%**
   3. Subcontractor Work performed by his own forces:
      O&P 10 % **Not-to-Exceed 10%**
   4. Subcontractor Work performed by other than his own forces:
      O&P 5 % **Not-to-Exceed 5%**
   5. Percentages for overhead and profit will not be allowed on bond premiums.

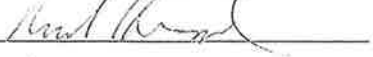
1.07 BID SUPPLEMENTS

A. The following supplements are a part of this Bid Form and are attached hereto.
   1. Bid Form Supplement - Bid Bond Form (AIA Document A310)

1.08 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Finney County and Garden City, Kansas, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.09 SUBMISSION OF BID

A. Respectfully submitted this 2nd day of April, 2026.
B. Submitted By: Central Consolidated, Inc.
C. (Name of bidding firm or corporation)
D. Authorized Signature:
E. (Handwritten signature)
F. Signed By: Alex Gilmore
G. (Type or print name)
H. Title: Chief Estimator
I. (Owner/Partner/President/Vice President)
J. Witness By: 
K. (Handwritten signature)
L. Attest:
M. (Handwritten signature)
N. Rick Hansard

O. (Type or print name)

P. Title: Mechanical Estimator

Q. (Corporate Secretary or Assistant Secretary)

R. Street Address: 3435 W Harry St

S. City, State, Zip Wichita, KS 67213

T. Phone: (316) 945-0797

U. License No.: M09286 / P09287

V. Federal ID No.: 47-5590240

1.10 (AFFIX CORPORATE SEAL HERE)

END OF DOCUMENT 004113

Scope

4/1/2026
Quotation #5322

Job Name: USD 457 GCHS Water Heater Replacement
Location: 2720 Buffalo Way Blvd. Garden City, Ks.
Documents: Plan and Spec from GMCN Architects dated 3/4/26 Addendum 1 acknowledged

Notes Regarding Proposal:

- Due to the current volatility in commodity material costs that underlies our pricing, CCI's proposal will expire **60 days** from the date above. After that period, CCI's pricing is subject to adjustment to reflect any increase in commodity material costs at the time of acceptance
- CCI shall not be held liable for delays in equipment or materials due to imposed tariffs
- CCI has not included for material price escalation due to imposed tariffs. Should we be made aware of any increases, we will notify the owner immediately

Work Included:

- Select demolition as indicated
- Domestic water piping
- Natural gas piping
- Vent/Combustion air piping as indicated to utilize existing roof penetrations
- Provide and install eight (8) tankless water heaters – WH-1 through WH-8
- Provide and install one (1) domestic recirculation pump – WHP-1
- Provide and install two (2) domestic water storage tanks – ST-1 and ST-2
- Provide and install one (1) domestic water expansion tank – ET-1
- Insulation
- Electrical as indicated
- Patching of roof penetration that are not to be reused by DV Douglass
- $10,000.00 owner's contingency

Project-Specific Exclusions:

- Sales tax
- Material and equipment price escalation due to imposed tariffs
- Overtime and shiftwork
- Fire sprinkler and suppression
- Modifications to existing concrete pads

Central Consolidated Typical Exclusions:

- Design, engineering, or design assistance
- CCI has not included any engineering for pipe supports labeled as "delegated design." CCI is not the engineer of record and therefore has not included any engineering costs. We have included industry-standard hangers for mechanical systems only. If special hangers are needed then these will be designed by others and CCI will price once the design is complete. These include but are not limited to the following: additional structural steel, slides, guides, restraints, spring hangers, or process piping hangers

- Taking the lead on BIM coordination and incorporating other trades into the BIM model
- Other trades will provide CAD-compatible drawings for coordination
- LEED construction factors
- Seismic restraints
- Loss of time in our schedule due to delays by others or assigned equipment delivery days
- Temporary construction, job site utilities (to trailers or the work area), or consumption costs
- Temporary toilets, eye-wash stations, sinks, dumpsters, and traffic barricades
- Trailer utility costs (CCI will pay for telephone/internet service to our job site trailers only)
- Jobsite security, staging area fencing, or work area barricades
- Building utility services that extend more than 5' past the building line
- Gas meters providing primary service (assumed to be installed by the utility provider)
- Overtime or shift work
- Re-routing, repair, or relocation of any existing utilities
- Lawn irrigation shut down, demolition, or repair
- SWPPP, dewatering, work area, and/or site drainage
- Sub-soil membrane fabric installation, removal, or concrete work for foundation drainage systems
- Excavation, pipe bedding, backfill, and fine grading are included. The proposal assumes soil excavation with no obstructions. In the case of any obstructions/rocks encountered, we will notify Owner immediately
- Floor protection, tarps, coverings, coatings, or repairs
- Latent or later determined required work in slabs, walls, ceilings, or concealed spaces
- Building ceilings, fire protection systems, lighting removal, storage, reinstallation, and repairs
- Roof penetrations, temporary roofing, coverings, or weather-tightness responsibilities
- Roof, storm, sanitary, gas, or under slab piping not shown or assigned
- Painting or paint preparation (we will provide touch-up paint of our assigned new equipment if it is needed)
- Abatement of asbestos, lead, or other hazardous materials
- Modification of existing systems to bring them up to the current code
- Louvers not specifically listed in the scope inclusions
- In-wall louver framing, lintels, or new opening demolition
- Duct lagging or any other type of lagging/gypsum board work
- Blank-offs between slot diffusers
- Duct cleaning (CCI will maintain LEED quality IAQ by cleaning our duct after we build it, sealing it before it ships, and maintaining that seal throughout construction)
- Fume or lab hoods, unknown piping connections, or exhaust
- Fire alarm interlocks
- Any inner connecting wires associated with split systems
- Loose VFDs, starters, and disconnects for equipment not integral to the equipment
- VFD motor interference and bearing protection
- Receiving, unloading, handling, storage, or installation of owner-furnished equipment
- Any valves that are not specified or shown on the drawings
- QA/QC (we will pressure test our piping and ductwork only as necessary)
- Orientation or special training lost time of site training for craft workers to be on site

- Fingerprinting, background checks, or other security clearance items
- Composite crew cleanup participation (CCI will do the daily cleanup of our waste)
- Haul off of spoils or debris (CCI will clean up and haul to a point on the job site within 250 feet of the building for haul off by others)
- Short or long-term maintenance on equipment
- Third party commissioning

General Proposal Clarifications:

- CCI warrants all materials and workmanship provided in the work performed under this contract to be free from defects for a period of (1) one year from the date of substantial completion. CCI shall repair or replace, at no cost to the Owner, any defects discovered within that timeframe upon written notice
- All stated lead times are based on the best information available at the time of bid – subject to change
- The work will be performed on a normal 40-hour work week – five (5) 8-hour days or four (4) 10-hour days
- Proposal is conditioned upon prompt award of the project contract, in enough time to allow approval of submittals and procurement of materials and equipment to meet the project schedule
- This proposal is conditioned upon a three-week mobilization period between written Notice to Proceed and any on-site activities
- We assume we will be given clean access to the work; given in a sequential and methodical order that does not restrict the flow of work. should the flow of the project reflect otherwise, CCI reserves the right to a pricing adjustment that reflects costs associated with such a change in project work conditions
- The digital backgrounds for architectural, structural, fire protection, and electrical are to be furnished to CCI at no charge in AutoCAD format and Revit, when available
- While on-site, CCI will provide a full-time superintendent
- Cost for a part-time project manager is included
- Fabrication and field shop drawings are included
- We will provide fire caulking for our penetrations only. No acoustical caulking
- Due to the current volatility in commodity material costs that underlies our pricing, CCI's proposal will expire 60 days from the date above. After that period, CCI's pricing is subject to adjustment to reflect any increase in commodity material costs at the time of acceptance
- CCI reserves the right to review and approve all contract conditions as a condition of this proposal offer. CCI's proposal is an offer expressly conditioned upon the parties reaching mutually agreeable contract terms, including but not limited to a waiver of or reasonable cap on liability for any consequential damages from any source. Any language in the contract that purports to exclude or supersede the conditions of this project is expressly rejected
- Payment Terms: 10% Invoiced at Contract Execution – net 30 days. Balance Invoiced as Progress Payments – net 30 days
- CCI will promptly submit pricing for any changes, modifications, or additions to the scope of work set out in this proposal. CCI will not be required to proceed with any changed/additional/modified work until it receives a signed change order at a mutually agreed-upon price. If CCI is directed to proceed and time is of the essence, CCI will only be required to perform the changed/additional/modified work upon receiving a signed "time and materials"

work order. The cost of CCI's fee for this time and materials work may be billed during the billing period in which the work is performed and will be due and paid within 30 days. CCI's proposal is expressly conditioned upon the acceptance of this provision and this provision is incorporated by reference into any applicable contract documents and supersedes any provision to the contrary in those contract documents

- CCI and Customer agree that an extension of time is appropriate if CCI's work is impacted or delayed under a Force Majeure Event. A Force Majeure Event means an unforeseen event or circumstances beyond the control of an affected Party, and which is not caused by an act or omission of a Party, which results in a delay in, or total or partial failure of, the performance of the affected Party (other than in the obligation to make payments) after that Party has taken every reasonable step, including reasonable expenditures of money, to remedy, avoid, or limit the impact of the event
- Force Majeure Events include Acts of God, severe and unforeseeable weather conditions, earthquakes that cause material damages to the structure requiring an engineering assessment of the damages before continued use of the facility or continuation of the Work, war and ire or explosions other than from construction equipment or supplies under the control of CCI. Public health emergencies (including, but not limited to, epidemics and pandemics), declared by a governmental agency shall be treated as Force Majeure Events. Force Majeure Events do not include (i) shortage of, inability to obtain, or increased cost of labor, equipment, materials, or transportation, (ii) local strikes, lock-outs, or other industrial disputes or actions between either party and its or their employees, (iii) insolvency or change in economic circumstances, (iv) change in market conditions, (v) changes in laws or regulations affecting the performance of the work that should have been foreseeable or anticipated or that are part of the ordinary cost of doing business, or (vi) events involving a previous or existing condition at or before the Effective Date

Sales Tax: **See above** Bond: **None**
The quotation is good for **60** days.

Delivery:
Time Extension:

Approved For: _____
By: _____
Date: _____
P.O.#_____

Respectfully Submitted,

Alex Gilmore

Alex Gilmore, Estimator
Central Consolidated Inc.

THIS QUOTE IS BASED ON A 5% RETAINAGE AS OUTLINED PER "HOUSE SUBSTITUTE SENATE BILL NO. 377".
THIS QUOTE IS STAND-ALONE, NO LEGAL REVIEW OF THE SUBCONTRACT HAS BEEN QUALIFIED TO DATE. THIS QUOTE IS PROPRIETARY AND NOT FOR DISCLOSURE OR USE WITHOUT WRITTEN CONSENT OF CENTRAL CONSOLIDATED Inc

THE AMERICAN INSTITUTE OF

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Central Consolidated, Inc.

3435 West Harry, Wichita, KS 67213

as Principal, hereinafter called the Principal, and Atlantic Specialty Insurance Company

605 Highway 169 North, Suite 800, Plymouth, MN 55441

a corporation duly organized under the laws of the State of NY
as Surety, hereinafter called the Surety, are held and firmly bound unto Garden City Unified School District #457

1205 Fleming St., Garden City, KS 67846

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars ($ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Garden City High School Water Heater Replacement

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 2nd day of April, 2026

(Witness)

Central Consolidated, Inc.
(Principal) (Seal)

By:
(Title)

Clara Navarro (Witness)

Atlantic Specialty Insurance Company
(Surety) (Seal)

By:
(Title)

Samantha Cuda, Attorney-in-fact

AIA DOCUMENT A310 • BID BOND • AIA © • FEBRUARY 1970 ED • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006

intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Alycia Marie Hoebener, Clara R. Navarro Abela, Desiree E. Westmoreland, Myriah A. Anderson, Samantha Cuda, Todd Alan Rambo**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON D. NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2030

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 2nd day of April, 2026

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

_____
Kara L.B. Barrow, Secretary

This Power of Attorney expires
January 31, 2030

SECTION 00 41 13 - BID FORM – STIPULATED SUM (SINGLE-PRIME CONTRACT)

BID INFORMATION

1.01 BIDDER: TATRO Plumbing Co., Inc.

A. Project Name: Garden City High School Water Heater Replacement

B. Project Location:
   1. 2720 Buffalo Way Blvd., Garden City, Kansas.

C. Owner: Garden City Unified School District #457 Board of Education.

D. Architect: GMCN Architects, Inc.

E. Architect Project Number: 202608

1.02 **CERTIFICATIONS AND BASE BID**

A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by GMCN Architects Inc. and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:
   1. One Hundred Eighteen Thousand Three Hundred Ninety Seven Dollars ($118,397.00).
   2. The above amount includes Allowances specified in 01 21 00 - Allowances.

1.03 BID GUARANTEE

A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the amount constituting five percent (5%) of the Base Bid amount above:
   1. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.04 TIME OF COMPLETION

A. Complete the Work in 66 calendar days from **Commencement Date**.
   (Bidder to enter number of days.) 5/26/2026 - 7/31/2026
   Owner Training to take place the 1st week of August

1.05 ACKNOWLEDGEMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
   1. Addendum No. 1, dated 03/12/2026.
   2. Addendum No. 2, dated N/A.

3. Addendum No. 3, dated N/A.
4. Addendum No. 4, dated N/A.

1.06 CHANGES TO THE WORK

A. Changes in the Work shall be as established in the Contract Documents. The following fees shall be used for lump sum pricing and actual cost pricing of additions and deletions to that Work included in the Bid, namely:
   1. Contractor Work performed by his own forces:
      O&P 15 % **Not-to-Exceed 15%**
   2. Contractor Work performed by other than his own forces:
      O&P 10 % **Not-to-Exceed 10%**
   3. Subcontractor Work performed by his own forces:
      O&P 10 % **Not-to-Exceed 10%**
   4. Subcontractor Work performed by other than his own forces:
      O&P 10 % **Not-to-Exceed 5%**
   5. Percentages for overhead and profit will not be allowed on bond premiums.

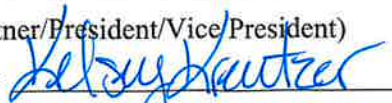
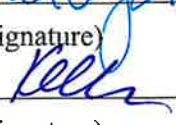
1.07 BID SUPPLEMENTS

A. The following supplements are a part of this Bid Form and are attached hereto.
   1. Bid Form Supplement - Bid Bond Form (AIA Document A310)

1.08 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Finney County and Garden City, Kansas, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.09 SUBMISSION OF BID

A. Respectfully submitted this 2nd day of April, 2026.
B. Submitted By: TATRO Plumbing Co., Inc.
C. (Name of bidding firm or corporation)
D. Authorized Signature:
E. (Handwritten signature)
F. Signed By: Rob Kreutzer
G. (Type or print name)
H. Title: Vice-President
I. (Owner/Partner/President/Vice President)
J. Witness By: 
K. (Handwritten signature)
L. Attest: 
M. (Handwritten signature)
N. Kelly Wright

O. (Type or print name)

P. Title: Chief Information Officer

Q. (Corporate Secretary or Assistant Secretary)

R. Street Address: 1413 W Thompson St.

S. City, State, Zip Garden City, KS 67846

T. Phone: 620.277.2167

U. License No.:

V. Federal ID No.: 48-0864586

1.10 (AFFIX CORPORATE SEAL HERE)

END OF DOCUMENT 004113

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

TATRO Plumbing Co., Inc.
1413 West Thompson Street
Garden City, KS 67846

SURETY:
(Name, legal status and principal place of business)

Endurance American Insurance Company
4 Manhattanville Road
Purchase, NY 10577

OWNER:
(Name, legal status and address)

Garden City Unified School District #457
1205 Fleming Street
Garden City, KS 67846

BOND AMOUNT: $ 5%

Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Water Heater Replacement, Garden City HS

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 24th day of March, 2026

(Witness)

(Witness) Cathy Phan

TATRO Plumbing Co., Inc.
(Principal) *(Seal)*

By:
(Title)

Endurance American Insurance Company
(Surety) *(Seal)*

By:
(Title) Kevin Wojtowicz Attorney-in-Fact

SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTORNEY

9627

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation, a Delaware corporation ('EAC'), Endurance American Insurance Company, a Delaware corporation ('EAIC'), Lexon Insurance Company, a Texas corporation ('LIC'), and/or Bond Safeguard Insurance Company, a South Dakota corporation ('BSIC'), each,** a "Company" and collectively, **"Sompo International,"** do hereby constitute and appoint: **Cathy Phan, Jessica Reno, Kevin Wojtowicz, Matthew Smith, Mia Troxell**
as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million ($100,000,000.00)**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

Endurance Assurance Corporation
By:
Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By:
Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By:
Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By:
Richard Appel; SVP & Senior Counsel

Endurance Assurance Corporation CORPORATE SEAL 2002 DELAWARE

Endurance American Insurance Company CORPORATE SEAL 1996 DELAWARE

LEXON INSURANCE COMPANY CORPORATE SEAL MARCH 16, 1984 STATE OF TEXAS

BOND SAFEGUARD INSURANCE COMPANY A SOUTH DAKOTA INSURANCE COMPANY

ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor
Amy Taylor, Notary Public – My Commission Expires 3/9/27

AMY TAYLOR STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:
   "RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,
   and be it further
   RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds,
   undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 24th day of March, 20 26

By: Daniel S. Lupe, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**
The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – https://www.treasury.gov/resource-center/sanctions/SDN-List.
In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimsAdministration@sompo-intl.com
Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

MEMORANDUM

TO: Board of Education
THRU: Josh Guymon, Superintendent
FROM: Brandon Anderson, Director of Plant Facilities
DATE: 04/03/2026
RE: Consider and Act on bids received for Replacing HVAC Units at Garfield Early Childhood Center.

ISSUE:

The Board of Education is asked to consider and approve the lowest responsible bidder for the proposed scope of replacing the HVAC Units at Garfield Early Childhood Center and allow the Plant Facilities Director to sign all pertinent documents to finish the project.

Director of Plant Facilities, Brandon Anderson will be available to answer questions.

BACKGROUND:

Garfield is next in line to have their HVAC system replaced. The old portion is in bad need of an upgrade and the newer portion of the school, while added in 2009, has been problematic and is creating lots of maintenance costs. We bid this project out with a base bid of the old portion of the school and an alternate for the new portion of the school.

ALTERNATIVES:

Options for the Board.

1. Accept the lowest responsible bid recommended by staff and GMCN for the base bid of the old portion of Garfield.
2. Accept the lowest responsible bidder recommended by staff and GMCN for the base bid of the old portion plus the alternate bid for the newer portion.
3. Take no action.

RECOMMENDATION:

Staff concurs with GMCN and recommends awarding the bid to the lowest responsible bidder who is TATRO Plumbing with a total bid of 898,127 for the base bid plus the alternate. Option #2

FISCAL NOTE:

This project was in the Long-Range Plan with a budget of $1,170,000 for this summer.

ATTACHMENTS:

Service Order 02 with GMCN
Project Manual
Bid Drawings and Spec.
Bids Received
Bid Summary
GMCN Recommendation

AIA® Document B221™ – 2018

Service Order for use with Master Agreement Between Owner and Architect

SERVICE ORDER number 02 made as of the Nineteenth day of December in the year Two Thousand Twenty-Five
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Brandon Anderson
1205 Fleming Street
Garden City, KS 67846
620-805-8704

and the Architect:
(Name, legal status, address, and other information)

GMCN Architects, Inc.
115 E Laurel St.
Garden City, KS 67846
620-276-3244

for the following **PROJECT:**
(Name, location, and detailed description)

Garfield Early Childhood Center HVAC Upgrades
121 W Walnut St.
Garden City, KS 67846

THE SERVICE AGREEMENT
This Service Order, together with the Master Agreement between Owner and Architect dated the Twenty-fourth day of November in the year Two Thousand Twenty-Five
(In words, indicate day, month, and year.)

form a Service Agreement.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Architect's scope of services for the Service Order only and is intended to be used with AIA Document B121™–2018, Standard Form of Master Agreement Between Owner and Architect

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 Unless otherwise provided in an exhibit to this Service Order, this Service Order and the Service Agreement are based on the Initial Information set forth below:
(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget and schedule, anticipated procurement method, Owner's Sustainable Objective, and other information relevant to the Project.)

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

ARTICLE 2 SERVICES UNDER THIS SERVICE ORDER

§ 2.1 The Architect's Services under this Service Order are described below or in an exhibit to this Service Order, such as a Scope of Architect's Services document.

§ 2.1.1 Basic Services
(Describe below the Basic Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)

§ 2.1.1.1 Schematic Design Phase Services

§ 2.1.1.1.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 2.1.1.1.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 2.1.1.1.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 2.1.1.1.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 2.1.1.1.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building

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systems and construction materials shall be noted on the drawings or described in writing.

§ 2.1.1.1.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as an Additional Service under Article 4 of the main service agreement.

§ 2.1.1.1.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 2.1.1.1.6 The Architect shall submit to the Owner an opinion of probable Cost of the Work.

§ 2.1.1.1.7 The Architect shall submit the Schematic Design Documents to the Owner and request the Owner's approval.

§ 2.1.1.2 Design Development Phase Services

§ 2.1.1.2.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 2.1.1.2.2 The Architect shall update the opinion of probable Cost of the Work.

§ 2.1.1.2.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the opinion of probable Cost of the Work, and request the Owner's approval.

§ 2.1.1.3 Construction Documents Phase Services

§ 2.1.1.3.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 2.1.1.5.4.

§ 2.1.1.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 2.1.1.3.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 2.1.1.3.4 The Architect shall update the opinion of probable Cost of the Work.

§ 2.1.1.3.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 2.1.1.4 Procurement Phase Services

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§ 2.1.1.4.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 2.1.1.4.2 Competitive Bidding

§ 2.1.1.4.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 2.1.1.4.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 facilitating the distribution of Bidding Documents to prospective bidders;

.2 organizing and conducting a pre-bid conference for prospective bidders;

.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 2.1.1.4.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 2.1.1.4.3 Negotiated Proposals

§ 2.1.1.4.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 2.1.1.4.3.2 The Architect shall assist the Owner in obtaining proposals by:

.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors;

.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 2.1.1.4.2.1.1.2 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 2.1.1.5 Construction Phase Services

§ 2.1.1.5.1 General

§ 2.1.1.5.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 2.1.1.5.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 2.1.1.5.1.3 Subject to Article 4 of the Master Agreement and except as provided in Section 2.1.1.5.6.5, the Architect's

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responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 2.1.1.5.2 Evaluations of the Work

§ 2.1.1.5.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 2.1.1.5.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 2.1.1.5.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 2.1.1.5.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 2.1.1.5.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 2.1.1.5.3 Certificates for Payment to Contractor

§ 2.1.1.5.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 2.1.1.5.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 2.1.1.5.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 2.1.1.5.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 2.1.1.5.4 Submittals

§ 2.1.1.5.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or

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withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 2.1.1.5.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 2.1.1.5.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 2.1.1.5.4.4 Subject to Article 4 of the Master Agreement, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 2.1.1.5.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 2.1.1.5.5 Changes in the Work

§ 2.1.1.5.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Article 4 of the Master Agreement, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 2.1.1.5.5.2 The Architect shall maintain records relative to changes in the Work.

§ 2.1.1.5.6 Project Completion

§ 2.1.1.5.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 2.1.1.5.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 2.1.1.5.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any,

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for final completion or correction of the Work.

§ 2.1.1.5.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 2.1.1.5.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

§ 2.1.2 Additional Services

(Describe below the Additional Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)

§ 2.1.2.1 Multiple preliminary designs – Architect shall provide a maximum of three preliminary design options for basic services. Multiple preliminary designs above those maximums shall be considered additional services.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 Unless otherwise provided in an exhibit to this Service Order, the Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

To be Determine

.2 Substantial Completion date:

ARTICLE 4 COMPENSATION

§ 4.1 For Basic Services described under Section 2.1.1, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

Old Area: Sixty-Two Thousand Two Hundred Fifty Dollars ($62,250.00)
New Area: Thirty-Three Thousand Two Hundred Fifty Dollars ($33,250.00)
Total Fee: Ninety-Five Thousand Five Hundred Dollars ($95,500.00)

.2 Percentage Basis
(Insert percentage value)

( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 4.4.

.3 Other
(Describe the method of compensation)

§ 4.2 For Additional Services described under Section 2.1.2 or in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:
(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

§ 4.3 For Reimbursable Expenses described in the Master Agreement, the Architect shall be compensated in accordance

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with the Master Agreement unless otherwise set forth below:
(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

§ 4.4 When compensation identified in Section 4.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

ARTICLE 5 INSURANCE

§ 5.1 Insurance shall be in accordance with section 3.3 of the Master Agreement, except as indicated below:
(Insert any insurance requirements that differ from those stated in the Master Agreement, such as coverage types, coverage limits, and durations for professional liability or other coverages.)

§ 5.2 In addition to insurance requirements in the Master Agreement, the Architect shall carry the following types of insurance.
(List below any other insurance coverage to be provided by the Architect, not otherwise set forth in the Master Agreement, and any applicable limits.)

Coverage	Limits

ARTICLE 6 PARTY REPRESENTATIVES

§ 6.1 The Owner identifies the following representative in accordance with Section 1.4.1 of the Master Agreement:
(List name, address, and other information.)

Brandon Anderson
1205 Fleming Street
Garden City, KS 67846
620-805-8704
banderson1@gckschools.com

§ 6.2 The Architect identifies the following representative in accordance with Section 1.5.1 of the Master Agreement:
(List name, address, and other information.)

Nick Nemechek
115 E Laurel St.
Garden City, KS 67846
620-276-3244
nnemechek@gmcnarchitects.com

ARTICLE 7 ATTACHMENTS AND EXHIBITS

§ 7.1 The following attachments and exhibits, if any, are incorporated herein by reference:

.1 AIA Document, B121™-2018, Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders;

.2 Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement.)

.3 Other documents:
(List other documents, if any, including additional scopes of service forming part of this Service Order.)

This Service Order entered into as of the day and year first written above.

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User Notes: (694551d2316a919af5bc62bd)

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
Brandon Anderson P.F. Director	BY: R Clark Simpson, Senior Principal Architect
(Printed name and title)	*(Printed name, title, and license number if required)*

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User Notes:
(694551d2316a919af5bc62bd)

Bid Tabulation for

Garfield Early Childhood Center HVAC Upgrades

USD #457 Garden City Schools

Thursday, April 2, 2026

	Central Consolidated	Tatro
Base Bid	$493,480.00	$482,567.00
Alternate Price		
A-1: HVAC in Area "A"	$446,420.00	$415,560.00
Total Bid With Alternate	**$939,900.00**	**$898,127.00**
Number of Calendar days to Complete Work	108	66
Number of Addenda Received	2	2
Bid Bond	Yes	Yes

SECTION 00 41 13 - BID FORM – STIPULATED SUM (SINGLE-PRIME CONTRACT)

BID INFORMATION

1.01 BIDDER: TATRO Plumbing Co., Inc.

A. Project Name: Garfield Early Childhood Center HVAC Upgrades

B. Project Location:
   1. 121 W. Walnut Street, Garden City, Kansas.

C. Owner: Garden City Unified School District #457 Board of Education.

D. Architect: GMCN Architects, Inc.

E. Architect Project Number: 202536

1.02 CERTIFICATIONS AND BASE BID **Area B ONLY**

A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by GMCN Architects Inc. and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:
   1. Four Hundred Eighty Two Thousand Five Hundred Sixty Seven Dollars ($482,567.00).
   2. The above amount includes Allowances specified in 01 21 00 - Allowances.

1.03 BID GUARANTEE

A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the amount constituting five percent (5%) of the Base Bid amount above:
   1. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.04 TIME OF COMPLETION

A. If this Bid is accepted we will:

B. Complete the Work in 66 calendar days from **Commencement Date.**
   (Bidder to enter number of days.) 5/26/2026 - 7/31/2026
   Owner Training to take place the 1st week of August

1.05 ACKNOWLEDGEMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated 3/25/26.
2. Addendum No. 2, dated 3/30/26.
3. Addendum No. 3, dated N/A.
4. Addendum No. 4, dated N/A.

1.06 ALTERNATE BIDS

A. The undersigned agrees, if awarded the contract, to perform the work of any Alternate Bids selected by the Owner according to the same contract amount to be adjusted for each Alternate Bid accepted as follows:

B. **ALTERNATE BID NO. A-1**: Removal and Replacement of HVAC in 2009 Addition (Area "A"):

1. Four Hundred Fifteen Thousand Five Hundred Sixty Dollars ($415,560).
2. The Owner may not initially accept the cost of this Alternate Bid upon signing of the Contract. The Bidder shall honor the cost of this Proposal for a minimum of 30 days after the contract has been signed.

Total Project Price (Area A & B Combined) - $898,127.00

1.07 CHANGES TO THE WORK

A. Changes in the Work shall be as established in the Contract Documents. The following fees shall be used for lump sum pricing and actual cost pricing of additions and deletions to that Work included in the Bid, namely:

1. Contractor Work performed by his own forces:
   O&P 15 % **Not-to-Exceed 15%**
2. Contractor Work performed by other than his own forces:
   O&P 10 % **Not-to-Exceed 10%**
3. Subcontractor Work performed by his own forces:
   O&P 10 % **Not-to-Exceed 10%**
4. Subcontractor Work performed by other than his own forces:
   O&P 5 % **Not-to-Exceed 5%**
5. Percentages for overhead and profit will not be allowed on bond premiums.

1.08 BID SUPPLEMENTS

A. The following supplements are a part of this Bid Form and are attached hereto.
   1. Bid Form Supplement - Bid Bond Form (AIA Document A310)

1.09 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Finney County and Garden City, Kansas, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.10 SUBMISSION OF BID

A. Respectfully submitted this 2 day of April, 2026.

B. Submitted By: TATRO Plumbing Co., Inc.

C. (Name of bidding firm or corporation)

D. Authorized Signature: [signature]

E. (Handwritten signature)

F. Signed By: Rob Kreutzer

G. (Type or print name)

H. Title: Vice President

I. (Owner/Partner/President/Vice President)

J. Witness By: [signature]

K. (Handwritten signature)

L. Attest: [signature]

M. (Handwritten signature)

N. Tonja Bernbeck

O. (Type or print name)

P. Title: Secretary / Treasurer

Q. (Corporate Secretary or Assistant Secretary)

R. Street Address: 1413 W Thompson St

S. City, State, Zip Garden City, KS 67846

T. Phone: 620.277.2167

U. License No.:

V. Federal ID No.: 48-0864586

1.11 (AFFIX CORPORATE SEAL HERE)

END OF DOCUMENT 004113

Docusign Envelope ID: EB24C029-92E8-8FD9-80A6-861B90624A6E

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Tatro Plumbing Co Inc
1413 W. Thomspon St
GARDEN CITY, KS 67848

SURETY:
(Name, legal status and principal place of business)

Pennsylvania Insurance Company
10805 Old Mill Road
Omaha, Nebraska 68154

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

Garden City Unified School District #457
1205 Flemming St
Garden City, KS 67846

BOND AMOUNT: 5% (FIVE PERCENT)

PROJECT:
(Name, location or address, and Project number, if any)

Garfield Early Childhood Center HVAC Upgrades
121 W. Walnut Street
Garden City, KS 67846

Garfield Early Childhood Center HVAC Upgrades
Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 1st day of April 2026

Signed by: Robert J Kreutzer
AF6478CB5B28412...

Kelsey Kreutzer
(Witness)

(Principal) Robert J Kreutzer *(Seal)*

Vice President
(Title)

DocuSigned by: John Tomassi
8FA46802841B4AB...

Tanja Berenbeen
(Witness)

(Surety) Pennsylvania Insurance Company *(Seal)*

John Tomassi - Attorney in Fact
(Title)

By arrangement with the AIA Contract Documents Program and ACD Operations, LLC, NASBP (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

Docusign Envelope ID: EB24C029-92E8-8FD9-80A6-861B90624A6E

California Insurance Company · Continental Indemnity Company · Illinois Insurance Company · Pennsylvania Insurance Company

10805 Old Mill Road · Omaha, Nebraska 68154

POWER OF ATTORNEY NO. OPENYC01_0323

KNOW ALL MEN BY THESE PRESENTS: That the California Insurance Company, duly organized and existing under the laws of the State of California and having its principal office in the County of San Mateo, California, and Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, corporations duly organized and existing under the laws of the State of New Mexico and having their principal office in the County of Santa Fe, New Mexico does herby nominate, constitute and appoint:

John R. Tomassi

Its true and lawful agent and attorney-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee) provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

"Unlimited"

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of **California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company.**

"RESOLVED, That the President, Senior Vice President, Vice President, Assisted Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney of the Company, qualifying the attorney or attorneys named in given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the **California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company,** all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, **California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company,** has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer the 16th day of August 2023.

California Insurance Company, Continental Indemnity Company,
Illinois Insurance Company, Pennsylvania Insurance Company

By _____
Jeffrey A. Silver, Secretary

STATE OF NEBRASKA
COUNTY OF DOUGLAS SS:

On this 16th day of August A.D. 2023, before me a Notary Public of the State of Nebraska, in and for the County of Douglas, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Douglas, the day and year first above written.

GENERAL NOTARY - State of Nebraska
LINDA S. DAVIS
My Comm. Exp. September 1, 2027

_____
(Notary Public)

I, the undersigned Officer of the **California Insurance Company,** a California Corporation of Foster City, California, **Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company,** New Mexico Corporations of Santa Fe, New Mexico, do herby certify that the original POWER OF ATTORNEY of which the foregoing is full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the _____ day of _____, 2023

_____
Jeffrey A. Silver, Secretary

SECTION 00 41 13 - BID FORM – STIPULATED SUM (SINGLE-PRIME CONTRACT)

BID INFORMATION

1.01 BIDDER: Central Consolidated, Inc.

A. Project Name: Garfield Early Childhood Center HVAC Upgrades

B. Project Location:
   1. 121 W. Walnut Street, Garden City, Kansas.

C. Owner: Garden City Unified School District #457 Board of Education.

D. Architect: GMCN Architects, Inc.

E. Architect Project Number: 202536

1.02 **CERTIFICATIONS AND BASE BID**

A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by GMCN Architects Inc. and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:
   1. Four Hundred Ninety-Three Thousand Four Hundred Eighty Dollars ($ 493,480.00).
   2. The above amount includes Allowances specified in 01 21 00 - Allowances.

1.03 BID GUARANTEE

A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the amount constituting five percent (5%) of the Base Bid amount above:
   1. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.04 TIME OF COMPLETION

A. If this Bid is accepted we will:

B. Complete the Work in 108 calendar days from **Commencement Date.**
   (Bidder to enter number of days.)

1.05 ACKNOWLEDGEMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated 3/25/2026.
2. Addendum No. 2, dated 3/30/2026.
3. Addendum No. 3, dated _____.
4. Addendum No. 4, dated _____.

1.06 ALTERNATE BIDS

A. The undersigned agrees, if awarded the contract, to perform the work of any Alternate Bids selected by the Owner according to the same contract amount to be adjusted for each Alternate Bid accepted as follows:

B. **ALTERNATE BID NO. A-1**: Removal and Replacement of HVAC in 2009 Addition (Area "A"):

1. _____Dollars ($_____).
2. The Owner may not initially accept the cost of this Alternate Bid upon signing of the Contract. The Bidder shall honor the cost of this Proposal for a minimum of 30 days after the contract has been signed.

1.07 CHANGES TO THE WORK

A. Changes in the Work shall be as established in the Contract Documents. The following fees shall be used for lump sum pricing and actual cost pricing of additions and deletions to that Work included in the Bid, namely:

1. Contractor Work performed by his own forces:
   O&P 15 % **Not-to-Exceed 15%**
2. Contractor Work performed by other than his own forces:
   O&P 10 % **Not-to-Exceed 10%**
3. Subcontractor Work performed by his own forces:
   O&P 10 % **Not-to-Exceed 10%**
4. Subcontractor Work performed by other than his own forces:
   O&P 5 % **Not-to-Exceed 5%**
5. Percentages for overhead and profit will not be allowed on bond premiums.

1.08 BID SUPPLEMENTS

A. The following supplements are a part of this Bid Form and are attached hereto.
   1. Bid Form Supplement - Bid Bond Form (AIA Document A310)

1.09 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Finney County and Garden City, Kansas, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.10 SUBMISSION OF BID

A. Respectfully submitted this 2nd day of April, 2026.

B. Submitted By: Central Consolidated, Inc.

C. (Name of bidding firm or corporation)

D. Authorized Signature: _____

E. (Handwritten signature)

F. Signed By: Alex Gilmore

G. (Type or print name)

H. Title: Chief Estimator

I. (Owner/Partner/President/Vice President)

J. Witness By: _____

K. (Handwritten signature)

L. Attest: _____

M. (Handwritten signature)

N. Taylor Creighton

O. (Type or print name)

P. Title: Mechanical Estimator

Q. (Corporate Secretary or Assistant Secretary)

R. Street Address: 3435 W Harry St

S. City, State, Zip Wichita, KS 67213

T. Phone: (316) 945-0797

U. License No.: M09286 / P09287

V. Federal ID No.: 47-5590240

1.11 (AFFIX CORPORATE SEAL HERE)

END OF DOCUMENT 004113

TOGETHER WE'RE SMARTER | CENTRAL CONSOLIDATED INC

Quote

4/1/2026
Quotation #5333

Job Name: USD 457 Garfield Early Childhood Center HVAC Upgrades
Location: 121 W Walnut St, Garden City, KS
Documents: Plans and specifications as provided by GMCN Architects and Integrated Consulting Engineers dated 3/10/2026. Addendums 1 and 2 acknowledged.

Notes Regarding Proposal:

- Due to the current volatility in commodity material costs that underlies our pricing, CCI's proposal will expire **60 days** from the date above. After that period, CCI's pricing is subject to adjustment to reflect any increase in commodity material costs at the time of acceptance
- CCI shall not be held liable for delays in equipment or materials due to imposed tariffs
- CCI has not included for material price escalation due to imposed tariffs. Should we be made aware of any increases, we will notify the owner immediately

Work Included in Base Bid:

- Remove twenty (20) existing rooftop units – curbs to be reused
- Furnish and install twenty (20) rooftop units on existing curbs (curb adapters where required)
- Disconnect and rework natural gas piping to new units as necessary
- Condensate traps at each rooftop unit to spill direct to roof
- Test, adjust, and balance by QTAB
- Building automated controls by C&C Group
- Electrical as indicated
- $25,000.00 owner's contingency

Work Included in Alternate #1:

- Remove twenty-one (21) existing rooftop units – curbs to be reused
- Demolition and removal of four (4) mini split systems and associated linesets – condensate to remain for reuse
- Furnish and install twenty-one (21) rooftop units on existing curbs (curb adapters where required)
- Furnish and install four (4) mini split systems
- Disconnect and rework natural gas piping to new units as necessary
- Condensate traps at each rooftop unit to spill direct to roof
- Refrigerant linesets for new mini split systems – assumed to reuse existing roof penetrations
- Test, adjust, and balance by QTAB
- Building automated controls by C&C Group
- Electrical as indicated
- Resealing of roof penetrations by DV Douglass

Project-Specific Exclusions:

- Sales tax
- Material and equipment price escalation due to imposed tariffs

- Overtime and shiftwork
- Fire sprinkler and suppression

Central Consolidated Typical Exclusions:

- Design, engineering, or design assistance
- CCI has not included any engineering for pipe supports labeled as "delegated design." CCI is not the engineer of record and therefore has not included any engineering costs. We have included industry-standard hangers for mechanical systems only. If special hangers are needed then these will be designed by others and CCI will price once the design is complete. These include but are not limited to the following: additional structural steel, slides, guides, restraints, spring hangers, or process piping hangers
- Taking the lead on BIM coordination and incorporating other trades into the BIM model
- Other trades will provide CAD-compatible drawings for coordination
- LEED construction factors
- Seismic restraints
- Loss of time in our schedule due to delays by others or assigned equipment delivery days
- Temporary construction, job site utilities (to trailers or the work area), or consumption costs
- Trailer utility costs (CCI will pay for telephone/internet service to our job site trailers only)
- Building utility services that extend more than 5' past the building line
- Gas meters providing primary service (assumed to be installed by the utility provider)
- Overtime or shift work
- Re-routing, repair, or relocation of any existing utilities
- Lawn irrigation shut down, demolition, or repair
- SWPPP, dewatering, work area, and/or site drainage
- Sub-soil membrane fabric installation, removal, or concrete work for foundation drainage systems
- Excavation, pipe bedding, backfill, and fine grading are included. The proposal assumes soil excavation with no obstructions. In the case of any obstructions/rocks encountered, we will notify Owner immediately
- Latent or later determined required work in slabs, walls, ceilings, or concealed spaces
- Building ceilings, fire protection systems, lighting removal, storage, reinstallation, and repairs
- Roof, storm, sanitary, gas, or under slab piping not shown or assigned
- Painting or paint preparation (we will provide touch-up paint of our assigned new equipment if it is needed)
- Abatement of asbestos, lead, or other hazardous materials
- Modification of existing systems to bring them up to the current code
- Louvers not specifically listed in the scope inclusions
- In-wall louver framing, lintels, or new opening demolition
- Duct lagging or any other type of lagging/gypsum board work
- Blank-offs between slot diffusers
- Duct cleaning (CCI will maintain LEED quality IAQ by cleaning our duct after we build it, sealing it before it ships, and maintaining that seal throughout construction)
- Fume or lab hoods, unknown piping connections, or exhaust
- Loose VFDs, starters, and disconnects for equipment not integral to the equipment

- VFD motor interference and bearing protection
- Receiving, unloading, handling, storage, or installation of owner-furnished equipment
- Any valves that are not specified or shown on the drawings
- QA/QC (we will pressure test our piping and ductwork only as necessary)
- Orientation or special training lost time of site training for craft workers to be on site
- Fingerprinting, background checks, or other security clearance items
- Composite crew cleanup participation (CCI will do the daily cleanup of our waste)
- Short or long-term maintenance on equipment
- Third party commissioning

General Proposal Clarifications:

- CCI warrants all materials and workmanship provided in the work performed under this contract to be free from defects for a period of (1) one year from the date of substantial completion. CCI shall repair or replace, at no cost to the Owner, any defects discovered within that timeframe upon written notice
- All stated lead times are based on the best information available at the time of bid – subject to change
- The work will be performed on a normal 40-hour work week – five (5) 8-hour days or four (4) 10-hour days
- Proposal is conditioned upon prompt award of the project contract, in enough time to allow approval of submittals and procurement of materials and equipment to meet the project schedule
- This proposal is conditioned upon a three-week mobilization period between written Notice to Proceed and any on-site activities
- We assume we will be given clean access to the work; given in a sequential and methodical order that does not restrict the flow of work. should the flow of the project reflect otherwise, CCI reserves the right to a pricing adjustment that reflects costs associated with such a change in project work conditions
- The digital backgrounds for architectural, structural, fire protection, and electrical are to be furnished to CCI at no charge in AutoCAD format and Revit, when available
- While on-site, CCI will provide a full-time superintendent
- Cost for a part-time project manager is included
- Fabrication and field shop drawings are included
- We will provide fire caulking for our penetrations only. No acoustical caulking
- Due to the current volatility in commodity material costs that underlies our pricing, CCI's proposal will expire 60 days from the date above. After that period, CCI's pricing is subject to adjustment to reflect any increase in commodity material costs at the time of acceptance
- CCI reserves the right to review and approve all contract conditions as a condition of this proposal offer. CCI's proposal is an offer expressly conditioned upon the parties reaching mutually agreeable contract terms, including but not limited to a waiver of or reasonable cap on liability for any consequential damages from any source. Any language in the contract that purports to exclude or supersede the conditions of this project is expressly rejected
- Payment Terms: 10% Invoiced at Contract Execution – net 30 days. Balance Invoiced as Progress Payments – net 30 days
- CCI will promptly submit pricing for any changes, modifications, or additions to the scope of work set out in this proposal. CCI will not be required to proceed with any

billing period in which the work is performed and will be due and paid within 30 days. CCI's proposal is expressly conditioned upon the acceptance of this provision and this provision is incorporated by reference into any applicable contract documents and supersedes any provision to the contrary in those contract documents

- CCI and Customer agree that an extension of time is appropriate if CCI's work is impacted or delayed under a Force Majeure Event. A Force Majeure Event means an unforeseen event or circumstances beyond the control of an affected Party, and which is not caused by an act or omission of a Party, which results in a delay in, or total or partial failure of, the performance of the affected Party (other than in the obligation to make payments) after that Party has taken every reasonable step, including reasonable expenditures of money, to remedy, avoid, or limit the impact of the event
- Force Majeure Events include Acts of God, severe and unforeseeable weather conditions, earthquakes that cause material damages to the structure requiring an engineering assessment of the damages before continued use of the facility or continuation of the Work, war and ire or explosions other than from construction equipment or supplies under the control of CCI. Public health emergencies (including, but not limited to, epidemics and pandemics), declared by a governmental agency shall be treated as Force Majeure Events. Force Majeure Events do not include (i) shortage of, inability to obtain, or increased cost of labor, equipment, materials, or transportation, (ii) local strikes, lock-outs, or other industrial disputes or actions between either party and its or their employees, (iii) insolvency or change in economic circumstances, (iv) change in market conditions, (v) changes in laws or regulations affecting the performance of the work that should have been foreseeable or anticipated or that are part of the ordinary cost of doing business, or (vi) events involving a previous or existing condition at or before the Effective Date

Sales Tax: **None** Bond: **Included**
The quotation is good for **60** days.

Delivery:
Time Extension:

Approved For: _____
By: _____
Date: _____
P.O.#_____

Respectfully Submitted,

Alex Gilmore

Alex Gilmore, Estimator
Central Consolidated Inc.

THIS QUOTE IS BASED ON A 5% RETAINAGE AS OUTLINED PER "HOUSE SUBSTITUTE SENATE BILL NO. 377".
THIS QUOTE IS STAND-ALONE, NO LEGAL REVIEW OF THE SUBCONTRACT HAS BEEN QUALIFIED TO DATE. THIS QUOTE IS PROPRIETARY AND NOT FOR DISCLOSURE OR USE WITHOUT WRITTEN CONSENT OF CENTRAL CONSOLIDATED Inc

KNOW ALL MEN BY THESE PRESENTS, that we Central Consolidated, Inc.

3435 West Harry, Wichita, KS 67213

as Principal, hereinafter called the Principal, and Atlantic Specialty Insurance Company

605 Highway 169 North, Suite 800, Plymouth, MN 55441

a corporation duly organized under the laws of the State of NY
as Surety, hereinafter called the Surety, are held and firmly bound unto Garden City Unified School District #457

1205 Fleming St., Garden City, KS 67846

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars ($ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

USD 457 Garfield Early Childhood Center HVAC Upgrades

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 2nd day of April, 2026

(Witness)

Central Consolidated, Inc.
(Principal) (Seal)

By:
(Title)

Clara Navarro (Witness)

Atlantic Specialty Insurance Company
(Surety) (Seal)

By:
(Title)

Samantha Cuda, Attorney-in-fact

AIA DOCUMENT A310 • BID BOND • AIA ® • FEBRUARY 1970 ED • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006

intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Alycia Marie Hoebener, Clara R. Navarro Abela, Desiree E. Westmoreland, Myriah A. Anderson, Samantha Cuda, Todd Alan Rambo**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON D. NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2030

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 2nd day of April 2024

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

_____
Kara L.B. Barrow, Secretary

This Power of Attorney expires
January 31, 2030

GMCN
ARCHITECTS ▪ PLANNERS

April 2, 2026

Recommendation

Brandon Anderson
Garden City Schools - USD 457
1205 Fleming Street
Garden City, KS 67846

RE: Garfield Early Childhood Center HVAC Replacement Project

Dear Brandon,

GMCN issued construction drawings and specifications to replace the HVAC system at Garfield Early Childhood Center on March 10, 2026. On Tuesday, March 24, 2026, we held a Pre-Bid meeting at the project site to allow bidders to walk the site and review existing conditions. Two addendums on this project were issued by our office to clarify any items the roofing contractors had inquired about. The Bid was broken down into Base Bid, Area B (Older Portion of the building); and Alternate A-1, Area A (2009 addition). On April 2, 2026, there was a public bid opening held at the Education Service Center. There were two bids submitted by Central Consolidated and Tatro Plumbing. The bids were opened at 2:00 p.m. Tatro Plumbing was the apparent low bidder on both the base bid and alternate bids. The budget GMCN proposed for this project was $1,170,000 (budget included both sections of the building). Tatro Plumbing's combined bid for both sections of the building was $898,127.

As we had two qualified Contractors bid the project, GMCN recommends contracting with the apparent low bidder, Tatro Plumbing to complete this work.

Please do not hesitate to call me with any questions or concerns. We appreciate the opportunity to serve USD #457 once again.

Sincerely,
GMCN Architects

Nick Nemechek
President

115 E. LAUREL ST ▪ GARDEN CITY, KS 67846 ▪ 120 N. 4th St. Suite B/D ▪ MANHATTAN, KS 66502
P: (620) 276-3244 ▪ www.gmcnarchitects.com

GMCN Architects, Inc.
115 E. LAUREL ST ■ GARDEN CITY, KS 67846 ■ P: (620) 276-3244 ■ www.gmcnarchitects.com

HVAC UPGRADES TO
GARFIELD EARLY CHILDHOOD CENTER

316

GARDEN CITY SCHOOLS
UNIFED SCHOOL DISTRICT #457

Project No. 202536
March 10, 2026

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SECTION 00 01 01 - PROJECT TITLE PAGE

PROJECT MANUAL

GARFIELD EARLY CHILDHOOD CENTER HVAC UPGRADES

GARDEN CITY SCHOOLS USD #457

1205 FLEMING STREET

GARDEN CITY, KANSAS 67846

DATE: MARCH 10, 2026

ARCHITECT PROJECT NO. 202536

PREPARED BY:

GMCN ARCHITECTS, INC.

115 EAST LAUREL STREET

GARDEN CITY, KANSAS 67846

PHONE: 620-276-3244

FAX: 620-276-6249

WEB SITE: WWW.GMCNARCHITECTS.COM

END OF SECTION 00 01 01

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SECTION 00 01 02 - PROJECT INFORMATION

PART 1 GENERAL

1.01 PROJECT IDENTIFICATION

A. Project Name: Garfield Early Childhood Center HVAC Upgrades located at:
   1. 121 W. Walnut Street, Garden City, Kansas 67846

B. The Owner, hereinafter referred to as Owner: Garden City Unified School District #457

C. Owner's Rep: - Brandon Anderson, Facility Director, USD #457
   1. Phone: (940) 521-2301
   2. E-mail: banderson1@gckschools.com

1.02 PROJECT DESCRIPTION

A. Summary Project Description:
   1. Garfield Early Childhood Center:
      a. Project will consist of HVAC Upgrades as shown on drawings.

1.03 PROJECT CONSULTANTS

A. The Architect, hereinafter referred to as Architect: GMCN Architects, Inc.
   1. Contact: Nick Nemechek
   2. Address: 115 E Laurel.
   3. City, State, Zip: Garden City, KS 67846.
   4. Phone: 620-276-3244.
   5. E-mail: nnemechek@gmcnarchitects.com.

1.04 PROCUREMENT TIMETABLE

A. Pre-Bid Meeting: March 24, 2026 at 2:00 p.m.

B. Last Request for Substitution Due: March 12, 2025 before 12:00 p.m. local time.

C. Last Request for Information Due: March 12, 2025 before [CHOICE TEXT]2:00 p.m. local time.

D. Bid Due Date: April 2, 2026, before 2:00 p.m. local time.

E. Contract Time: To be stated in bid documents.

F. Required Construction Start: Not before May 26, 2026.

G. The Owner reserves the right to change the schedule or terminate the entire procurement process at any time.

1.05 PROCUREMENT DOCUMENTS

A. Documents may be viewed at Architects Share File Web Site with express permission from the Architect..

1.06 BID SECURITY

A. Bids shall be accompanied by a security deposit as follows:
   1. Bid Bond of a sum no less than 5 percent of the Bid Amount on AIA A310 Bid Bond Form.
   2. Certified check in the amount of 5 percent of the Bid Amount.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 00 01 02

SECTION 00 11 13 - ADVERTISEMENT FOR BIDS

PROJECT INFORMATION

1.01 NOTICE TO BIDDERS: QUALIFIED BIDDERS MAY SUBMIT BIDS FOR PROJECT AS DESCRIBED IN THIS DOCUMENT. SUBMIT BIDS ACCORDING TO THE INSTRUCTIONS TO BIDDERS.

A. Project Identification: **Garfield Early Childhood Center HVAC Upgrades**
   1. Project Location:
      a. Garfield Early Childhood Center, 121 W. Walnut Street, Garden City, Kansas 67846

B. Owner: U.S.D. #457 Board of Education
   1. Owner's Representative:
      a. **Brandon Anderson, Facility Director, USD #457**
      b. **E-Mail**: banderson1@gckschools.com
      c. **Phone**: (940) 521-2301

C. Architect Representative: Nick Nemechek, GMCN Architects, Inc., 115 East Laurel Street, Garden City, Kansas 67846, Phone 620-276-3244.

D. Project Description:
   1. Project will consist HVAC Upgrades as shown on drawings.

E. Construction Contract: Stipulated Sum Single Prime Contract Bids will be received for the Work.

1.02 BID SUBMITTAL AND OPENING

A. Owner will receive sealed lump sum bids until the bid time and date at the location given below. Owner will consider bids prepared in compliance with the Instructions to Bidders issued by Owner, and delivered as follows:
   1. **Bid Date: April 2, 2026**
   2. **Bid Time: 2:00 p.m., local time.**
   3. **Location: USD #457 ESC, 1205 Fleming Street, Garden City, Kansas 67846.**

B. Bids will be publicly opened.

1.03 BID SECURITY

A. Bid security shall be submitted with each bid in the amount of **5** percent of the bid amount. No bids may be withdrawn for a period of **60** days after opening of bids. Owner reserves the right to reject any and all bids and to waive informalities and irregularities.

1.04 PREBID MEETING

A. Pre-bid Meeting:
   1. **Location: 121 W. Walnut Street., Garden City, Kansas 67846.**
   2. **Date: March 24, 2026**
   3. **Time: 2:00 p.m., local time**
   4. **Note: Prospective prime bidders are required to attend.**

1.05 DOCUMENTS

A. Online Procurement and Contracting Documents: Bidders may view the Contract Documents online, and/or download copies free of charge, from the Project Architect's website. Contact the Architect as noted below to obtain website access information.
   1. Send email to nnemechek@gmcnarchitects.com to register and a link will be sent for download.

1.06 TIME OF COMPLETION AND LIQUIDATED DAMAGES

A. The successful bidder shall begin the Work on receipt of the Notice to Proceed and shall complete the Work within the Contract Time. **Work is subject to Liquidated Damages at the rate of $250.00 per day.**

B. It is the intent of the Owner to open the Bids on April 2, 2026. The Board of Education will hold a meeting on April 13, 2026 to discuss the Bids and to provide a recommendation at that time.

1.07 BIDDER'S QUALIFICATIONS

A. Contractors licensed in the City Garden City of and the State of Kansas, in good standing and able to provide required insurance and bonding will be allowed to bid the project.

B. Sub-Bidders must be properly licensed under the laws governing their respective trades and be able to obtain insurance and bonds required for the Work.

C. A Performance Bond, separate Labor and Material Payment Bond, and Insurance in a form acceptable to Owner will be required of the successful Bidder.

1.08 NOTIFICATION

A. This Advertisement for Bids document is issued by GMCN Architects, Inc.

END OF DOCUMENT 001113

SECTION 00 21 13 - INSTRUCTIONS TO BIDDERS

SUMMARY

1.01 SEE AIA A701, INSTRUCTIONS TO BIDDERS FOLLOWING THIS DOCUMENT.

END OF SECTION 00 21 13

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AIA® Document A701® – 2018

Instructions to Bidders

for the following Project:
(Name, location, and detailed description)

Garfield Early Childhood Center HVAC Upgrades
121 W Walnut Street
Garden City, KS 67846

THE OWNER:
(Name, legal status, address, and other information)

Garden City Schools USD 457
1205 Fleming Street
Garden City, KS 67846
620-805-8704

THE ARCHITECT:
(Name, legal status, address, and other information)

GMCN Architects, Inc.
115 E Laurel St.
Garden City, KS 67846
620-276-3244

TABLE OF ARTICLES

1 DEFINITIONS

2 BIDDER'S REPRESENTATIONS

3 BIDDING DOCUMENTS

4 BIDDING PROCEDURES

5 CONSIDERATION OF BIDS

6 POST-BID INFORMATION

7 PERFORMANCE BOND AND PAYMENT BOND

8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™–2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

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ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

.1 the Bidder has read and understands the Bidding Documents;

.2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;

.3 the Bid complies with the Bidding Documents;

.4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;

.1 The bidder has investigated all required fees, permits, and regulatory requirements of authorities having jurisdiction and has properly included in the submitted bid the cost of such fees, permits, and requirements not otherwise indicated as provided by Owner.

.5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and

.6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

.7 The Bidder is a properly licensed Contractor according to the laws and regulations of the State of Kansas and meets qualifications indicated in the Procurement and Contracting Documents.

.8 The Bidder has incorporated into the Bid adequate sums for work performed by installers whose qualifications meet those indicated in the Procurement and Contracting Documents.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding

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Documents.)

Online Procurement and Contracting Documents: Bidders may view the Contract Documents online, and/or download copies free of charge, from the Project Architect's website. Contact the Architect as noted below to obtain website access information.
Send email to nnemechek@gmcnarchitects.com to register and a link will be sent for download.

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents
§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

3.2.2.1 Submit Bidder's Request for Interpretation using form furnished with electronic bid forms and submitted via email.

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3 Substitutions
§ 3.3.1 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.

§ 3.3.2 Substitution Process
§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of

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approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda may be issued at any time prior to the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

§ 3.4.4.1 Owner may elect to waive the requirement for acknowledging receipt of 3.4.4 Addenda as follows:

.1 Information received as part of the Bid indicates that the Bid, as submitted, reflects modifications to the Procurement and Contracting Documents included in an unacknowledged Addendum.

.2 Modifications to the Procurement and Contracting Documents in an unacknowledged Addendum do not, in the opinion of Owner, affect the Contract Sum or Contract Time.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.

.1 Printable electronic Bid Forms and related documents are available from the Architect

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

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§ 4.1.9 The Bid may include unit prices when called for by the Procurement and Contracting Documents. Owner may elect to consider unit prices in determination of award. Unit prices will be incorporated into the Contract.

§ 4.1.10 Owner may elect to disqualify a bid due to failure to submit a bid in the form requested, failure to bid request alternates or unit prices, failure to complete entries in all blanks in the Bid Form, or inclusion by the Bidder of any alternates, conditions, limitations, or provisions not called for.

§ 4.1.11 Bids shall NOT include sales and use taxes.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:
(Insert the form and amount of bid security.)

Bids shall be accompanied by a security deposit as follows:
Bid Bond of a sum of no less than 5 percent of the Bid Amount on AIA A310 Bid Bond Form.
Certified check in the amount of 5 percent of the Bid Amount.

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning sixty (60) days after the opening of Bids, withdraw its Bid and request the return of its bid security.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:
(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

§ 4.3.2 Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

.1 Include Bidder's Contractor License Number applicable in Project jurisdiction on the face of the sealed bid envelope.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice

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shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

.1 Such modifications to or withdrawal of a bid may only be made by persons authorized to act on behalf of the Bidder. Authorized persons are those so identified in the Bidder's corporate bylaws, specifically empowered by the Bidder's charter or similar legally binding document acceptable to Owner, or by a power of attorney, signed and dated, describing the scope and limitations of the power of attorney. Make such documentation available to the Owner at the time of seeking modifications or withdrawal of the Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:
(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

§ 5.2.1 Owner reserves the right to reject a bid based on Owner's and Architect's evaluation of qualification information submitted following opening of bids. Owner's evaluation of the Bidder's qualifications will include: status of licensure and record of compliance with licensing requirements, record of quality of completed work, record of Project completion and ability to complete, record of financial management including financial resources available to complete Project and record of timely payment of obligations, record of Project site management including compliance with requirements of authorities having jurisdiction, record of and number of current claims and disputes and the status of their resolution, and qualifications of the Bidder's proposed Project staff and proposed subcontractors.

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

§ 6.2 Owner's Financial Capability

A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such

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reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

.1 a designation of the Work to be performed with the Bidder's own forces;

.2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and

.3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

.4 Submit information requested in Sections 6.3.1.1, 6.3.1.2, and 6.3.1.3 no later than two business days following Architect's request.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

.1 Both a Performance Bond and a Payment Bond will be required, each in an amount equal to 100 percent of the Contract Sum.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)

§ 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than ten days after the date of Notice of Intent to Award and no later than the date of execution of the Contract, whichever occurs first. Owner may deem the failure of the Bidder to deliver required bonds within the period of time allowed a default. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

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§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

.4 Building Information Modeling Exhibit, if completed:

.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.7 Addenda:

Number	Date	Pages

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017.)

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

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.9 Other documents listed below:
(List here any additional documents that are intended to form part of the Proposed Contract Documents.)

ARTICLE 9 EXECUTION OF THE CONTRACT

§ 9.1 Subsequent to the Notice of Intent to Award, and within 10 days after the prescribed Form of Agreement is presented to the Awardee for signature, the Awardee shall execute and deliver the Agreement to Owner through Architect, in such number of counterparts as Owner may require.

§ 9.2 Owner may deem as a default the failure of the Awardee to execute the Contract and to supply the required bonds when the Agreement is presented for signature within the period of time allowed.

§ 9.3 Unless otherwise indicated in the Procurement and Contracting Documents or the executed Agreement, the date of commencement of the Work shall be the date of the executed Agreement or the date that the Bidder is obligated to deliver the executed Agreement and required bonds to Owner

§ 9.4 In the event of a default, Owner may declare the amount of the Bid security forfeited and elect to either award the Contract to the next responsible bidder or re-advertise for bids.

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SECTION 00 41 13 - BID FORM – STIPULATED SUM (SINGLE-PRIME CONTRACT)

BID INFORMATION

1.01 BIDDER: _____.

A. Project Name: Garfield Early Childhood Center HVAC Upgrades

B. Project Location:
   1. 121 W. Walnut Street, Garden City, Kansas.

C. Owner: Garden City Unified School District #457 Board of Education.

D. Architect: GMCN Architects, Inc.

E. Architect Project Number: 202536

1.02 **CERTIFICATIONS AND BASE BID**

A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by GMCN Architects Inc. and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:
   1. _____ Dollars ($_____).
   2. The above amount includes Allowances specified in 01 21 00 - Allowances.

1.03 BID GUARANTEE

A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the amount constituting five percent (5%) of the Base Bid amount above:
   1. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.04 TIME OF COMPLETION

A. If this Bid is accepted we will:

B. Complete the Work in _____ calendar days from **Commencement Date**.
   (Bidder to enter number of days.)

1.05 ACKNOWLEDGEMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated _____.
2. Addendum No. 2, dated _____.
3. Addendum No. 3, dated _____.
4. Addendum No. 4, dated _____.

1.06 ALTERNATE BIDS

A. The undersigned agrees, if awarded the contract, to perform the work of any Alternate Bids selected by the Owner according to the same contract amount to be adjusted for each Alternate Bid accepted as follows:

B. **ALTERNATE BID NO. A-1**: Removal and Replacement of HVAC in 2009 Addition (Area "A"):
   1. _____Dollars ($_____).
   2. The Owner may not initially accept the cost of this Alternate Bid upon signing of the Contract. The Bidder shall honor the cost of this Proposal for a minimum of 30 days after the contract has been signed.

1.07 CHANGES TO THE WORK

A. Changes in the Work shall be as established in the Contract Documents. The following fees shall be used for lump sum pricing and actual cost pricing of additions and deletions to that Work included in the Bid, namely:
   1. Contractor Work performed by his own forces:
      O&P ____% Not-to-Exceed 15%
   2. Contractor Work performed by other than his own forces:
      O&P ____% Not-to-Exceed 10%
   3. Subcontractor Work performed by his own forces:
      O&P ____% Not-to-Exceed 10%
   4. Subcontractor Work performed by other than his own forces:
      O&P ____% Not-to-Exceed 5%
   5. Percentages for overhead and profit will not be allowed on bond premiums.

1.08 BID SUPPLEMENTS

A. The following supplements are a part of this Bid Form and are attached hereto.
   1. Bid Form Supplement - Bid Bond Form (AIA Document A310)

1.09 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Finney County and Garden City, Kansas, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.10 SUBMISSION OF BID

A. Respectfully submitted this _____day of _____, 2026.

B. Submitted By: _____

C. (Name of bidding firm or corporation)

D. Authorized Signature: _____

E. (Handwritten signature)

F. Signed By: _____

G. (Type or print name)

H. Title: _____

I. (Owner/Partner/President/Vice President)

J. Witness By: _____

K. (Handwritten signature)

L. Attest: _____

M. (Handwritten signature)

N. _____

O. (Type or print name)

P. Title: _____

Q. (Corporate Secretary or Assistant Secretary)

R. Street Address: _____

S. City, State, Zip _____

T. Phone: _____

U. License No.: _____

V. Federal ID No.: _____

1.11 (AFFIX CORPORATE SEAL HERE)

END OF DOCUMENT 004113

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SECTION 00 50 00 - CONTRACTING FORMS AND SUPPLEMENTS

PART 1 GENERAL

1.01 CONTRACTOR IS RESPONSIBLE FOR OBTAINING A VALID LICENSE TO USE ALL COPYRIGHTED DOCUMENTS SPECIFIED BUT NOT INCLUDED IN THE PROJECT MANUAL.

1.02 AGREEMENT AND CONDITIONS OF THE CONTRACT

A. The Agreement and General Conditions are based on AIA A104.

1.03 FORMS

A. Use the following forms for the specified purposes unless otherwise indicated elsewhere in Contract Documents.

B. Post-Award Certificates and Other Forms:
   1. Application for Payment Forms: AIA G702 with AIA G703 (for Contractors).

C. Closeout Forms:
   1. Certificate of Substantial Completion Form: AIA G704.

1.04 REFERENCE STANDARDS

A. AIA A104 - Standard Abbreviated Form of Agreement Between Owner and Contractor; 2017.

B. AIA G702 - Application and Certificate for Payment; 1992.

C. AIA G703 - Continuation Sheet; 1992.

D. AIA G704 - Certificate of Substantial Completion; 2017.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 00 50 00

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SECTION 00 52 00 - AGREEMENT FORM

PART 1 GENERAL

1.01 FORM OF AGREEMENT

1.02 THE AGREEMENT TO BE EXECUTED IS ATTACHED FOLLOWING THIS PAGE.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 00 52 00

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AIA® Document A104® – 2017

Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as of the Eleventh day of March in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Garden City Schools USD 457
1205 Fleming Street
Garden City, KS 67846
620-805-8704

and the Contractor:
(Name, legal status, address and other information)

for the following Project:
(Name, location and detailed description)

Garfield Early Childhood Center HVAC Upgrades
121 W Walnut Street
Garden City, KS 67846

The Architect:
(Name, legal status, address and other information)

GMCN Architects, Inc.
115 E Laurel St.
Garden City, KS 67846
620-276-3244

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS: The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

DRAFT

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21 CLAIMS AND DISPUTES

EXHIBIT A DETERMINATION OF THE COST OF THE WORK

DRAFT

ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[X] A date set forth in a notice to proceed issued by the Owner.

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[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check the appropriate box and complete the necessary information.)

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[ ] By the following date:

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

[X] Stipulated Sum, in accordance with Section 3.2 below

[ ] Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

[ ] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be ($), subject to additions and deductions as provided in the Contract, including those sums added pursuant to Section 3.2.2 Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.2.2 Unit prices, if any:
(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)
The following unit pricing is agreed to in the event the identified items ___ below, are necessary to complete the Work. In such an event, the total amount charged for each Unit shall be added to the Stipulated Sum.

Item	Units and Limitations	Price per Unit ($0.00)

§ 3.2.3 Allowances, if any, included in the stipulated sum:
(Identify each allowance.)

Item	Price

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§ 3.3 Cost of the Work Plus Contractor's Fee - Not Used

§ 3.3.1

§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price - Not Used

§ 3.4.3 Guaranteed Maximum Price - Not Used

§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.4.3.3

§ 3.4.3.4

§ 3.4.3.5

§ 3.4.3.6

§ 3.4.3.7

§ 3.5 Liquidated damages, if any: None
(Insert terms and conditions for liquidated damages, if any.)

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

§ 4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 4.1.3 Provided that a properly completed and undisputed Application for Payment is received by the Architect not later than the Twenty-Fifth day of a month, the Owner shall, absent extenuation circumstances, make payment of the certified amount to the Contractor not later than the Twenty-Fifth day of the following month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 4.1.4 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold

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retainage from the payment otherwise due as follows:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)

§ 4.1.5 Payments due and unpaid under the Contract shall bear a late payment fee from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of late payment fee agreed upon, if any.)

18.00 % per annum

§ 4.2 Final Payment
§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; and

.3 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

At completion of all work

ARTICLE 5 DISPUTE RESOLUTION
§ 5.1 Binding Dispute Resolution
For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 21.6 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS
§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 6.1.2 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

§ 6.1.3 The Supplementary and other Conditions of the Contract:

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Document	Title	Date	Pages

§ 6.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages

§ 6.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date

§ 6.1.6 The Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

§ 6.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 Other Exhibits:
(Check all boxes that apply.)

[ ] Exhibit A, Determination of the Cost of the Work.

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents.)

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work

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by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 7.2 The Contract
The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 7.3 The Work
The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 7.4 Instruments of Service
Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service
§ 7.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 7.6 Digital Data Use and Transmission
The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 7.7 Building Information Models Use and Reliance
Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.8 Severability
The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 7.9 Notice
§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with a building information modeling exhibit, if completed, or as otherwise set

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forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering Notice in electronic format such as name, title and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 7.9.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 7.10 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 8 OWNER

§ 8.1 Information and Services Required of the Owner

§ 8.1.1 Prior to commencement of the Work, at the written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 8.1.1, the Contract Time shall be extended appropriately.

§ 8.1.2 The Owner shall furnish all necessary surveys and a legal description of the site.

§ 8.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

ARTICLE 9 CONTRACTOR

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

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§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

§ 9.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 9.2 Supervision and Construction Procedures

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

§ 9.3 Labor and Materials

§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 9.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

§ 9.4 Warranty

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3.

§ 9.5 Taxes

The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 9.6 Permits, Fees, Notices, and Compliance with Laws

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time

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bids are received or negotiations concluded.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.7 Allowances

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

§ 9.8 Contractor's Construction Schedules

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

§ 9.9 Submittals

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.9.3 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

§ 9.10 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 9.11 Cutting and Patching

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

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§ 9.12 Cleaning Up
The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project.

§ 9.13 Access to Work
The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 9.14 Royalties, Patents and Copyrights
The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 9.15 Indemnification
§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 10 ARCHITECT
§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 10.3 The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.4 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to

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perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 10.5 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 10.6 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.7 The Architect will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.8 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 10.9 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 12.2 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The

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Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

§ 13.5 Changes to the Work

A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
   a. To Contractor for Work performed by his own forces __% O & P
   b. To Contractor for Work performed by other than his own forces __% O & P
   c. To Subcontractor for Work performed by his own forces __% O & P
   d. To Subcontractor for Work performed by other than own forces __% O & P

   Percentages for overhead and profit will not be allowed on bond premiums.

B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus (0%) of the overhead and profit percentage noted above.

ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price

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pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

§ 15.2 Control Estimate

§ 15.2.1 Where the Contract Sum is the Cost of the Work, plus the Contractor's Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee.

§ 15.2.2 The Control Estimate shall include:

- **.1** the documents enumerated in Article 6, including all Modifications thereto;
- **.2** a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;
- **.3** a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;
- **.4** a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment the Owner's occupancy requirements, and the date of Substantial Completion; and
- **.5** a list of any contingency amounts included in the Control Estimate for further development of design and construction.

§ 15.2.3 When the Control Estimate is acceptable to the Owner and Architect, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

§ 15.2.4 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 15.2.5 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.

§ 15.3 Applications for Payment

§ 15.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 15.3.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

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§ 15.3.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.3.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 15.4 Certificates for Payment

§ 15.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 15.4.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- **.1** defective Work not remedied;
- **.2** third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents.

§ 15.4.4 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

§ 15.5 Progress Payments

§ 15.5.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner.

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§ 15.5.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

§ 15.5.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 15.5.4 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 15.6 Substantial Completion

§ 15.6.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 15.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.6.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 15.7.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from

- **.1** liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

§ 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 16.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 Contractor's Insurance

§ 17.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

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§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) each occurrence, Two Million Dollars and Zero Cents ($ 2,000,000.00) general aggregate, and Two Million Dollars and Zero Cents ($ 2,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;

.2 personal and advertising injury;

.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;

.4 bodily injury or property damage arising out of completed operations; and

.5 the Contractor's indemnity obligations under Section 9.15.

§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 17.1.5 Workers' Compensation at statutory limits.

§ 17.1.6 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars and Zero Cents ($ 500,000.00) each accident, Five Hundred Thousand Dollars and Zero Cents ($ 500,000.00) each employee, and Five Hundred Thousand Dollars and Zero Cents ($ 500,000.00) policy limit.

§ 17.1.7

§ 17.1.8

§ 17.1.9

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Contractor.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

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§ 17.1.13 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 17.1.14 Other Insurance Provided by the Contractor
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits

§ 17.2 Owner's Insurance
§ 17.2.1 Owner's Liability Insurance
The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 17.2.2 Property Insurance
§ 17.2.2.1 The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ 17.2.2.2 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.

§ 17.2.2.3 If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ 17.2.2.4 If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ 17.2.2.5 Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ 17.2.2.6 Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 17.2.2.7 Waiver of Subrogation
§ 17.2.2.7.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-

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subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 17.2.2.7.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 17.2.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 17.2.3 Other Insurance Provided by the Owner
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

§ 17.3 Performance Bond and Payment Bond
§ 17.3.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract.

§ 17.3.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 18 CORRECTION OF WORK
§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

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§ 18.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 19.2 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.6.

§ 19.3 Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 19.4 The Owner's representative:
(Name, address, email address and other information)

Brandon Anderson
1205 Fleming Street
Garden City, KS 67846
(620) 805-8704
(940) 521-2301
banderson1@gckschools.com

§ 19.5 The Contractor's representative:
(Name, address, email address and other information)

§ 19.6 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 Termination by the Contractor

If the Architect fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

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.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts; and a termination fee, if any, as follows:
(Insert the amount of or method for determining the fee payable to the Contractor by the Owner following a termination for the Owner's convenience, if any.)

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

§ 21.2 Notice of Claims

§ 21.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Architect within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 21.2.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.

§ 21.3 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3.

§ 21.4 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 21.5 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree

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otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 21.6 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 21.7 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 21.8 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

§ 21.9 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 21.10 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 21.11 Waiver of Claims for Consequential Damages

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

This Agreement entered into as of the day and year first written above.

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OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
(Printed name and title)	*(Printed name and title)*

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SECTION 01 10 00 - SUMMARY

PART 1 GENERAL

1.01 PROJECT

A. Project Name: Garfield Early Childhood Center HVAC Upgrades

B. Owner's Name: Garden City Unified School District #457.

C. Architect's Name: GMCN Architects, Inc..

D. The Project consists of HVAC Upgrades as shown on drawings.

1.02 CONTRACT DESCRIPTION

A. Contract Type: A single prime contract based on a Stipulated Price as described in Document 00 52 00 - Agreement Form.

1.03 DESCRIPTION OF ALTERATIONS WORK

A. Scope of demolition and removal work is indicated on drawings.

1.04 OWNER OCCUPANCY

A. Owner intends to continue to occupy the existing building during the entire construction period.

B. Owner intends to occupy the Project upon Substantial Completion.

C. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.

D. Schedule the Work to accommodate Owner occupancy.

1.05 CONTRACTOR USE OF SITE

A. Provide access to and from site as required by law and by Owner:
   1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
   2. Do not obstruct roadways, sidewalks, or other public ways without permit.

B. Utility Outages and Shutdown:
   1. Limit shutdown of utility services to four (4) hours at a time, arranged at least 24 hours in advance with Owner.
   2. Prevent accidental disruption of utility services to other facilities.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 10 00

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SECTION 01 21 00 - ALLOWANCES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Contingency allowance.

1.02 CONTINGENCY ALLOWANCE

A. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit will be included in Change Orders authorizing expenditure of funds from this Contingency Allowance.

B. Funds will be drawn from the Contingency Allowance only by Change Order.

C. At closeout of Contract, funds remaining in Contingency Allowance will be credited to Owner by Change Order.

1.03 ALLOWANCES SCHEDULE

A. Contingency Allowance: Include the stipulated sum/price of $25,000.00 for use upon Owner's instructions.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 21 00

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SECTION 01 23 00 - ALTERNATES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Description of Alternates.

1.02 RELATED REQUIREMENTS

A. Document 00 21 13 - Instructions to Bidders: Instructions for preparation of pricing for Alternates.

B. Document 00 43 23 - Alternates Form: List of Alternates as supplement to Bid Form.

C. Document 00 52 00 - Agreement Form: Incorporating monetary value of accepted Alternates.

1.03 ACCEPTANCE OF ALTERNATES

A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in the Owner-Contractor Agreement.

B. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.

1.04 SCHEDULE OF ALTERNATES

A. **Alternate No. 1:** Remove and Replace all units on the 2009 Addition (Area "A")
   1. **Base Bid:** Existing to Remain
   2. **Alternate:** New Unit Replacement in Area "A"

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 23 00

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SECTION 01 25 00 - SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Procedural requirements for proposed substitutions.

1.02 DEFINITIONS

A. Substitutions: Changes from Contract Documents requirements proposed by Contractor to materials, products, assemblies, and equipment.
   1. Substitutions for Cause: Proposed due to changed Project circumstances beyond Contractor's control.
      a. Unavailability.
      b. Regulatory changes.
   2. Substitutions for Convenience: Proposed due to possibility of offering substantial advantage to the Project.
      a. Substitution requests offering advantages solely to the Contractor will not be considered.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
   1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
   2. Agrees to provide the same warranty for the substitution as for the specified product.
   3. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
   4. Waives claims for additional costs or time extension that may subsequently become apparent.

B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.

C. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
   1. No specific form is required. Contractor's Substitution Request documentation must include the following:
      a. Project Information:
         1) Official project name and number, and any additional required identifiers established in Contract Documents.
      b. Substitution Request Information:
         1) Indication of whether the substitution is for cause or convenience.

2) Reference to particular Contract Document(s) specification section number, title, and article/paragraph(s).
3) Description of Substitution.
4) Reason why the specified item cannot be provided.
5) Differences between proposed substitution and specified item.
6) Description of how proposed substitution affects other parts of work.

c. Attached Comparative Data: Provide point-by-point, side-by-side comparison addressing essential attributes specified, as appropriate and relevant for the item:

d. Impact of Substitution:
1) Savings to Owner for accepting substitution.
2) Change to Contract Time due to accepting substitution.

D. Limit each request to a single proposed substitution item.

3.02 SUBSTITUTION PROCEDURES DURING CONSTRUCTION

A. Submit request for Substitution for Cause within 14 days of discovery of need for substitution, but not later than 14 days prior to time required for review and approval by Architect, in order to stay on approved project schedule.

B. Substitution for Convenience will not be considered.

C. Substitutions will not be considered under one or more of the following circumstances:
1. When they are indicated or implied on shop drawing or product data submittals, without having received prior approval.
2. Without a separate written request.
3. When acceptance will require revisions to Contract Documents.

3.03 CLOSEOUT ACTIVITIES

A. See Section 01 78 00 - Closeout Submittals, for closeout submittals.

END OF SECTION 01 25 00

SECTION 01 30 00 - ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. General administrative requirements.

B. Number of copies of submittals.

C. Requests for Interpretation (RFI) procedures.

D. Submittal procedures.

1.02 GENERAL ADMINISTRATIVE REQUIREMENTS

A. Comply with requirements of Section 01 70 00 - Execution and Closeout Requirements for coordination of execution of administrative tasks with timing of construction activities.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 REQUESTS FOR INTERPRETATION (RFI)

A. Definition: A request seeking one of the following:
   1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in Contract Documents.
   2. A resolution to an issue which has arisen due to field conditions and affects design intent.

B. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
   1. Prepare a separate RFI for each specific item.
      a. Review, coordinate, and comment on requests originating with subcontractors and/or materials suppliers.
      b. Do not forward requests which solely require internal coordination between subcontractors.
   2. Combine RFI and its attachments into a single electronic file. PDF format is preferred.

C. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
   1. Include in each request Contractor's signature attesting to good faith effort to determine from Contract Documents information requiring interpretation.

D. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
   1. Official Project name and number, and any additional required identifiers established in Contract Documents.
   2. Discrete and consecutive RFI number, and descriptive subject/title.

3. Issue date, and requested reply date.
4. Reference to particular Contract Document(s) requiring additional information/interpretation. Identify pertinent drawing and detail number and/or specification section number, title, and paragraph(s).
5. Annotations: Field dimensions and/or description of conditions which have engendered the request.

E. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.

3.02 SUBMITTALS FOR REVIEW

A. When the following are specified in individual sections, submit them for review:
1. Product data.
2. Shop drawings.
3. Samples for selection.
4. Samples for verification.

B. Submit to Architect for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.

C. Samples will be reviewed for aesthetic, color, or finish selection.

D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 78 00 - Closeout Submittals.

3.03 SUBMITTALS FOR PROJECT CLOSEOUT

A. Submit Correction Punch List for Substantial Completion.

B. Submit Final Correction Punch List for Substantial Completion.

C. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 01 78 00 - Closeout Submittals:
1. Project record documents.
2. Operation and maintenance data.
3. Warranties.
4. Bonds.
5. Other types as indicated.

D. Submit for Owner's benefit during and after project completion.

3.04 NUMBER OF COPIES OF SUBMITTALS

A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.

B. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
1. After review, produce duplicates.
2. Retained samples will not be returned to Contractor unless specifically so stated.

3.05 SUBMITTAL PROCEDURES

A. General Requirements:
   1. Submit separate packages of submittals for review and submittals for information, when included in the same specification section.
   2. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.

B. Shop Drawing Procedures:
   1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting Contract Documents and coordinating related work.
   2. Do not reproduce Contract Documents to create shop drawings.
   3. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.

END OF SECTION 01 30 00

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SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Submittals.

B. References and standards.

C. Testing and inspection agencies and services.

D. Control of installation.

E. Defect Assessment.

1.02 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

B. Test Reports: After each test/inspection, promptly submit two copies of report to Architect and to Contractor.

1. Include:
   a. Date issued.
   b. Project title and number.
   c. Name of inspector.
   d. Date and time of sampling or inspection.
   e. Identification of product and specifications section.
   f. Location in the Project.
   g. Type of test/inspection.
   h. Date of test/inspection.
   i. Results of test/inspection.
   j. Compliance with Contract Documents.
   k. When requested by Architect, provide interpretation of results.
2. Test report submittals are for Architect's knowledge as contract administrator for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents, or for Owner's information.

1.03 REFERENCES AND STANDARDS

A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

B. Comply with reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.

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

D. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Architect shall be altered from Contract Documents by mention or inference otherwise in any reference document.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.

B. Comply with manufacturers' instructions, including each step in sequence.

C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.

D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Have work performed by persons qualified to produce required and specified quality.

F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.

G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.02 TESTING AND INSPECTION

A. Testing Agency Duties:
   1. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
   2. Perform specified sampling and testing of products in accordance with specified standards.
   3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
   4. Promptly notify Architect and Contractor of observed irregularities or non-compliance of Work or products.
   5. Perform additional tests and inspections required by Architect.
   6. Submit reports of all tests/inspections specified.

B. Limits on Testing/Inspection Agency Authority:
   1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
   2. Agency may not approve or accept any portion of the Work.
   3. Agency may not assume any duties of Contractor.
   4. Agency has no authority to stop the Work.

C. Contractor Responsibilities:
   1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
   2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
   3. Provide incidental labor and facilities:
      a. To provide access to Work to be tested/inspected.
      b. To obtain and handle samples at the site or at source of Products to be tested/inspected.

c. To facilitate tests/inspections.
d. To provide storage and curing of test samples.

4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.

D. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by Architect.

E. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.

3.03 DEFECT ASSESSMENT

A. Replace Work or portions of the Work not complying with specified requirements.

B. If, in the opinion of Architect, it is not practical to remove and replace the work, Architect will direct an appropriate remedy or adjust payment.

END OF SECTION 01 40 00

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SECTION 01 60 00 - PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. General product requirements.

B. Transportation, handling, storage and protection.

C. Product option requirements.

D. Substitution limitations.

E. Maintenance materials, including extra materials, spare parts, tools, and software.

1.02 SUBMITTALS

A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.

B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
   1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

2.01 NEW PRODUCTS

A. Provide new products unless specifically required or permitted by Contract Documents.

B. Use of products having any of the following characteristics is not permitted:
   1. Made using or containing CFC's or HCFC's.
   2. Made of wood from newly cut old growth timber.
   3. Containing lead, cadmium, or asbestos.

2.02 PRODUCT OPTIONS

A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.

B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.

C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

2.03 MAINTENANCE MATERIALS

A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.

B. Deliver and place in location as directed; obtain receipt prior to final payment.

PART 3 EXECUTION

3.01 SUBSTITUTION LIMITATIONS

A. See Section 01 25 00 - Substitution Procedures.

3.02 TRANSPORTATION AND HANDLING

A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.

B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.

C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.

D. Transport and handle products in accordance with manufacturer's instructions.

E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.

F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.

G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.

H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.03 STORAGE AND PROTECTION

A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 01 74 19.

B. Store and protect products in accordance with manufacturers' instructions.

C. Store with seals and labels intact and legible.

D. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.

E. For exterior storage of fabricated products, place on sloped supports above ground.

F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.

G. Comply with manufacturer's warranty conditions, if any.

H. Do not store products directly on the ground.

I. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.

J. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.

K. Prevent contact with material that may cause corrosion, discoloration, or staining.

L. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

M. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION 01 60 00

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SECTION 01 78 00 - CLOSEOUT PROCEDURES

PART 1 GENERAL

1.01 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

B. Substantial Completion procedures.

C. Final completion procedures.

D. Warranties.

E. Final cleaning.

F. Repair of the Work.

1.02 ACTION SUBMITTALS

A. Product Data: For cleaning agents.

B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.03 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

B. Certificate of Insurance: For continuing coverage.

1.04 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.05 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

B. Submittals Prior to Substantial Completion: Complete the following minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.

3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.

C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
   1. Complete final cleaning requirements.
   2. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
   1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
   2. Results of completed inspection will form the basis of requirements for final completion.

1.06 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
   1. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
   1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.07 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction. Use CSI Form 14.1A.
   1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
   2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
   3. Include the following information at the top of each page.
      a. Project name.

b. Date.
c. Name of Architect.
d. Name of Contractor.
e. Page number.

B. Submit list of incomplete items in the following format:
1. PDF electronic file. Architect will return annotated file.

1.08 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2 by 11-inch paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a type description of the product or installation, including the name of the product and the name, address, and telephone number of installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES,' Project name, and name of Contractor.
4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 PRODUCTS

2.01 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 EXECUTION

3.01 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental land antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
   1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
      a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
      b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
      c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
      d. Remove tools, construction equipment, machinery, and surplus material from Project site.
      e. Remove snow and ice to provide safe access to building.
      f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
      g. Leave Project clean and ready for occupancy.

C. Construction Waste Disposal: Comply with waste disposal requirements in Section 017419 "Construction Waste Management and Disposal."

3.02 REPAIR OF THE WORK

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

B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restore, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
   1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
   2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
      a. Do not paint over "UL" and other required labels and identification, including mechanical electrical nameplates. Remove paint applied to required labels and identification.

C. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.

D. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 01 78 00 01 78 00

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E2.1 FLOOR PLAN – AREA "A" POWER
E2.2 FLOOR PLAN – AREA "B" POWER

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GARDEN CITY SCHOOLS

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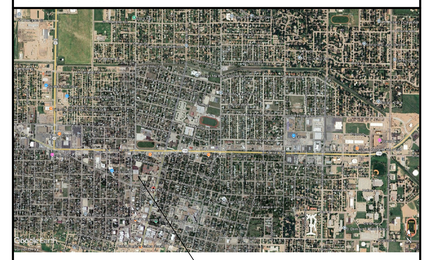
PROJECT NO. 202536

ABBREVIATIONS

&#	AND	CORR.	CORRIDOR	F.H.C.	FIRE HOSE CABINET	L.L.	LOWER LEVEL	P.T.R.	PAPER TOWEL RECEPTACLE	T.C.	TOP OF CURB
∠	ANGLE	CTSK.	COUNTERSUNK	FIN.	FINISH	LT.	LIGHT			TEL.	TELEPHONE
@	AT	CTR.	CENTER	FLR.	FLOOR	LTC	LONG TERM CARE			TER.	TERRAZZO
℄	CENTERLINE			FLASH.	FLASHING			Q.T.	QUARRY TILE	T.&G.	TONGUE AND GROOVE
◊	DIAMETER OR ROUND			FLOOR.	FLUORESCENT	MANUF.	MANUFACTURER			THK.	THICK
⊥	PERPENDICULAR	DBL.	DOUBLE	F.O.C.	FACE OF CONCRETE	MAX.	MAXIMUM			T.P.	TOP OF PAVEMENT
#	POUND OR NUMBER	D.F.	DRINKING FOUNTAIN	F.O.F.	FACE OF FINISH	MECH.	MECHANICAL	R.	RADIUS	T.P.D.	TOILET PAPER DISPENSER
(E)	EXISTING	DET.	DETAIL	F.O.S.	FACE OF STUDS	MEMB.	MEMBRANE	R.D.	ROOF DRAIN	T.S.	TOP OF SLAB
		DIA.	DIAMETER	F.O.W.	FACE OF WALL	MFR.	MANUFACTURER	REF.	REFERENCE	T.V.	TELEVISION
		DIM.	DIMENSION	FPRF.	FIREPROOF	MH.	MANHOLE	REFR.	REFRIGERATOR	T.W.	TOP OF WALL
ACOUS.	ACOUSTICAL	DISP.	DISPENSER	F.S.	FULL SIZE	MIN.	MINIMUM	REGTR.	REGISTER	TYP.	TYPICAL
A.D.	AREA DRAIN	DN.	DOWN	FT.	FOOT OR FEET	MIR.	MIRROR	REINF.	REINFORCED		
A.F.F.	ABOVE FINISH FLOOR	DR.	DOOR	FTG.	FOOTING	MISC.	MISCELLANEOUS	REQ'D.	REQUIRED		
ADJ.	ADJUSTABLE	DWR.	DRAWER	FURR.	FURRING	M.L.	MAIN LEVEL	RESIL.	RESILIENT	UNF.	UNFINISHED
AGGR.	AGGREGATE	DS.	DOWNSPOUT	FUT.	FUTURE	M.O.	MASONRY OPENING	RM.	ROOM	U.O.N.	UNLESS OTHERWISE NOTED
A.H.U.	AIR HANDLING UNIT	D.S.P.	DRY STANDPIPE			MSRY.	MASONRY	R.O.	ROUGH OPENING	UR.	URINAL
AL.	ALUMINUM	DWG.	DRAWING			MTD.	MOUNTED	RWD.	REDWOOD		
ALT.	ALTERNATE			GA.	GAUGE	MTL.	METAL	R.W.L.	RAIN WATER LEADER	V.C.T.	VINYL COMPOSITION TILE
APPROX.	APPROXIMATE			GALV.	GALVANIZED	MUL.	MULLION			VERT.	VERTICAL
ARCH.	ARCHITECTURAL	E.	EAST	G.B.	GLASS BLOCK			S.	SOUTH	VEST.	VESTIBULE
ASB.	ASBESTOS	EA.	EACH	GL.	GLASS			S.C.	SOLID CORE		
ASPH.	ASPHALT	E.I.F.S.	EXTERIOR INSULATION FINISH SYSTEM	GND.	GROUND	N.	NORTH	S.C.D.	SEAT COVER DISPENSER	W.	WEST
		E.J.	EXPANSION JOINT	GYP.	GYPSUM	N.I.C.	NOT IN CONTRACT	SCHED.	SCHEDULE	W/	WITH
BD.	BOARD	ELEC.	ELECTRICAL	GWB	GYPSUM WALL BOARD	NO. or #	NUMBER	S.D.	SOAP DISPENSER	W.C.	WATER CLOSET
B.F.F.	BELOW FINISH FLOOR	ELEC.	ELECTRICAL			NOM.	NOMINAL	SECT.	SECTION	WD.	WOOD
BITUM.	BITUMINOUS	EL.	ELEVATION	H.B.	HOSE BIBB	N.T.S.	NOT TO SCALE	SHLF.	SHELF	W/O	WITHOUT
BLDG.	BUILDING	ELEV.	ELEVATOR	H.C.	HOLLOW CORE			SHWR.	SHOWER	WP.	WATERPROOF
BLK.	BLOCK	EMER.	EMERGENCY	HDWD.	HARDWOOD	O.A.	OVERALL	SHT.	SHEET	WSCT.	WAINSCOT
BLKG.	BLOCKING	ENCL.	ENCLOSURE	H.M.	HOLLOW METAL	OBS.	OBSCURE	SHLF.	SHELF	WT.	WEIGHT
BM.	BEAM	E.P.	ELECTRICAL PANELBOARD	HORIZ.	HORIZONTAL	O.C.	ON CENTER	SHLVS.	SHELVES		
BOTT.	BOTTOM	EQ.	EQUAL	H.P.L.	HIGH PRESSURE LAMINATE	O.D.	OUTSIDE DIAMETER	SIM.	SIMILAR		
CAB.	CABINET	EQUIP.	EQUIPMENT	HR.	HOUR	OFF.	OFFICE	S.N.D.	SANITARY NAPKIN DISPENSER		
C.B.	CATCH BASIN	EX.	EXISTING	HT.	HEIGHT	OPNG.	OPENING	S.N.R.	SANITARY NAPKIN RECEPTACLE		
C. & G.	CURB AND GUTTER	EXPO.	EXPOSED			OPP.	OPPOSITE	SPEC.	SPECIFICATION		
CEM.	CEMENT	EXP.	EXPANSION			P.B.	PUSH BUTTON DOOR RELEASE	SQ.	SQUARE		
CER.	CERAMIC	EXT.	EXTERIOR	I.D.	INSIDE DIAMETER (DIM)	PRCST.	PRE-CAST	S.S.	STAINLESS STEEL		
CI.	CAST IRON			INSUL.	INSULATION	PL.	PLATE	S.SK.	SERVICE SINK		
C.J.	CONTROL JOINT			INT.	INTERIOR	P.LAM.	PLASTIC LAMINATE	STA.	STATION		
CLG.	CEILING					PLAS.	PLASTIC	STD.	STANDARD		
CLO.	CLOSET	F.A.	FIRE ALARM	JAN.	JANITOR	PLYWD.	PLYWOOD	STL.	STEEL		
CLR.	CLEAR	F.B.	FLAT BAR	JT.	JOINT	PNTD.	PAINTED	STOR.	STORAGE		
C.M.U.	CONCRETE MASONRY UNIT	F.C.U.	FAN COIL UNIT	K.O.	KNOCK-OUT	PR.	PAIR	STOR.	STORAGE		
COL.	COLUMN	F.D.	FLOOR DRAIN	K.P.	KEY PAD	PT.	POINT	STRUCT.	STRUCTURAL		
CONC.	CONCRETE	FDN.	FOUNDATION			P.T.D.	PAPER TOWEL DISPENSER	SUSP.	SUSPENDED		
CONN.	CONNECTION	F.E.	FIRE EXTINGUISHER	LAM.	LAMINATE	P.T.D./R.	COMBINATION PAPER TOWEL DISPENSER & RECEPTACLE	S.V.	SHEET VINYL		
CONSTR.	CONSTRUCTION	F.E.C.	FIRE EXTINGUISHER CABINET	LAV.	LAVATORY	PTN.	PARTITION	SYM.	SYMMETRICAL		
CONT.	CONTINUOUS	F.F.S.	FINISH FLOOR SEPARATIONS	LKR.	LOCKER			T.B.	TOWEL BAR		

VICINITY MAP



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ISSUE:

NO.	DATE	DESCRIPTION
	03/10/26	BIDDING SET

SHEET TITLE: TITLE SHEET

DATE: MARCH 10, 2026

T1.0

SHEET INDEX

ICE

MP0.1	MECHANICAL COVER SHEET	MD1.1	MECHANICAL DEMOLITION PLAN - AREA 'A'
MP1.1	MECHANICAL DETAILS AND SHEET SPECIFICATIONS	MD1.2	MECHANICAL DEMOLITION PLAN - AREA 'B'
MP2.1	MECHANICAL CONTROLS		
		M1.1	MECHANICAL HVAC PLAN - AREA 'A'
		M1.2	MECHANICAL HVAC PLAN - AREA 'B'

ROOFTOP UNIT SCHEDULE

ICE

MARK	CFM	MIN. O.A.	FAN			HEATING			COOLING								ELECTRICAL	
						MBH		E.A.T.	MBH (TOT.)	MBH (SENS.)	E.A.T.	COMP. (EA)		COND. (EA)				
			ESP	HP	FLA	INPUT	OUTPUT	D.B. (° F)			D.B. / W.B. (° F)	RLA	NO.	HP	FLA	NO.	VOLTAGE	MCA / MOCP
RTU-1	1,600	330	0.76	3.0	4.6	70.8	57.3	55.4	46.9	27.8	75.8 / 65.4	7.8	1	–	0.7	1	480V/3ø	16 / 20
RTU-2	1,600	330	0.76	3.0	4.6	70.8	57.3	55.4	46.9	27.8	75.8 / 65.4	7.8	1	–	0.7	1	480V/3ø	16 / 20
RTU-3	1,600	330	0.76	3.0	4.6	70.8	57.3	55.4	46.9	27.8	75.8 / 65.4	7.8	1	–	0.7	1	480V/3ø	16 / 20
RTU-4	1,600	330	0.76	3.0	4.6	70.8	57.3	55.4	46.9	27.8	75.8 / 65.4	7.8	1	–	0.7	1	480V/3ø	16 / 20
RTU-5	1,600	330	0.76	3.0	4.6	70.8	57.3	55.4	46.9	27.8	75.8 / 65.4	7.8	1	–	0.7	1	480V/3ø	16 / 20
RTU-6	1,600	330	0.76	3.0	4.6	70.8	57.3	55.4	46.9	27.8	75.8 / 65.4	7.8	1	–	0.7	1	480V/3ø	16 / 20
RTU-7	1,600	330	0.76	3.0	4.6	70.8	57.3	55.4	46.9	28.4	76.2 / 65.4	7.8	1	–	0.7	1	480V/3ø	16 / 20
RTU-8	1,600	330	0.76	3.0	4.6	70.8	57.3	55.4	46.9	28.4	76.2 / 65.4	7.8	1	–	0.7	1	480V/3ø	16 / 20
RTU-9	800	80	0.75	1/3	–	60.0	48.6	63.8	21.9	15.9	75.6 / 63.9	–	1	–	–	1	208V/1ø	16 / 25
RTU-10	1,600	330	0.76	3.0	4.6	70.8	57.3	55.4	46.9	28.4	76.2 / 65.4	7.8	1	–	0.7	1	480V/3ø	16 / 20
RTU-11	1,600	330	0.76	3.0	4.6	70.8	57.3	55.4	46.9	28.4	76.2 / 65.4	7.8	1	–	0.7	1	480V/3ø	16 / 20
RTU-12	1,200	300	0.94	3/4	2.7	70.8	57.3	52.0	36.6	22.6	76.5 / 66.0	5.6	1	–	0.55	1	480V/3ø	11 / 15
RTU-13	1,200	330	0.94	3/4	2.7	70.8	57.3	50.1	36.8	22.4	76.6 / 66.3	5.6	1	–	0.55	1	480V/3ø	11 / 15
RTU-14	1,200	330	0.94	3/4	2.7	70.8	57.3	50.1	36.8	22.4	76.6 / 66.3	5.6	1	–	0.55	1	480V/3ø	11 / 15
RTU-15	2,000	470	0.84	3.0	4.6	132.7	107.5	53.2	58.9	34.9	76.4 / 65.8	7.9	1	–	0.7	1	480V/3ø	16 / 20
RTU-16	1,600	330	0.76	3.0	4.6	70.8	57.3	55.4	46.9	28.4	76.2 / 65.4	7.8	1	–	0.7	1	480V/3ø	16 / 20
RTU-17	1,600	210	0.76	3.0	4.6	70.8	57.3	61.3	46.0	29.6	75.8 / 64.4	7.8	1	–	0.7	1	480V/3ø	16 / 20
RTU-18	1,600	510	0.76	3.0	4.6	88.5	71.7	46.8	48.32	21.5	76.9 / 66.9	7.8	1	–	0.7	1	480V/3ø	16 / 20
RTU-19A	2,000	280	0.81	3.0	4.6	88.5	71.7	60.6	57.5	36.6	75.8 / 64.5	7.9	1	–	0.7	1	480V/3ø	16 / 20
RTU-19B	2,000	280	0.81	3.0	4.6	88.5	71.7	60.6	57.5	36.6	75.8 / 64.5	7.9	1	–	0.7	1	480V/3ø	16 / 20
RTU-20A	1,600	440	0.76	3.0	4.6	88.5	71.7	50.1	47.8	27.5	76.6 / 66.3	7.8	1	–	0.7	1	480V/3ø	16 / 20
RTU-20B	1,600	440	0.76	3.0	4.6	88.5	71.7	50.1	47.8	27.5	76.6 / 66.3	7.8	1	–	0.7	1	480V/3ø	16 / 20
RTU-21	1,200	220	0.94	3/4	2.7	70.8	57.3	57.2	36.9	23.2	76.1 / 65.1	5.6	1	–	0.55	1	480V/3ø	11 / 15
RTU-22	1,200	185	0.94	3/4	2.7	70.8	57.3	59.5	35.6	23.5	75.9 / 64.7	5.6	1	–	0.55	1	480V/3ø	11 / 15
RTU-23	1,600	330	0.76	3.0	4.6	70.8	57.3	55.4	46.9	28.4	76.2 / 65.4	7.8	1	–	0.7	1	480V/3ø	16 / 20
RTU-24	1,600	330	0.76	3.0	4.6	70.8	57.3	55.4	46.9	28.4	76.2 / 65.4	7.8	1	–	0.7	1	480V/3ø	16 / 20
RTU-25	1,600	330	0.76	3.0	4.6	70.8	57.3	55.4	46.9	28.4	76.2 / 65.4	7.8	1	–	0.7	1	480V/3ø	16 / 20
RTU-26	1,600	330	0.76	3.0	4.6	70.8	57.3	55.4	46.9	28.4	76.2 / 65.4	7.8	1	–	0.7	1	480V/3ø	16 / 20
RTU-27	1,200	330	0.94	3/4	2.7	70.8	57.3	50.1	36.8	22.4	76.6 / 66.3	5.6	1	–	0.55	1	480V/3ø	11 / 15
RTU-28	1,200	330	0.94	3/4	2.7	70.8	57.3	50.1	36.8	22.4	76.6 / 66.3	5.6	1	–	0.55	1	480V/3ø	11 / 15
RTU-29	1,200	330	0.94	3/4	2.7	70.8	57.3	50.1	36.8	22.4	76.6 / 66.3	5.6	1	–	0.55	1	480V/3ø	11 / 15
RTU-30	1,200	330	0.94	3/4	2.7	70.8	57.3	50.1	36.8	22.4	76.6 / 66.3	5.6	1	–	0.55	1	480V/3ø	11 / 15
RTU-31	1,200	330	0.94	3/4	2.7	70.8	57.3	50.1	36.8	22.4	76.6 / 66.3	5.6	1	–	0.55	1	480V/3ø	11 / 15
RTU-32	1,200	330	0.94	3/4	2.7	70.8	57.3	50.1	36.8	22.4	76.6 / 66.3	5.6	1	–	0.55	1	480V/3ø	11 / 15
RTU-33	1,200	330	0.94	3/4	2.7	70.8	57.3	50.1	36.8	22.4	76.6 / 66.3	5.6	1	–	0.55	1	480V/3ø	11 / 15
RTU-34	1,200	285	0.94	3/4	2.7	70.8	57.3	53.0	36.5	22.8	76.4 / 65.8	5.6	1	–	0.55	1	480V/3ø	11 / 15
RTU-35	900	85	0.87	3/4	2.7	70.8	57.3	63.3	32.9	20.0	75.4 / 64.0	5.6	1	–	0.55	1	480V/3ø	11 / 15
RTU-36	1,200	450	0.76	3/4	2.7	88.5	71.7	42.5	39.2	19.5	77.2 / 69.4	5.6	1	–	0.55	1	480V/3ø	11 / 15
RTU-37	800	140	0.75	1/3	–	60.0	48.6	57.8	22.3	15.4	76.0 / 65.0	–	1	–	–	1	208V/1ø	16 / 25
RTU-38	2,000	680	0.84	3.0	4.6	132.7	107.5	45.2	60.4	27.1	77.0 / 67.1	7.9	1	–	0.7	1	480V/3ø	16 / 20
RTU-39	2,000	680	0.84	3.0	4.6	132.7	107.5	45.2	60.4	27.1	77.0 / 67.1	7.9	1	–	0.7	1	480V/3ø	16 / 20

NOTES:
1. RTU-9 & 37 BASED ON TRANE IMPACK PACKAGED ROOFTOP UNITS. RTU-1 THROUGH 8, 10 THROUGH 36, 38, & 39 BASED ON TRANE PRECEDENT PACKAGED ROOFTOP UNITS.
2. SINGLE-ZONE VAV OPERATION REQUIRES FULLY MODULATING FAN AND COMPRESSOR OPERATION.
3. SELECTIONS BASED ON ELEVATION = 2,882 FT.
4. SCHEDULED COOLING CAPACITIES ARE GROSS AND BASED ON 99.4° F AMBIENT TEMPERATURES.
5. ALL UNITS TO BE PROVIDED WITH BACNET CARD. COORDINATE REQUIREMENTS WITH CONTROLS CONTRACTOR (C&C GROUP - ALLEN WISBEY - 316-207-4255).
6. PROVIDE ALL UNITS WITH CURB ADAPTERS AS REQUIRED.

	MODULATING HOT GAS REHEAT	SINGLE-ZONE VAV	POWER EXHAUST (100%)	POWER EXHAUST (30%)	BAROMETRIC RELIEF	ECONOMIZER (ENTHALPIC)	SINGLE STAGE HEATING	2-STAGE HEATING	MODULATING HEATING	NUMBER OF COMPRESSORS	MODULATING COOLING	2-STAGE COOLING	SINGLE-STAGE COOLING	CO2 SENSOR	HUMIDITY SENSOR	STAINLESS STEEL HEAT EXCH.	CRANKCASE HEATERS	LOW AMBIENT (30 DEG. F.)
RTU-9, 36, & 37	–	–	–	–	●	●	●	–	–	1	–	●	–	–	–	●	●	●
RTU-1 THRU 8, 10 THRU 35, 38, & 39	–	●	–	–	●	●	–	●	–	1	–	●	–	–	–	●	●	●

SPLIT SYSTEM SCHEDULE

ICE

	MARK	MANUF.	MODEL	SERVES	LOCATION	AIRFLOW (CFM)	CAPACITY MBH			EFFICIENCY		ELECTRICAL DATA					WEIGHT (LBS)
							TOT.	SENS.	HEATING	SEER	EER	VOLTS	PHASE	FLA	MCA	MOCP	
INDOOR	DSS-1	MITS. ELEC.	MSZ-GS09NA-U1	OFFICE	WALL	390	8.5	8.2	9.0	28.4	15.4	208	1	0.75	1.0	–	50
	DSS-2	MITS. ELEC.	MSZ-GS09NA-U1	OFFICE	WALL	390	8.5	8.2	9.0	28.4	15.4	208	1	0.75	1.0	–	50
	DSS-3	MITS. ELEC.	SLZ-KF15NA1	CONF. RM	CEILING	405	12.6	10.3	14.8	17.7	12.5	208	1	0.29	1.0	–	50
	DSS-4	MITS. ELEC.	MSZ-GS09NA-U1	OFFICE	WALL	390	8.5	8.2	9.0	28.4	15.4	208	1	0.75	1.0	–	50

	MARK	MANUF.	MODEL	SERVES	LOCATION	COOLING (MBh)	HEATING (MBh)	ELECTRICAL DATA								NOTES
								VOLTS	PHASE	FAN W	FAN FLA	COMP. RLA	COMP. LRA	MCA	MOCP	
OUTDOOR	HP-1	MITS. ELEC.	MUZ-GS09NAHZ-U1	DSS-1	ROOF	8.5	8.2	208	1	–	0.5	6.7	8.4	10	15	1,2,3,4,5,6
	HP-2	MITS. ELEC.	MUZ-GS09NAHZ-U1	DSS-2	ROOF	8.5	8.2	208	1	–	0.5	6.7	8.4	10	15	1,2,3,4,5,6
	HP-3	MITS. ELEC.	SUZ-KA15NAHZ.TH	DSS-3	ROOF	12.6	14.8	208	1	–	1.0	13.0	16.0	17	31	1,2,3,4,5,6
	HP-4	MITS. ELEC.	MUZ-GS09NAHZ-U1	DSS-4	ROOF	8.5	8.2	208	1	–	0.5	6.7	8.4	10	15	1,2,3,4,5,6

NOTES:
1. INDOOR UNITS ARE POWERED FROM OUTDOOR UNITS. ELECTRIC DISCONNECT FOR OUTDOOR UNIT SHALL BE PROVIDED BY EC.
2. INDOOR UNITS DSS-1, 2, AND 4 SHALL BE WALL MOUNTED. INDOOR UNIT DSS-3 SHALL BE CEILING MOUNTED, 4-WAY, CASSETTE.
3. ALL UNITS SHALL BE FURNISHED FROM FACTORY WITH CONTROL RELAY / TRANSFORMER KITS AND 24 VOLT, 7 DAY DIGITAL PROGRAMMABLE THERMOSTATS.
4. PROVIDE CONDENSATE PUMP FOR INSTALLATION WITHIN INDOOR UNIT. USE ASPEN PUMPS MINI ORANGE UNIVOLT MODEL 83909 OR EQUAL. EC TO POWER PUMP FROM UNIT.
5. ROOF MOUNTED UNITS TO BE PROVIDED WITH DIVERSITECH STAND AND TURBO EAGLE HAILGUARDS (NO SUBSTITUTIONS).
6. PROVIDE ALL UNITS WITH HYPER-HEATING CAPABILITY DOWN TO 5° F WITH GUARANTEED HEATING DOWN TO -13° F.

PROJECT MECHANICAL DESIGN CRITERIA

ICE

PROJECT CITY: GARDEN CITY, KANSAS
PROJECT ELEVATION: 2,882 FT, ABOVE SEA LEVEL

GOVERNING CODES

BUILDING CODE: 2018 INTERNATIONAL BUILDING CODE
MECHANICAL CODE: 2018 INTERNATIONAL MECHANICAL CODE
PLUMBING CODE: 2018 INTERNATIONAL PLUMBING CODE
ELECTRICAL CODE: 2017 NATIONAL ELECTRICAL CODE
ENERGY CODE: ASHRAE 90.1 - 2022
FIRE CODE: 2021 INTERNATIONAL FIRE CODE

COOLING WEATHER DESIGN DATA

DESIGN WEATHER STATION: GARDEN CITY REGIONAL AIRPORT
DESIGN WEATHER BASIS: ASHRAE 0.4%

DESIGN DRY BULB: 99.4° F
MEAN COINC. WET BULB: 69.1° F

DESIGN DEWPOINT: 79.5° F
MEAN COINC. DRY BULB: 69.8° F

HEATING WEATHER DESIGN DATA

DESIGN WEATHER BASIS: ASHRAE 99.6%
DESIGN DRY BULB: 3.6° F (DESIGNED AT 0° F)

ENERGY DATA

ASHRAE CLIMATE ZONE: 4A
COOLING DEGREE DAYS(65): 1,380
HEATING DEGREE DAYS(65): 5,035

MECHANICAL LEGEND

(NOT ALL SYMBOLS LISTED BELOW ARE BEING USED IN THIS SET OF MECHANICAL DRAWINGS)

ICE

SYMBOL	ABBR	DESCRIPTION
HVAC:		
	RAG	DIFFUSER
		RETURN AIR GRILLE
		HATCH INDICATES BLANKED SECTION
		NEW DUCTWORK
		EXISTING DUCTWORK
		EXISTING DUCTWORK TO BE REMOVED
		SUPPLY DUCT UP
		ROUND DUCT UP
		SUPPLY DUCT DOWN
		RETURN OR EXHAUST DUCT UP
		RETURN OR EXHAUST DUCT DOWN
		ROUND DUCT DOWN
		RECTANGULAR VANED ELBOW
		ROUND ELBOW

SYMBOL	ABBR	DESCRIPTION
		MITERED ROUND ELBOW
		CONCENTRIC TRANSITION
		ECCENTRIC TRANSITION
		SQUARE TO ROUND TRANSITION
DN/UP		DUCT DROP/RISE IN DIRECTION OF ARROW
		45° TAKEOFF FITTING
		45° TAKEOFF FITTING WITH MANUAL VOLUME DAMPER
	MVD	MANUAL VOLUME DAMPER WITH LOCKING QUADRANT
M	MD	MOTORIZED DAMPER
FD	FD	FIRE DAMPER
FS	FS	COMBINATION FIRE/SMOKE DAMPER
D M3.1		ENLARGED PLAN CALLOUT

SYMBOL	ABBR	DESCRIPTION
SYMBOLS:	P1.1	PLUMBING FIXTURE NUMBER
F-1	F-1	EQUIPMENT DESIGNATION
1		SHEET NOTE
	POC	POINT OF CONN. (CONN. NEW TO EXISTING)
	DN	DOWN
	TOD	TOP OF DUCT (ABOVE FIN. FLOOR)
	BOP	BOTTOM OF PIPE
	NTS	NOT TO SCALE
	A.F.F.	ABOVE FINISHED FLOOR
	C.A.	COMBUSTION AIR
	O.A.	OUTSIDE AIR
	E.A.	EXHAUST AIR
	S.A.	SUPPLY AIR
	R.A.	RETURN AIR
	R.A.G.	RETURN AIR GRILLE
	T.A.G.	TRANSFER AIR GRILLE
	O.B.D.	OPPOSED BLADE DAMPER
	W.P.L.	WEATHER PROOF LOUVER
	G.C.	GENERAL CONTRACTOR
	M.C.	MECHANICAL CONTRACTOR
	P.C.	PLUMBING CONTRACTOR
	E.C.	ELECTRICAL CONTRACTOR
T		THERMOSTAT/SENSOR
H		HUMIDISTAT/SENSOR
S		SENSOR
	F.P.C.	FIRE PROTECTION CONTRACTOR
	T.C.C.	TEMPERATURE CONTROLS CONTRACTOR

DEMOLITION GENERAL NOTES

ICE

1. PLANS ARE SCHEMATIC IN NATURE. LAYOUT IS BASED ON BEST AVAILABLE INFORMATION. PRIOR TO SUBMITTING BID CONTRACTOR SHALL VISIT JOB SITE AND BECOME FULLY ACQUAINTED WITH EXISTING CONDITIONS OF PROJECT. NOTIFY ARCHITECT AND/OR ENGINEER OF CONFLICTS OR DISCREPANCIES PRIOR TO SUBMISSION OF BID.
2. ALL CUTTING, PATCHING AND DEMOLITION WORK SHALL BE CLOSELY COORDINATED WITH EXISTING CONDITIONS AND THE REQUIRED NEW WORK.
3. PORTIONS OF SYSTEMS ARE SHOWN FOR CLARITY, EVEN THOUGH IT MAY NOT BE NECESSARY TO MODIFY OR REVISE THEM. ALL EXISTING SYSTEMS ARE SHOWN BASED ON ORIGINAL BUILDING DRAWINGS DATED JANUARY 2002 / APRIL 2009 AND FIELD OBSERVATIONS.
4. ALL WORK MUST BE COORDINATED AND SCHEDULED WITH THE EMPLOYEES AND OWNER OF THE BUILDING SO AS TO PROVIDE THE LEAST AMOUNT OF DISRUPTION OF BUILDING ACTIVITIES AS POSSIBLE.
5. THESE DRAWINGS ARE ACCOMPANIED BY SPECIFICATIONS. REFER TO THE SPECIFICATIONS FOR ADDITIONAL INFORMATION.
6. ALL EXISTING DUCTWORK TO BE RE-USED AS A PART OF THE COMPLETED PROJECT TO BE PATCHED AND SEALED AIR AND WATERTIGHT AND RE-INSULATED WHERE REQUIRED TO PLACE IN LIKE NEW CONDITIONS. COORDINATE WITH THE REQUIRED NEW WORK.
7. THE OWNER SHALL HAVE THE OPTION TO KEEP ANY EQUIPMENT THAT IS TO BE REMOVED. OTHERWISE, IT IS TO BE DISPOSED OF BY THIS CONTRACTOR.

MECHANICAL GENERAL NOTES

ICE

1. PLANS ARE SCHEMATIC IN NATURE. LAYOUT IS BASED ON BEST AVAILABLE INFORMATION. PRIOR TO SUBMITTING BID CONTRACTOR SHALL VISIT JOB SITE AND BECOME FULLY ACQUAINTED WITH EXISTING CONDITIONS OF PROJECT. NOTIFY ARCHITECT AND/OR ENGINEER OF CONFLICTS OR DISCREPANCIES PRIOR TO SUBMISSION OF BID.
2. COORDINATE INSTALLATION OF MECHANICAL SYSTEMS WITH OTHER TRADES TO ENSURE NEAT AND ORDERLY INSTALLATION.
3. FIELD MEASURE FINAL DUCTWORK AND PIPING LOCATIONS PRIOR TO FABRICATION AND MAKE ADJUSTMENTS AS REQUIRED. MAINTAIN MANUFACTURER'S RECOMMENDATIONS REGARDING SERVICE CLEARANCE AND PROPER AIRFLOW CLEARANCE AROUND EQUIPMENT.
4. COORDINATE ACCESS TO EQUIPMENT, VALVES, AND DAMPERS INSTALLED ABOVE 'INACCESSIBLE' CEILINGS AND IN CHASES, ETC. WITH GENERAL CONTRACTOR. PROVIDE LOCKING ACCESS DOORS FOR INSTALLATION BY GENERAL CONTRACTOR AS REQUIRED TO SERVICE CONCEALED EQUIPMENT, VALVES, AND DAMPERS. CEILING ACCESS DOORS FOR FIRE DAMPERS, AND FIRE SMOKE DAMPERS FURNISHED BY THIS CONTRACTOR AND INSTALLED BY GENERAL CONTRACTOR.
5. MAINTAIN MINIMUM 10'-0" CLEARANCE BETWEEN OUTSIDE AIR INTAKES AND EXHAUST/VENT TERMINATIONS.
6. A MAXIMUM LENGTH OF 5'-0" FLEX DUCT MAY BE USED AT EACH RUNOUT TO SUPPLY DIFFUSERS. FLEX DUCT SHALL NOT BE USED IN RETURN OR EXHAUST APPLICATIONS AND ONLY IN CONCEALED LOCATIONS.
7. RECTANGULAR & ROUND DUCT SIZES INDICATED ARE INSIDE CLEAR DIMENSIONS. SEE SPECIFICATIONS FOR DUCTLINER / INSULATION REQUIREMENTS.
8. DO NOT ROUTE DUCTWORK OR PIPING ABOVE ELECTRICAL PANELS OR ELECTRICAL GEAR. COORDINATE ROUTING WITH OTHER TRADES.
9. NEW HVAC EQUIPMENT SHALL NOT BE USED DURING CONSTRUCTION. CONTRACTOR SHALL FURNISH ALL NECESSARY TEMPORARY HEATING / COOLING EQUIPMENT AND CONTROLS AS REQUIRED.
10. ALL NEW THERMOSTATS SHALL BE PLACED AT 4'-0" MAXIMUM ABOVE FINISHED FLOOR PER ADA REQUIREMENTS. VERIFY HEIGHTS WITH OWNER PRIOR TO FINAL INSTALLATION.

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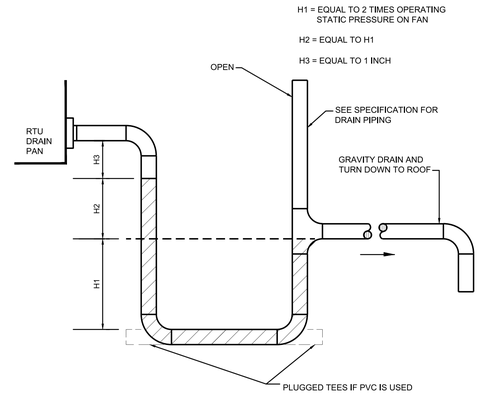
ISSUE:

NO.	DATE	DESCRIPTION

SHEET TITLE: MECHANICAL COVER SHEET

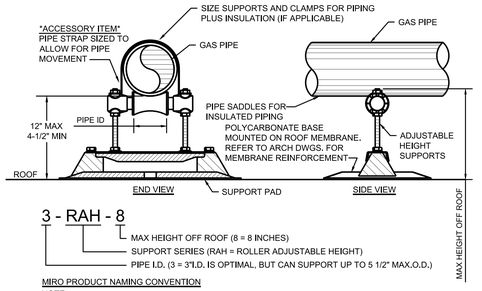
DATE: MARCH 10, 2026

MP0.1



1 CONDENSATE DRAIN PIPING (DRAW THROUGH UNIT)

NO SCALE



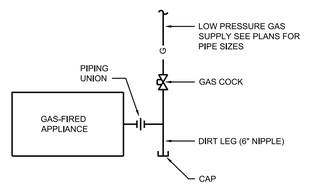
MIRO PRODUCT NAMING CONVENTION

NOTE:
DO NOT SPACE SUPPORTS FURTHER THAN 10' MAX. SPACE SUPPORTS TO SUPPORT MAX LOAD, EVEN DISTRIBUTION OF WEIGHT, AND PROPER ELEVATION.

MIRO MODEL NUMBER			PIPE SUPPORT SPACING	
PIPE SIZE	UP TO 8" HIGH	UP TO 12" HIGH	GAS (STEEL)	CONDENSATE (COPPER)
3/4"	3-RAH-8.	3-RAH-12.	6'-0" O.C.	6'-0" O.C.
1" - 1 1/4"	3-RAH-8.	3-RAH-12.	7'-0" O.C.	7'-0" O.C.
1-1/2"	3-RAH-8.	3-RAH-12.	8'-0" O.C.	8'-0" O.C.
2"	3-RAH-8.	3-RAH-12.	10'-0" O.C.	9'-0" O.C.
3"	3-RAH-8.	3-RAH-12.	10'-0" O.C.	10'-0" O.C.
4"	5-RAH-8.	5-RAH-12.	10'-0" O.C.	- -
6"	5-RAH-8.	5-RAH-12,	10'-0" O,C.	- -
>6"	8-RAH-18.	6-RAH-18.	10'-0" O.C.	- -

2 MIRO GAS PIPE SUPPORT DETAIL

NO SCALE



3 GAS FIRED APPLIANCE PIPING DETAIL

NO SCALE

1,01 Furnish all labor, materials, equipment, fixtures, apparatus, special or occasional services, and other appurtenances required for installation of complete and operational heating, ventilating, air conditioning (HVAC) and plumbing systems as indicated on the drawings and as described in these specifications. This work shall include all materials, apparatus, and appliances not specifically mentioned herein or noted on the Drawings as being furnished and installed under another section.

1,02 Work Included: This work includes but is not limited to the following systems: Natural gas, unit condensate drainage, refrigerant, supply and return HVAC, and temperature controls.

1,03 Related Requirements: Prime and protective painting is included in this section; finish painting is specified elsewhere. Temperature controls including low voltage wiring and components are included in this section. Power for temperature controls, interlocks and line voltage electrical power is specified elsewhere. Duct mounted access doors are included in this section; access doors in gyp board walls, ceilings, etc., is specified elsewhere.

Concrete mounting slabs and structural steel reinforcing is specified elsewhere.

Miscellaneous fittings, brackets, supports, etc. are included in this section; other metal work is specified elsewhere. Flashings, counter flashings, caulking, sealants, etc. as required for weatherproofing mechanical penetrations through walls, floors, and roofs are included in this section; other waterproofing is specified elsewhere.

1,04 Coordination with Other Trades: These drawings are diagrammatical in nature and show certain physical relationships which shall be established by the contractor. Install the system within the constraints of the building in an approved manner and coordinate with other trades to ensure harmonious working conditions and proper installation.

1,05 Permits and Inspections: Obtain all permits and inspections and pay all fees for completion of this work.

1,06 Codes and Standards: Comply with the latest adopted version of the International Mechanical and International Plumbing Codes including all local amendments, applicable sections of the NFPA, and other applicable current laws, codes, ordinances, etc. of all Federal, State, and Local authorities whether included or not in the contract documents. All mechanical equipment shall be labeled by UL, ETL, AGA, or other approved independent testing authority. Air conditioning equipment shall be AHRI certified.

1,07 Submittals and Review of Materials, Samples, and Drawings: Provide submittals for all major mechanical equipment and other items where indicated. Identify each piece of equipment with designation indicated on the contract documents. Submit minimum of 3 copies for approval. Submit shop drawings showing any proposed deviation from the contract documents required for interface with the building. Electronic .pdf submittals of equipment and shop drawings may be provided in lieu of hard copies at contractors' option.

Electronic .pdf copies shall be submitted and reviewed without requiring the utilization of contractor or job specific (not necessarily proprietary) job management or submittal software.

1,08 Guarantees and Warranties: Provide a one-year warranty starting at the date of acceptance by the owner for all systems and equipment installed under this contract.

1,09 Operations and Maintenance Data: Provide operation and maintenance data for all equipment. Identify each piece of equipment as indicated in the contract documents. Information shall include but is not limited to startup, shut down, service and lubrication procedures. Bind information in 3-ring, loose leaf, hard back binder. At Contractors option, and with approval of owner, operations and maintenance data may be provided in electronic .pdf format.

1,10 Product Delivery, Storage and Handling: Protect all fixtures, material, equipment, and appurtenances from physical and weather damage. All damaged items will be restored to original condition or replaced at owner's option before final acceptance.

1,11 Temporary Services: Provide temporary services and utilities as required.

1,12 All materials exposed in return air plenum to comply with NFPA 90A flame spread under 25, smoke developed, and fuel contributed under 50 for return air plenums.

1,13 Provide access doors where indicated on drawings and/or as required to properly operate, adjust, and maintain all equipment. Coordinate exact location with architect prior to installation.

1,14 Caulking and Flashing: Seal all floor, wall, and roof penetrations watertight with suitable sealant. Seal penetrations through fire rated assemblies with minimum 1" thickness 3M brand fire barrier caulk CP-25 (or other approved manner) to maintain rating of assembly.

1.15 Openings, Cutting and Patching: Place all equipment in time to avoid cutting new construction. Coordinate required openings with other trades. Undertake no cutting without architect's approval. All patching shall be structurally and aesthetically equal to the surface surrounding the area patched.

1,16 Field verify exact location, size, routing, and availability of existing HVAC systems. Verify sufficient space is available to install new equipment and systems as indicated on drawings. If changes are necessary, notify engineer as soon as possible and modify systems as instructed. Coordinate exact location of ceiling diffusers and recessed equipment with light fixtures, ceiling grid, etc.

1,17 Cleaning and Sterilization: Remove all construction debris from site and clean all mechanical equipment.

1,18 Testing of Piping: All piping shall be tested with hydrostatic or pneumatic pressure, or other means as directed, and shall be proved tight as hereinafter specified in the presence of the local building inspector before it is concealed or covered in any way.

This Contractor shall furnish and install all plugs and make all temporary connections necessary to perform these tests. He shall furnish all labor, tools, and equipment necessary to perform such tests.

Duration of tests shall be of sufficient time to permit inspection of all joints by the local building inspector, and generally holding test pressure for a period of not less than 12 hours continuously without loss of any pressure.

Individual System Tests:

1. Natural gas piping tested under 30 PSI air pressure.
2. Refrigerant piping tested under 300 PSI nitrogen gas pressure.

1,19 Mounting Heights: Install all exposed equipment and piping as high as possible while maintaining access for service of piping and surrounding systems and equipment. Conceal piping and equipment unless indicated otherwise.

1,20 Start-up Instructions: Start-up equipment in accordance with manufacturer's instructions. Review equipment and instruct owner in proper operation of the equipment.

1,21 Equipment and Systems Installation: Install equipment and systems in accordance with manufacturer's printed installation instructions and in accordance with accepted industry standards and all applicable codes. Meet all required clearances and provide all necessary equipment accessories, bases, supports, shields, etc. for a complete and operational installation.

1,22 All mechanical equipment shall be labeled with the equipment identification number. Identification shall be with laminated three-layer plastic nameplates, with engraved black letters on white background. Lettering size shall be 0,75-inches high.

1,23 Balancing and Adjusting: The mechanical contractor shall obtain the services of an independent test and balance (TAB) agency that specializes in total system air and hydronic balancing, testing, and commissioning - QTAB, Inc. or engineer pre-approved equal. The independent TAB agency shall adjust and balance the mechanical systems and check every operational piece of equipment. System shall be balanced to airflow quantities as indicated on drawings. Check, adjust and balance to provide a complete and operational system. A typewritten final balance report shall be provided to the engineer for record purposes.

PIPING SYSTEMS 15060

1.01 Work Included: Installation of all piping systems.

1.02 Condensate Drain Piping: Schedule 40 PVC ASTM D1784 pipe. Drainage pattern ASTM D2729 fittings. Solvent weld ASTM D2564 joints. Install pipe without sags or bow-ups. Provide intermediate hangers as required. Install deep seal traps and cleanout plugs at all equipment connections. Piping on roof shall be supported on pre-manufactured piping supports as noted and detailed on drawings or treated/redwood blocking if not noted otherwise. Do not use PVC in return air plenums except where allowed by code. Piping in return air plenums shall be copper piping (the same as domestic water piping), except use drainage pattern fittings.

1.03 Natural Gas Piping: ASTM A53, Schedule 40 black steel Type E Grade B or Type S Grade B.

For piping up to and including 2 inches: ASME B16,11, 2000 psi forged steel, welded or threaded type; Class 150 black malleable iron, threaded, ASME B16,3 fittings, NFPA 54, threaded or welded to ANSI B31,2, ANSI B31,8 joints. ASME B16,11, forged steel, 3000 psi, threaded or welded; Class 150 black malleable iron, threaded, ASME B16,3 couplings.

For piping over 2 inches: ASME B16,9, steel, butt-welding type (wall thickness to match pipe) fittings, ANSI B31,2; ANSI B31,8, welded joints, Class 150 forged black steel, slip-on or weldneck, raised face, ASME B16,5 flanges. Use flat-faced flanges for connection to Class 125 flat-faced cast iron flanges, fittings, or valves. Non-metallic, self-centering or full face, ASME B16,21 gaskets. Flange bolts to be carbon steel, coarse thread, ASTM A307 Grade B. ASME B18,2,1; Heavy hex nuts, ASTM A563 Grade C, D, DH, DH3, ASME B18,2,2. Flange insulation to include insulating gasket, bolt tubes, insulating washers, steel washers, electrically isolate underground piping from aboveground piping.

Provide a quarter turn lubricated cut-off cock at each piece of equipment. Teflon tape is not allowed in natural gas system piping. Underground piping shall be coated and wrapped with ,04" thick polyethylene equal to AWWA C203 or C025, Provide cathodic protection as required. Coordinate with local gas utility company. Gas piping exposed on exterior of building shall be primed and painted with (2) coats of Rustoleum paint or equal. Piping on roof shall be supported on pre-manufactured piping supports as noted and detailed on drawings or treated/redwood blocking if not noted otherwise.

NOTE: Contractor may substitute polyethylene piping in lieu of coated black steel for the underground piping, if allowed by local code officials. Piping installation shall conform to all code requirements and include necessary tracer wire (18 ga, copper), and steel pipe risers.

1.04 Refrigerant Piping: Type "ACR" hard copper ASTM B-88 pipe. Wrought copper ASTM B16,22 fittings. Brazed joints with Sil-Fos or equivalent silver bearing solder. Purge with dry nitrogen while brazing. Evacuate system for 12 hours minimum prior to charging with refrigerant. Refrigerant pipe sizing and pipe accessories shall be sized and selected by the equipment manufacturer providing the equipment. Install piping with adequate slope to prevent oil trapping. Furnish all suction accumulators, solenoid valves, traps, double suction risers, etc., as required by equipment manufacturer's installation instructions. Selection and sizing shall provide the necessary scheduled capacities per actual job conditions.

1.05 Exterior Piping and Equipment Supports: Field fabricated steel framing for support of mechanical equipment, piping, and duct systems shall be reviewed by a licensed Structural Engineer. A detailed shop drawing indicating the proposed design of the support framing system shall be submitted for structural engineer's review prior to installation.

INSULATION 15250

1.01 Work Included: All piping and duct system insulation and acoustical liner.

1.02 Acceptable Manufacturers:

A. Fiberglass Insulation
1. Owens Corning
2. Johns-Manville
3. Knauf
4. Certainteed

B. Foamed Plastic Insulation
1. Armstrong Armaflex
2. Rubatex

1.03 Refrigerant Suction: Pipe sizes up to 1 1/4" - 1/2" thick, 1 1/2" and larger 1" thick foamed plastic closed-cell type insulation. Where exposed to weather paint with two (2) coats of manufacturer recommended ultraviolet protective coating.

1.04 Duct Insulation: Insulate all concealed round supply air ducts and outside air ducts with 1½" thick R-6 minimum faced duct wrap fiberglass insulation (seal and tape all joints and seams). Round ductwork exposed in conditioned space does not require insulation.

1.05 Duct Liner: Line all rectangular supply and return air ducts and plenums with 1 1/2" thick, 1,5 pcf acoustical liner with a minimum R-value = 6,0. Liner to comply with ASTM C 1071, NFPA 90A, or NFPA 90B; and with NAIMA AH124, "Fibrous Glass Duct Liner Standard."

Apply antimicrobial erosion-resistant coating to the surface of the liner that will form the interior surface of the duct to act as a moisture repellent and erosion-resistant coating. Antimicrobial compound shall be tested for efficacy by an NRTL and registered by the EPA for use in HVAC systems.

Solvent or water-based liner adhesive to comply with NFPA 90A or NFPA 90B and with ASTM C 916.

Cupped-head, capacitor-discharge-weld pins shall consist of copper- or zinc-coated steel pin, fully annealed for capacitor-discharge welding, 0.135-inch diameter shank, length to suit depth of insulation indicated with integral 1-1/2-inch (38-mm) galvanized carbon-steel washer.

Insulation-retaining washers shall be self-locking formed from 0,016-inch-thick galvanized steel, aluminum or stainless steel with beveled edge sized as required to hold insulation securely in place but not less than 1-1/2 inches in diameter.

Shop application of duct liner shall comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-19, "Flexible Duct Liner Installation."

REFRIGERATION/HEAT TRANSFER UNITS 15740

1.01 Work Included: Installation of packaged gas heating / DX cooling rooftop units, ductless split heat pump systems and accessories.

1.02 Reference Standard: AHRI rated capacities. All equipment shall be UL or ETL approved. Gas fired equipment shall be AGA approved. All equipment shall meet code minimum energy efficiency requirements (or greater where scheduled/listed on plans).

1.03 Performance: All units shall meet or exceed performance indicated in the equipment schedules and shall be selected at conditions indicated in the schedule.

1.04 Acceptable Manufactures:

A. Rooftop Unit
1. Trane
2. Daikin
3. Carrier
4. Lennox
5. All JCI Products
6. Aaon
7. Engineer Approved Equal

B. Ductless Split Heat Pump System
1. Trane Mitsubishi
2. Samsung
3. Daikin
4. Engineer pre-approved equal

1.05 Submittals: Submit shop drawings of rooftop units, ductless split heat pump systems and accessories.

1.06 Rooftop Unit: See schedule on drawings.

Outdoor roof mounted - self-contained ventilating, heating, and air conditioning unit - DX cooling and gas fired heating - weather-proof and pre-wired with UL listed electrical components - air-tight, insulated cabinet with minimum 1" fiberglass vapor barrier and non-combustible type insulation - 1" permanent frame throwaway filters.

Belt or direct drive, centrifugal fan - when variable airflow is specified, modulating speed via either PE motor with VFD, or ECM - fans on VFD shall have factory installed shaft grounding rings - motor thermal overload protection - fan wheels galvanized,

Heating Section - stainless steel heat exchanger - gas valve - forced combustion power burners - prepurge - intermittent spark ignition - 100% safety shutoff - electronic flame sensing controls - night blower operation fan controls, 15 year limited warranty on heat exchanger.

Heating stages, or modulating turndown as scheduled,

Direct Expansion Coils - copper tubes and mechanically bonded aluminum fins - expansion valve on evaporator.

Economizer - fully modulating 0 to 100% motor and dampers - barometric relief - minimum position outside air setting - preset linkage - factory installed and wired - solid state enthalpy and differential enthalpy control - bird screen.

Outside air damper shall close on indoor fan shutdown.

Condensing Unit - Compressor with crank-shaft lubrication - crankcase heater - discharge temperature limiter - current and temperature sensing motor overloads - 5-year compressor warranty on parts. Coil hail guard (wire guard not acceptable).

Manual outside air damper - field set to provide outside air indicated in schedule - field installed rain hood and bird screen.

Refrigeration Cycle Controls - multiple compressors (where scheduled) - compressor contactor - condenser and evaporator fan contractors - 24-volt transformer - low and high pressure cutouts - low ambient controls to 35 deg. F. - compressor protection cutout with reset - reset relay to prevent unit cycling on overloads - high capacity liquid reservoir on liquid receiver - backseating service valves with gauge ports factory installed filter-drier. Complete operating charge of refrigerant.

Electronic controls in separate panel on unit with service access - internal mechanical components and electrical controls - prewired at factory - independent control box access panel - line and 24-volt control voltage connections made at control panel for dual controls. All controls shall be the sole responsibility of the equipment manufacturer and shall be factory installed, wired, and tested.

Equipment supplier shall provide complete wiring diagrams for field wiring and controls connection. All electrical wiring, disconnect switch, and unit powered 120-volt maintenance outlet and applicable automatic shut-down smoke damper/detector by the Electrical Contractor.

Thermostats/controllers shall be field installed and wired by the Mechanical Contractor. Thermostat rough-in and conduit by the Electrical Contractor.

1,07 Ductless Split Heat Pump system: See schedule on drawings.

Microcomputer controlled ductless split system heat pump - self-contained controls with automatic heating and cooling changeover - self diagnostic maintenance feature - hard start system - non polarized wiring - automatic defrost cycle. ETL and AHRI approved.

Indoor Unit: Wall / ceiling mounted architecturally styled cabinet - quiet full width centrifugal blower - aluminum fin evaporator coil - electric component box - washable filters. Provide with wired standard programmable thermostat.

Outdoor Unit: Inverter driven compressor - aluminum fin copper tubed condenser - external service valves with flared fittings - external gauge ports - electric component box. Provide with coil hail hood (wire guard is not acceptable).

Heating performance to offer 100% capacity at 5 deg. F, and 70-81% capacity at -13 deg. F. Refer to schedule for additional information.

When Low ambient cooling is scheduled, include wind baffle accessory & independent modulating fan head pressure control. Unit to be designed for continuous duty cooling down to 0-degree F ambient. Accumulator for increased refrigerant volume & rapid restart capability is required.

Refrigerant piping by Mechanical Installer. All electrical wiring and disconnect switch by Electrical Contractor.

1,08 Filters: Furnish filters with equipment. Replace all filters upon completion of project and leave one extra set of filters for Owner. Provide replacement chart to Owner showing each piece of equipment requiring filters, type of filter, and quantity. Throwaway filters shall be of one manufacturer.

AIR DISTRIBUTION 15840

1,01 Work Included: All duct distribution required for a complete and operational system.

1,02 Reference Standards: Installation and fabrication of all ductwork shall conform with the latest edition SMACNA duct manuals, ASHRAE handbooks and local codes. Construct ductwork to NFPA 90A Standard for the Installation of Air Conditioning and Ventilating Systems, and NFPA 90B Standard for the Installation of Warm Air Heating and Air Conditioning Systems. Fans shall bear the AMCA Certified Ratings Seal and UL Label.

1,03 Acceptable Manufacturers:

A. Ductwork (Rectangular)
1. Installing contractor
2. Wichita Sheetmetal
3. Engineer pre-approved equal

B. Dampers & Duct Accessories
1. Ruskin
2. Pottorff
3. Price
4. Nailor
5. Greenheck

1,04 Submittals: Submit shop drawings of duct accessories.

1,05 Duct Sizes: All duct sizes indicated on plans are inside clear dimensions. Overall duct sizes shall be increased to accommodate duct liner (where specified). Where structural conditions deem it necessary to change the size or shape of any duct, the equivalent free area shall be maintained.

1,06 Duct Pressure Class: Low pressure class - static pressure in duct less than 2" wg and velocities less than 2400 fpm.

1,07 Duct Material: Galvanized steel lock-forming quality, having a zinc coating of 1,25 ounces per square foot for each side (coating Class G90). Concealed round ductwork shall be snap-lock (low-pressure only) or spiral construction. Exposed round ductwork shall be spiral construction. Low pressure elbows shall be 4-piece adjustable seam type with a radius of not less than (1) times width of duct on centerline.

1,08 Dampers and Duct Accessories:

A. Access Doors: Access doors shall be double skin, insulated, hinged type with locking latches, 22 Ga. galvanized steel double skin door, 1" fiberglass insulation, continuous piano hinge, foam gasketing between door and frame, and between duct connection and frame. Maximum leakage of .25 CFM/sq. ft. at 1" W.G. static pressure. Built to SMACNA standards.

Ruskin Model ADH22 or approved equal.

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ISSUE:

NO.	DATE	DESCRIPTION

SHEET TITLE: MECHANICAL DETAILS AND SHEET SPECIFICATIONS

DATE: MARCH 10, 2026

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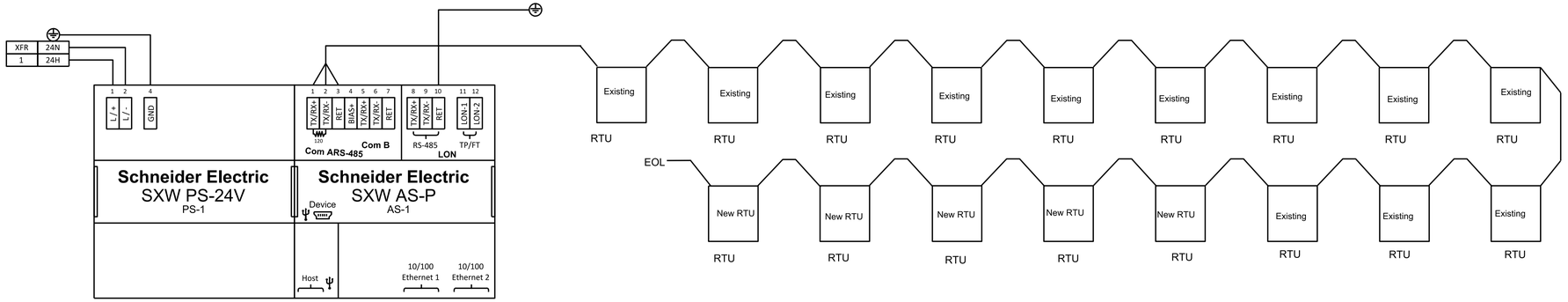
Network Layout

NOTE:
1. CONTACT ALLEN WISBEY (316-207-4255) AT C&C GROUP FOR ADDITIONAL INFORMATION.



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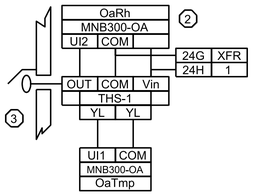

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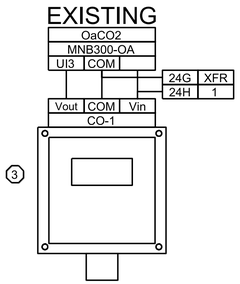
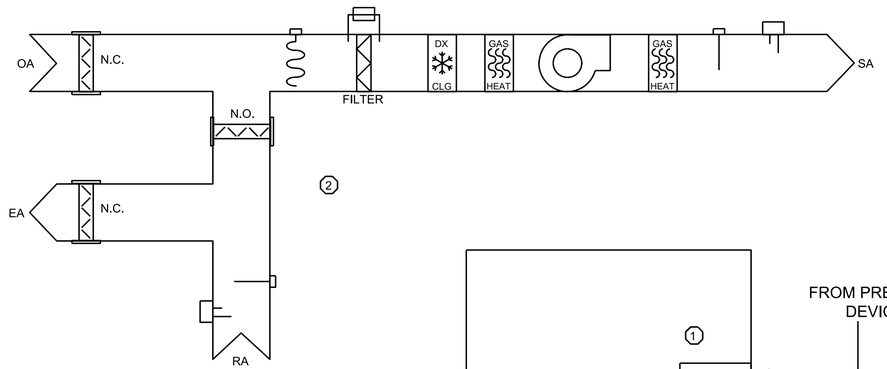
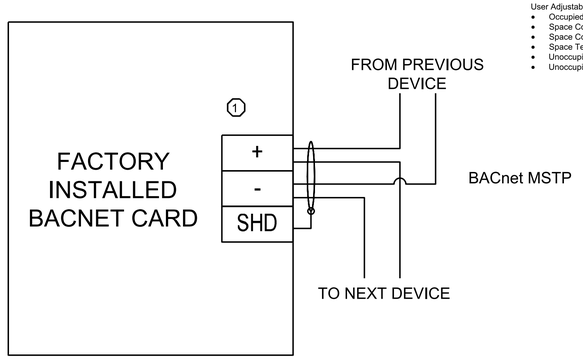


NOTES:
1. ACTUAL ORDER OF MSTP BUSS
2. OA TEMP, RH, CO2 WILL BE ADDED TO CONTROLLER TBD
3. LOCATE ON NORTH SIDE OF BUILDING.

RTU Integration





NOTES:
1. SEE NETWORK LAYOUT FOR DETAILS ON NETWORK ARCHITECTURE.
2. RTU COMPONENTS MAY DIFFER BY UNIT.

BACnet Points

Point List we are monitoring
- Alarm relay output status
- Application mode status
- Cool Output 1
- Cool Output 2
- Diagnostic: Fan Failure
- Discharge Air Temperature Active
- Heat Output 1
- Heat Output 2
- Mixed Air Temperature
- Occupancy Status
- Outdoor Air Damper Position Status
- Primary Filter Status
- Return Air Temperature
- Space Humidity Active
- Space Temperature Set Point Active
- Space Temperature Active
- Supply Fan Proving Status
- Supply Fan Speed Command
- Supply Fan Status

Points we are writing
- Heat Lockout Command
- Occupancy Request

User Adjustable Points
- Occupied Offset
- Space Cooling Set Point High Limit BAS
- Space Cooling Set Point Low Limit BAS
- Space Temperature Set Point BAS
- Unoccupied Cooling Set Point
- Unoccupied Heating Set Point

Sequence of Operations

Single Zone Variable Air Volume Control Sequence of Operation

General Standby Mode:
During normal occupied periods, when there is no space cooling or heating demands, the user will be able to choose Continuous or Cycling supply fan operation. During this period, if the supply fan is operating due to a Continuous Fan Mode selection, the supply fan will operate at 50% of the user selected, application specific, maximum airflow.

Cooling Operation:
Default Operation: During Cooling operation, the control will monitor the Space Temperature and Space Cooling setpoint and with a PI control algorithm determine if active cooling capacity is required. As the Space Temperature deviates from the Space Cooling Setpoint, the unit controller will calculate an active Discharge Air Cooling setpoint that the economizer (if installed) and compressor outputs will be controlled to meet. This active Discharge Air Cooling setpoint will be calculated between the Space Cooling setpoint and a user adjustable minimum (55° F Default for Single Zone Variable Air Volume Control). Once the control determines that a discharge air temperature equal to the user selected minimum (55° F Default) is required to meet the space cooling demand, if the space demand continues to increase, the supply fan speed will be allowed to increase above its minimum speed proportionally to meet the additional demand.

Alternate Economizer Operation:
Under the Default Operation, as described above, the supply fan speed will remain at minimum speed, as determined by the active cooling stages, until the space demand requires an increase in supply airflow. The customer will have the ability to choose to allow the supply fan speed to increase when the economizer is enthalpy enabled in order to realize the maximum cooling capacity of the economizer, prior to energizing compressor outputs, when the space requires active cooling capacity. All cooling capacity demand decisions will function as described in the "Default Operation" section above with the exception of the supply fan speed when the unit has an active cooling demand and the economizer is enthalpy enabled.

Heating Operation
During Heating operation, the control will monitor the Space Temperature and Space Heating setpoint and with a PI control algorithm determine if active heating capacity is required. As the Space Temperature deviates from the Space Heating Setpoint, the unit controller will increase the supply airflow up to the user selected, application specific, maximum airflow and begin to stage heating outputs (gas or electric) to meet the space demand.The customer will also have the ability to enable Supply Air Tempering control which will allow the unit to bring on one stage of heating when the discharge air temperature falls 10° F below the Space Heating Setpoint and the unit is operating in a minimum ventilation state with the supply fan running (not actively heating or cooling). The supply fan output will increase to the user selected, application specific, maximum airflow during Supply Air Tempering operation.

Sequence of Operation (if applied in a SINGLE-ZONE VAV SYSTEM)

A. SYSTEM OPERATING MODES:
The System Controller shall send the equipment controllers Occupied/Unoccupied, Morning Warm-up/Pre-cool, and Heat/Cool modes. If communication is lost, the equipment controllers shall operate.

1. NIGHT SETBACK:
During unoccupied mode, the system shall shut off. If the zone temperature drifts to the unoccupied heating or cooling setpoint, the system shall start up to heat or cool the zone, while the OA damper.

2. OPTIMAL START:
The System Controller shall automatically determine the optimal start time, such that each zone reaches its occupied setpoint just in time for scheduled occupancy.

B. SINGLE-ZONE VAV SYSTEM

1. OCCUPIED HEAT/COOL:
The RTU shall modulate the supply fan, modulate (or cycle) compressors, modulate (or stage) heat, and/or enable airside economizing to maintain zone temperature at setpoint. The OA damper shall modulate, in proportion to changing supply fan speed, to bring in the required amount of ventilation.

2. MORNING WARM-UP/PRE-COOL:
The RTU shall operate the supply fan and modulate (or cycle) compressors or modulate (or stage) heat to raise/lower zone temperature to its occupied setpoint. The OA damper shall remain closed, unless economizing.

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SHEET TITLE: MECHANICAL CONTROLS

DATE: MARCH 10, 2026

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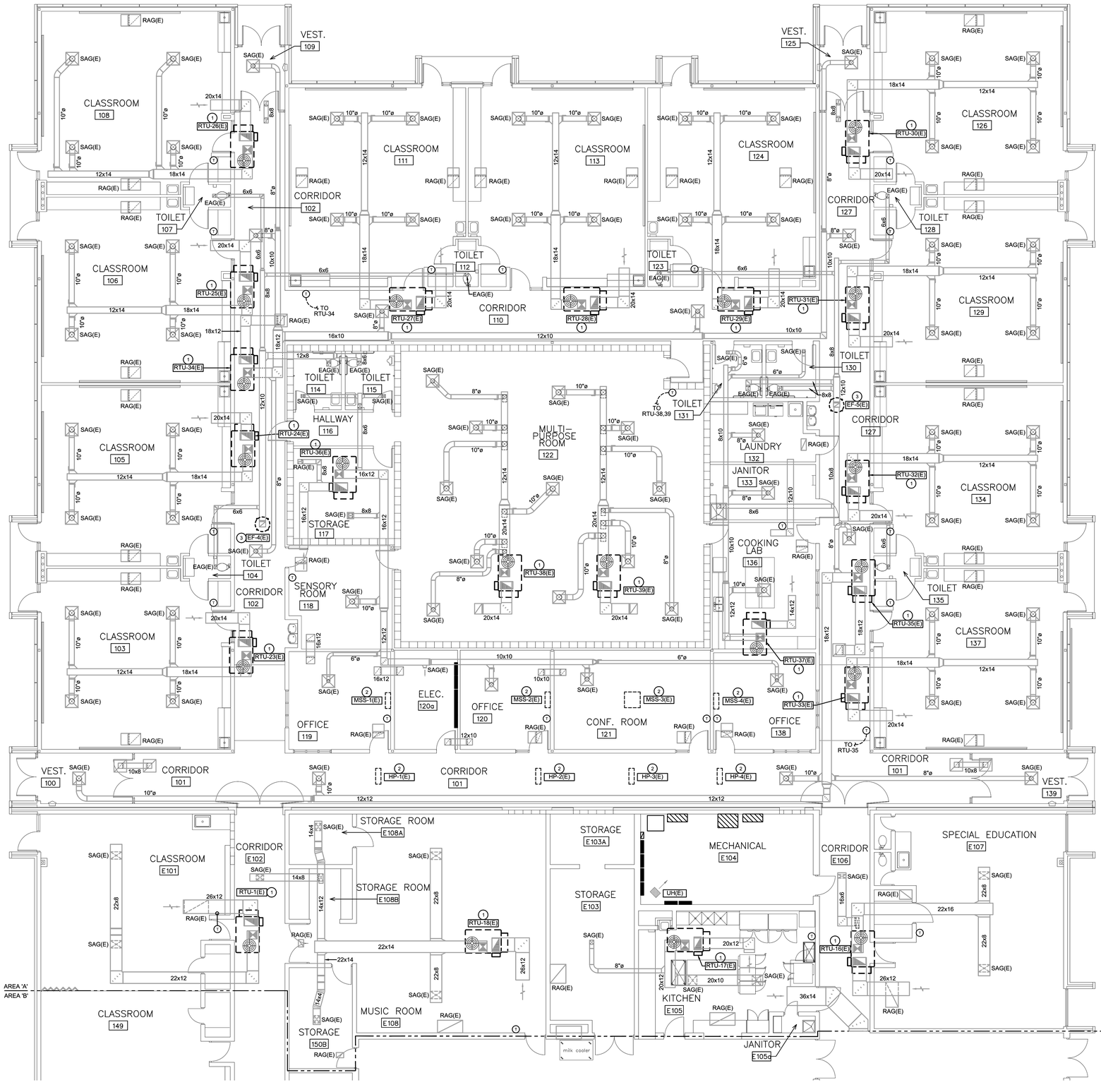
DEMOLITION PLAN NOTES:

1. REMOVE EXISTING ROOFTOP UNIT ALONG WITH EXISTING CONDENSATE DRAIN PIPING, CONTROLS, AND ACCESSORIES IN THEIR ENTIRETY. DISCONNECT EXISTING S.A. / R.A. DUCTWORK AND GAS PIPING. ROOF CURB TO REMAIN AND BE REUSED.
2. REMOVE EXISTING MINI-SPLIT SYSTEM, HEAT PUMP, REFRIGERANT PIPING, CONDENSATE DRAIN PIPING, CONTROLS, AND ACCESSORIES IN THEIR ENTIRETY.
3. EXISTING EXHAUST FAN TO REMAIN.

NOTE:
1. ALL EXISTING THERMOSTATS AND CONTROLS ASSOCIATED WITH REMOVED EQUIPMENT SHALL BE REMOVED AND REPLACED BY T.C.C..



AREA 'A'
ALTERNATE #1

AREA 'B'
BASE BID

KEY PLAN

A MECHANICAL DEMOLITION PLAN - AREA 'A'

SCALE: 1/8" = 1'-0"

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ISSUE:

NO.	DATE	DESCRIPTION

SHEET TITLE: MECHANICAL DEMOLITION PLAN – AREA 'A'

DATE: MARCH 10, 2026

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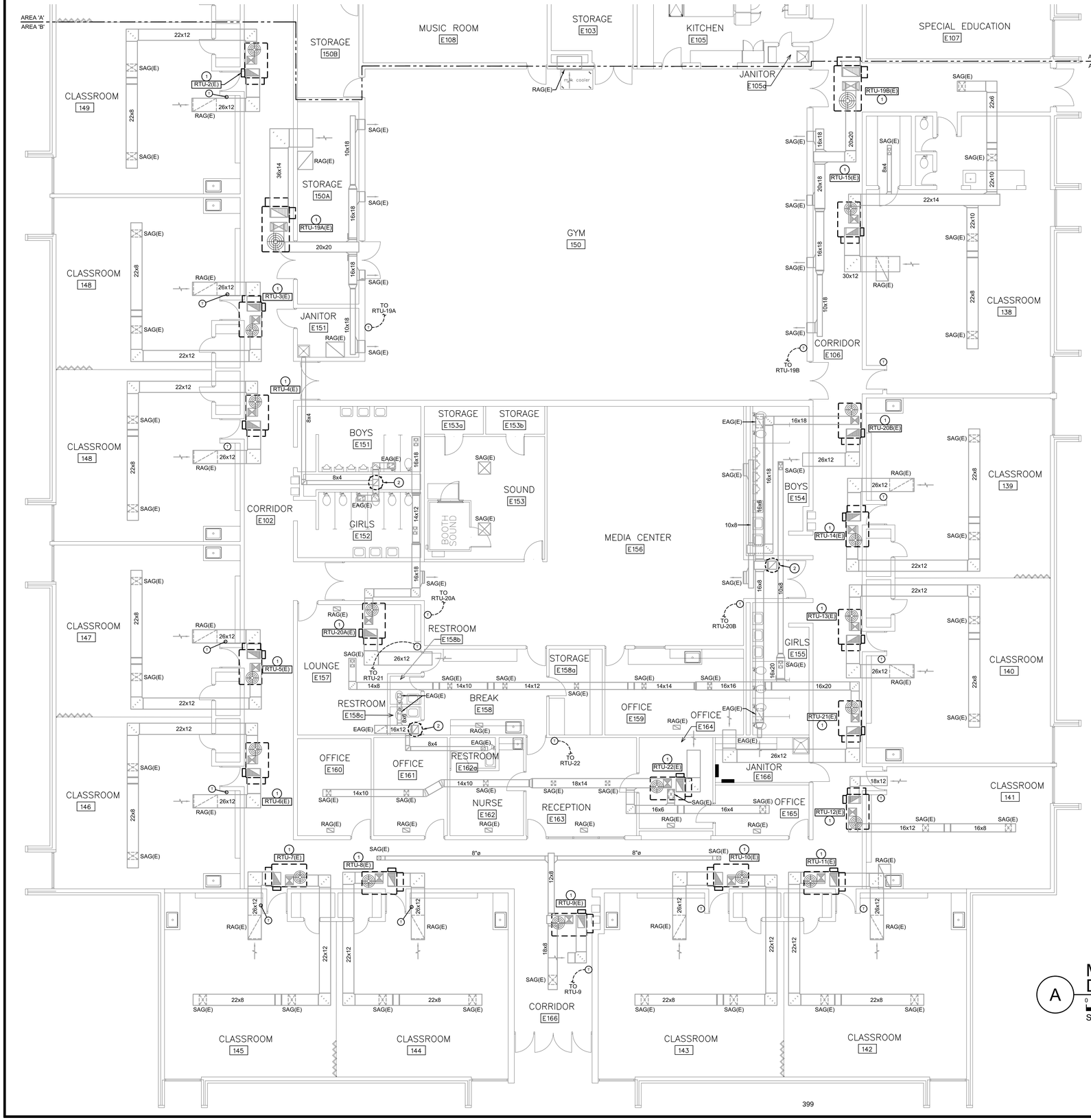
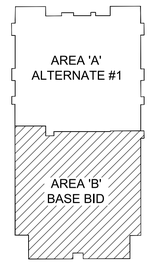


DEMOLITION PLAN NOTES:

1. REMOVE EXISTING ROOFTOP UNIT ALONG WITH EXISTING CONDENSATE DRAIN PIPING, CONTROLS, AND ACCESSORIES IN THEIR ENTIRETY. DISCONNECT EXISTING S.A. / R.A. DUCTWORK AND GAS PIPING. ROOF CURB TO REMAIN AND BE REUSED.
2. EXISTING EXHAUST FAN TO REMAIN.

NOTE:
1. ALL EXISTING THERMOSTATS AND CONTROLS ASSOCIATED WITH REMOVED UNITS SHALL BE REMOVED AND REPLACED BY T.C.C..



KEY PLAN

A MECHANICAL DEMOLITION PLAN - AREA 'B'

SCALE: 1/8" = 1'-0"

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SHEET TITLE: MECHANICAL DEMOLITION PLAN – AREA 'B'

DATE: MARCH 10, 2026

MD1.2

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MECHANICAL PLAN NOTES:

1. PROVIDE NEW ROOFTOP UNIT IN THIS APPROXIMATE LOCATION. COORDINATE EXACT LOCATION WITH EXISTING CURB AS WELL AS EXISTING S.A. AND R.A. DUCTWORK. PROVIDE CURB ADAPTER AS REQUIRED. RECONNECT EXISTING S.A. / R.A. DUCTWORK AS WELL AS GAS PIPING TO UNIT AS REQUIRED. INSTALL UNIT PER MANUFACTURER'S RECOMMENDATIONS. REFER TO EQUIPMENT SCHEDULE FOR ADDITIONAL INFORMATION AND REQUIREMENTS.
2. PROVIDE AND INSTALL NEW DUCTLESS SPLIT SYSTEM PER MANUFACTURER'S RECOMMENDATIONS. INSTALL NEW DSS UNIT IN SAME LOCATION AS PREVIOUSLY REMOVED MINI-SPLIT SYSTEM. REFER TO EQUIPMENT SCHEDULE FOR ADDITIONAL INFORMATION AND REQUIREMENTS.
3. PROVIDE AND INSTALL HEAT PUMP IN THIS APPROXIMATE LOCATION ON 12" STAND PER MANUFACTURER'S RECOMMENDATIONS. EXTEND REFRIGERANT PIPING DOWN TO RESPECTIVE INDOOR COOLING COIL. REFRIGERANT LINE SET TO HAVE UV PROTECTANT COATING. REFER TO EQUIPMENT SCHEDULE FOR ADDITIONAL INFORMATION AND REQUIREMENTS.
4. EXISTING EXHAUST FAN TO REMAIN.

NOTE:
1. CONTRACTOR TO BALANCE ALL EXISTING S.A. GRILLES TO CFM INDICATED ON PLANS. PROPORTIONALLY BALANCE GRILLES / DIFFUSERS AS REQUIRED.

AREA 'A'
ALTERNATE #1

AREA 'B'
BASE BID

KEY PLAN

A MECHANICAL PLAN - AREA 'A'

SCALE: 1/8" = 1'-0"

NORTH

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M1.1

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MECHANICAL PLAN NOTES:

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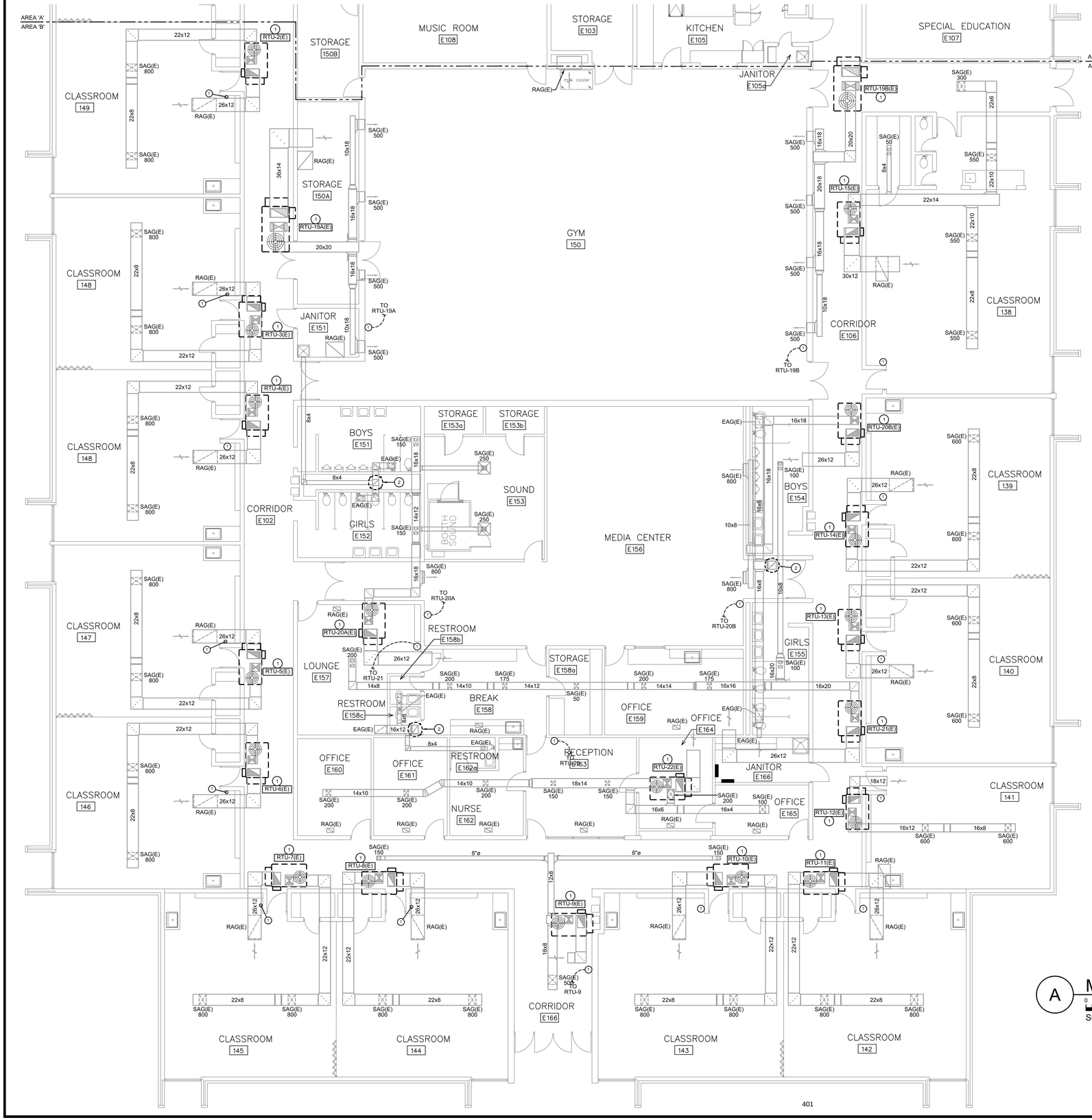

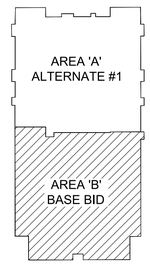

KEY PLAN

A MECHANICAL PLAN - AREA 'B'

SCALE: 1/8" = 1'-0"

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SHEET TITLE: MECHANICAL PLAN – AREA 'B'

DATE: MARCH 10, 2026

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CU FEEDER SCHEDULE

ICE

FEEDER IDENT.	CONDUCTORS			GROUND SIZE PER SET	ISOLATED GRD. SIZE PER SET	CONDUIT SIZE PER SET
	SETS	QUANT. PER SET	SIZE			
20.X	1	SEE NOTE 'b'	#12	#12	——	1/2"
30.X	1	SEE NOTE 'b'	#10	#10	——	1/2"
40.X	1	SEE NOTE 'b'	#8	#10	——	3/4"
50.X	1	SEE NOTE 'b'	#6	#10	——	1"
60.X	1	SEE NOTE 'b'	#4	#10	——	1 1/4"
70.X	1	SEE NOTE 'b'	#4	#8	——	1 1/4"
80.X	1	SEE NOTE 'b'	#3	#8	——	1 1/4"
90.X	1	SEE NOTE 'b'	#2	#8	——	1 1/4"
100.X	1	SEE NOTE 'b'	#1	#8	——	1 1/2"
150.X	1	SEE NOTE 'b'	#1/0	#6	——	2"
200.X	1	SEE NOTE 'b'	#3/0	#6	——	2"
225.X	1	SEE NOTE 'b'	#4/0	#4	——	2-1/2"
250.X	1	SEE NOTE 'b'	#250 KCMIL	#4	——	2-1/2"
300.X	1	SEE NOTE 'b'	#350 KCMIL	#4	——	3"
400.X	1	SEE NOTE 'b'	#600 KCMIL	#3	——	4"
450.X	2	SEE NOTE 'b'	#4/0	#2	——	2-1/2"
500.X	2	SEE NOTE 'b'	#250 KCMIL	#2	——	2-1/2"
600.X	2	SEE NOTE 'b'	#350 KCMIL	#1	——	3"
800.X	2	SEE NOTE 'b'	#600 KCMIL	#1/0	——	4"
1200.X	4	SEE NOTE 'b'	#350 KCMIL	#3/0	——	3"
1600.X	5	SEE NOTE 'b'	#400 KCMIL	#4/0	——	3-1/2"
2000.X	6	SEE NOTE 'b'	#400 KCMIL	#250	——	3-1/2"
2500.X	7	SEE NOTE 'b'	#500 KCMIL	#350	——	4"

FEEDER SCHEDULE NOTES:

a. THIS PROJECT MAY NOT REQUIRE ALL FEEDER TYPES LISTED IN THIS SCHEDULE.

b. THE NUMBER OF CONDUCTORS WILL BE BASED ON THE FOLLOWING NOTATION AT THE END OF EACH FEEDER TAG:

EXAMPLE: XXXX.X

AMPACITY

XXXX.XS: INDICATES THE SERVICE FEEDER SIZE, AND NUMBER OF CONDUCTORS. NO GROUND SHALL BE REQUIRED FOR SERVICE FEEDERS.

XXXX.2: INDICATES (2) HOT CONDUCTORS (OR 1 HOT + 1 NEUTRAL) FOR SINGLE PHASE CONNECTIONS

XXXX.3: INDICATES (3) HOT CONDUCTORS FOR THREE PHASE CONNECTIONS,(OR 2 HOT +1 NEUTRAL) FOR SINGLE PHASE CONNECTIONS

XXXX.4: INDICATES (3) HOT CONDUCTORS & (1) NEUTRAL CONDUCTOR, FOR THREE PHASE CONNECTIONS

EQUIPMENT CONNECTION SCHEDULE

ICE

SCH. CODE
SW=DISC. SW
CB=CIR.BKR.
T=TOGGLE SW.

UNIT DESIG.	120/60/1	208/60/1	208/60/3	480/60/3	LOAD H.P.	LOAD FLA	LOAD MCA	PANEL DEVICE RATING (AMPS/POLE) 15/2	15/3	20/3	225/2	30/3	35/2	40/3	DISCONNECTING DEVICE AT UNIT (AMPS/POLE) FUSTAT	30/2	30/3	60/2	60/3	STARTER (SIZE/POLE) SIZE FUSE	NEMA/SIZE	0/3	1/3	2/3	IN MCC	AT UNIT	NEMA/SIZE	CIRCUIT NUMBER	FEEDER IDENT.
RTU-1			●				16		●							●				20A	●							20.3
RTU-2			●				16		●							●				20A	●							20.3
RTU-3			●				16		●							●				20A	●							20.3
RTU-4			●				16		●							●				20A	●							20.3
RTU-5			●				16		●							●				20A	●							20.3
RTU-6			●				16		●							●				20A	●							20.3
RTU-7			●				16		●							●				20A	●							20.3
RTU-8			●				16		●							●				20A	●							20.3
RTU-9	●						16				●				●					25A	●						D-35	30.2
RTU-10			●				16		●							●				20A	●							20.3
RTU-11			●				16		●							●				20A	●							20.3
RTU-12			●				11	●								●				15A	●						P-13	20.3
RTU-13			●				11	●								●				15A	●							20.3
RTU-14			●				11	●								●				15A	●							20.3
RTU-15			●				16		●							●				20A	●							20.3
RTU-16			●				16		●							●				20A	●							20.3
RTU-17			●				16		●							●				20A	●							20.3
RTU-18			●				16		●							●				20A	●							20.3
RTU-19A			●				16		●							●				20A	●							20.3
RTU-19B			●				16		●							●				20A	●							20.3
RTU-20A			●				16		●							●				20A	●							20.3
RTU-20B			●				16		●							●				20A	●							20.3
RTU-21			●				11	●								●				15A	●							20.3
RTU-22			●				11	●								●				15A	●							20.3
RTU-23			●				16		●							●				20A	●							20.3
RTU-24			●				16		●							●				20A	●							20.3
RTU-25			●				16		●							●				20A	●							20.3
RTU-26			●				16		●							●				20A	●							20.3
RTU-27			●				11	●								●				15A	●							20.3
RTU-28			●				11	●								●				15A	●							20.3
RTU-29			●				11	●								●				15A	●							20.3
RTU-30			●				11	●								●				15A	●							20.3
RTU-31			●				11	●								●				15A	●							20.3
RTU-32			●				11	●								●				15A	●							20.3
RTU-33			●				11	●								●				15A	●							20.3
RTU-34			●				11	●								●				15A	●							20.3
RTU-35			●				11	●								●				15A	●							20.3
RTU-36			●				11	●								●				15A	●						HN1-49	20.3
RTU-37	●						16				●				●					25A	●							30.2
RTU-38			●				16		●							●				20A	●							20.3
RTU-39			●				16		●							●				20A	●							20.3
HP-1	●						10	●								●				15A	●						LN1-101	20.2
HP-2	●						10	●								●				15A	●						LN1-114	20.2
HP-3	●						17					●					●			31A	●						LN1-118	35.2
HP-4	●						10	●								●				15A	●						LN1-122	20.2

EQUIPMENT CONNECTION SCHEDULE NOTES

ICE

GENERAL NOTES:

a. ALL CONNECTIONS AND ELECTRICAL EQUIPMENT LISTED IN THIS SCHEDULE SHALL BE PROVIDED AND INSTALLED BY THE ELECTRICAL CONTRACTOR

b. REFER TO THE MECHANICAL DRAWINGS AND SPECIFICATIONS FOR THE REQUIREMENTS ASSOCIATED WITH WIRING AND CONNECTIONS OF INTERLOCKING, THERMOSTAT LOCATIONS, EXHAUST FAN CONTROL SWITCHES AND OTHER CONTROLS OF MECHANICAL EQUIPMENT.

SCHEDULE NOTES:

1. EXISTING CIRCUIT THAT SERVED PREVIOUS RTU UNIT SHALL BE EXTENDED TO NEW RTU UNIT AS REQUIRED. CONTRACTOR SHALL PROVIDE NEW FUSIBLE DISCONNECT SWITCH AS REQUIRED.
2. PROVIDE NEW 25A/2P CIRCUIT BREAKER IN EXISTING PANEL AS REQUIRED.
3. PROVIDE NEW 15A/3P CIRCUIT BREAKER IN EXISTING PANEL AS REQUIRED.
4. INDOOR DSS UNIT SHALL BE POWERED FROM OUTDOOR UNIT. PROVIDE POWER AND CONTROL WIRING BETWEEN INDOOR & OUTDOOR UNIT. COORDINATE EXACT REQUIREMENTS WITH MECHANICAL CONTRACTOR.
5. PROVIDE NEW 15A/2P CIRCUIT BREAKER IN EXISTING PANEL AS REQUIRED.
6. PROVIDE NEW 35A/2P CIRCUIT BREAKER IN EXISTING PANEL AS REQUIRED.

SYMBOL LIST

ICE

SYMBOL	DESCRIPTION	MOUNTING
(A)	LED FIXTURE & FIXTURE LETTER	CEILING
(A)	LED FIXTURE & FIXTURE LETTER	CEILING
(A) A	LED FIXTURE & FIXT. LETTER	SURF./RECESSED
(A)	LED FIXTURE & FIXT. LETTER	WALLBRACKET
	EXIT FIXT. - SHADING DENOTES FACE(S)	CEIL./WALL
(E)	EMERGENCY LIGHT	CEIL./WALL
	GFCI DUPLEX GROUNDED RECEPTACLE	1'-6" AFF
	DUPLEX GROUNDED RECEPTACLE	1'-6" AFF
	EXTERIOR GFCI RECEPT. WEATHERPROOF	1'-6" AFF
	DOUBLE DUPLEX RECEPTACLE	1'-6" AFF
	SPECIAL OUTLET, SEE SCHEDULE OR AS NOTED	
	OCCUPANCY SENSOR, SEE SCHEDULE OR AS NOTED	
	PHONE/DATA OUTLET	1'-6" AFF
	DATA OUTLET	1'-6" AFF
	CATV OUTLET	1'-6" AFF
	SWITCHED RECEPTACLE	1'-6" AFF
	TELEPHONE OUTLET (W= 44")	1'-6" AFF
$ $_3$ $_4$ $_D$ $_K$ $_P$	SWITCHES (1-POLE,3-WAY,4-WAY,DIMMER,KEY,PILOT)	4'-0" TO TOP
	PUSH BUTTON	
J	JUNCTION BOX	
A	BRANCH CIRCUIT PANEL & PANEL DESIG.	6'-6"TO TOP
30/3/240	H.D. SAFETY SWITCH (AMPS,POLE,VOLTAGE)	6'-6"TO TOP
0/3/240	STARTER (SIZE,POLE,VOLTAGE)	6'-6"TO TOP
X	PLAN NOTE	
	MOTOR	
	CONDUIT RUN W/ CONDUCTORS SEE NOTE #7	CEIL./WALL
	CONDUIT RUN 2 CIRCUIT, SEE NOTE #7	EARTH/FLOOR
	PARTIAL HOMERUN (MULTIPLE LOAD LOCATIONS)	
30.3 30/3	FEEDER 30.3 30A CIRCUIT SEE NOTE #7	
	CIRCUIT SUPPLIED FROM EMERGENCY SYSTEM	
XXX.X	FEEDER IDENTIFICATION, SEE SCHEDULE	
CM	CEILING MOUNT	
CT	SEE NOTE #9	
WP	WEATHERPROOF	
EM	ITEM SUPPLIED FROM EMERGENCY SYSTEM	
a,b,c	INDICATES SWITCHING SCHEME	
TP	TAMPER PROOF	
FACP	FIRE ALARM CONTROL PANEL	
FAAP	FIRE ALARM ANNUNCIATOR PANEL	
	CEILING SPEAKER	
	FIRE ALARM MANUAL STATION	4'-0" TO TOP
	COMB. F.A. HORN & VISUAL SIGNAL	WALL 80"AFF
	FIRE ALARM VISUAL SIGNAL	WALL 80"AFF
	AREA SMOKE DETECTOR, SEE GEN. NOTE #11	CEIL./WALL
	HEAT DETECTOR	CEIL./WALL
	DUCT DETECTOR	
	MAGNETIC DOOR HOLD OPEN	

GENERAL NOTES

ICE

1. VERIFY ALL OUTLET LOCATIONS ON THE JOB PRIOR TO ROUGH-IN.
2. REFER TO RELATED ARCHITECTURAL, MECHANICAL, AND STRUCTURAL DRAWINGS FOR RELATED INFORMATION.
3. REFER TO THE SPECIFICATIONS FOR DATA NOT ON THE DRAWINGS.
4. COORDINATE OUTLET BOX LOCATIONS WITH MASONRY TO MINIMIZE CUTTING OF BRICK OR BLOCK.
5. WALL MOUNTING HEIGHTS TO CENTERLINE OF DEVICE UNLESS OTHERWISE NOTED.
6. E.C. SHALL REFER TO MECHANICAL DRAWINGS AND SPECIFICATIONS FOR THE REQUIREMENTS ASSOCIATED WITH WIRING AND CONNECTION OF INTERLOCKING AND CONTROLS OF MECHANICAL UNITS AND THERMOSTAT LOCATIONS.
7. CONDUIT RUN W/CONDUCTORS AS INDICATED, CONDUIT SIZE AS REQUIRED. CONDUIT RUN TO PANEL DEVICE SIZE AS INDICATED (AMP/ POLE), CIRCUIT WITHOUT INDICATION IS ROUTED TO 20A.,1P. BREAKER. CONDUCTOR COUNT IS NOT SHOWN ON THE DRAWINGS FOR #12 SIZE CONDUCTORS. ELECTRICAL CONTRACTOR SHALL PROVIDE NUMBER OF CONDUCTORS AS REQUIRED FOR CIRCUITING, SWITCHING AND/OR CONTROL AS REQUIRED. ALL REQUIREMENTS OF THE CURRENT NATIONAL ELECTRICAL CODE SHALL BE FOLLOWED FOR CONDUIT FILL AND CONDUCTOR DE-RATING IF APPLICABLE.
8. A GROUND CONDUCTOR SIZED PER N. E. C. ARTICLE 250 IS REQUIRED IN ALL POWER, RECEPTACLE, AND LIGHTING CIRCUITS. GROUND CONDUCTORS ARE NOT SHOWN ON DRAWINGS.
9. WHERE AREA SMOKE DETECTORS ARE SHOWN ON THE DRAWINGS ELECTRICAL CONTRACTOR SHALL NOT LOCATE SMOKE DETECTORS CLOSER THAN 4 FEET FROM ANY MECHANICAL AIR SUPPLY OR RETURN DIFFUSER, GRILLE, OR REGISTER PER NFPA. ELECTRICAL CONTRACTOR SHALL COORDINATE WITH OTHER TRADES FOR LOCATION OF DETECTOR.
10. AT EVERY SMOKE OR FIRE/SMOKE DAMPER ELECTRICAL CONTRACTOR SHALL INSTALL A DUCT SMOKE DETECTOR AND RELAY TO CLOSE DAMPER AND SHUT DOWN ASSOCIATED MECH UNIT ON ACTIVATION OF DETECTOR. REFER TO MECHANICAL PLANS AND SPECIFICATIONS AND/OR MECHANICAL CONTRACTOR FOR LOCATIONS AND CONTROL REQUIREMENTS. PROVIDE 120V. CONTROL POWER AT DAMPER IF REQUIRED. IF REQUIRED BY THE FIRE ALARM SYSTEM SUPPLIER, MECHANICAL CONTRACTOR SHALL MODIFY DUCTWORK WHERE FIRE/SMOKE DAMPERS ARE LOCATED AS REQUIRED TO INSTALL DUCT SMOKE DETECTORS IN THE DUCTWORK AT THE FIRE/SMOKE DAMPER LOCATIONS. NOT ALL SMOKE OR FIRE/SMOKE DAMPERS MAY BE SHOWN ON THE DRAWINGS, HOWEVER, ALL SMOKE OR FIRE/SMOKE DAMPERS SHALL BE PROVIDED WITH ABOVE REQUIREMENTS.

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DATE: MARCH 10, 2026

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DIVISION 16 ELECTRICAL

SECTION 16010

GENERAL REQUIREMENTS

PART 1 - GENERAL EXTENT OF WORK

1.01 The General Conditions, General Requirements, and Special Conditions shall be and are hereby made a part of this section. The Electrical Contractor shall furnish all labor, materials, tools, transportation, equipment, services and facilities required for the complete, proper and substantial installation of all electrical work shown on the drawings and/or outlined in these specifications. The installation shall include all materials, appliances and apparatus not specifically mentioned herein or noted on the drawings, but which are necessary to make a complete working installation of all electrical systems.

1.02 The Contractor shall consult and be guided by the General Conditions and all other divisions referred to herein and relative thereto in performing the work covered under this division of the specification.

1.03 All of the electrical related work required for this project (unless specified otherwise) is a part of the electrical contract price and is not necessarily specified under this division of the specifications or shown on the drawings. Therefore, all divisions of the specifications and all drawings shall be consulted.

1.04 The drawings showing the layout of the work indicate the approximate locations of outlets, apparatus and equipment. The drawings are schematic only and are not intended to show the exact routing of conduits, etc. The final determination as to the routing shall be governed by structural conditions and other obstructions. This shall not be construed to mean the design of the system may be changed, it merely refers to the exact run of a raceway between given points. The Contractor shall consult all contract drawings which may affect the location of any outlet, apparatus or equipment to avoid possible interference and permit full coordination of all work. The right to make any reasonable change in the location of apparatus, outlets and equipment up to the time of roughing-in is reserved by the Architect without involving any additional expense to the Owner.

1.05 The approval by the Architect or his representative of any materials, drawings, etc., submitted by the Contractor will be considered as only an aid to the Contractor in carrying out his work. Such approval as may be given does not relieve the Contractor from the necessity of furnishing the materials and performing all the work as required by the drawings and the specifications.

1.06 The work specified under this division of the specifications shall include the furnishing of all labor, materials, apparatus and tools necessary for the complete installation of all conduit and wiring; devices for lighting, power and control systems, and such other work and equipment as are indicated on the drawings or as noted herein.

1.07 The entire installation shall be made in a workman like manner, left completely connected, and ready to give proper and continuous service.

1.08 All materials and work in connection with the foregoing items shall be as specified herein, or called for on the drawings.

1.09 The complete installation shall be in accordance with the latest rules and regulations of the National Fire Protection Association and all other Boards and Departments having jurisdiction. Any items or requirements noted herein or shown on the drawings in excess of code requirements, but permitted under the code, shall take preference unless special permission is obtained from the Architect to the contrary.

1.10 The light and power installation shall operate with the electrical energy obtained from outside sources. Such part of the system as may be regulated by rules of the local utility company shall, insofar as method of construction, workmanship and materials are concerned, be in full accordance with the standard practice and rules and regulations of the local utility company.

1.11 This Contractor shall coordinate his work under this division of the specifications with the work of other trades wherein it may be interrelated. His work shall be done in such an order that there will be no interference in installing, nor delay in completion, of any part or parts of each respective trade, thereby permitting all construction work to proceed in its natural sequence without unnecessary delay.

1.12 Before submitting his bid, the Contractor shall familiarize himself with the rules of all governing bodies having jurisdiction and shall notify the Architect in submitting his bid, if in his opinion, any work or material specified is contrary to such rules. Otherwise, the Contractor shall be responsible for the approval of all work and materials and, in case the use of any material specified is not permitted, a substitute shall be approved by the Architect and shall be provided at no increase in cost.

1.13 Unless noted otherwise on the Drawings, or elsewhere in these Specifications, the singular words 'Provide', 'Furnish', or 'Install' noted on the drawings or in these Specifications shall be construed to mean 'Furnish, install, and connect each item, and if such is a part or component of a system the entire system shall be functional with all items and components provided.

PART 2 - RULES AND REGULATIONS

2.01 All work under this heading shall comply with the latest rules and regulations of the National Electrical Code Standard of the National Fire Protection Association and with all laws, regulations and ordinances of the utility company, City, County and State.

2.02 Drawings and specifications indicate the minimum standards of construction. Should any work indicated be substandard to any ordinance, law, code, rule or regulation bearing on work, the Contractor shall execute work accordingly, without increased cost to the Owner, but not until he has referred such variances to the Architect for his approval.

2.03 This Contractor shall provide and install only the brands of materials and equipment specified herein, or equipment approved by the Architect-Engineer as equal. All material and equipment shall be listed and labeled by Underwriters Laboratories, Inc., indicating compliance with nationally recognized standards and/or tests.

PART 3 - PERMITS, FEES AND INSPECTIONS

3.01 Secure and pay for all necessary and usual permits, fees, inspections and certificates required for this work and deliver permits and certificates to the Architect for transmittal to the Owner before final acceptance of the project.

PART 4 - SERVICES

4.01 This Contractor shall pay for all expenses, deposits, reimbursements, etc., required by the local rules and codes for the service to the building, complete and ready for use.

4.02 This Contractor shall bear all expenses involved for the complete installation of the electrical service (both temporary and permanent) to the building ready for operation, except as specifically excluded on the drawings. All temporary wiring shall be installed per the National Electrical Code. This shall include guard posts around transformers and pedestals per utility company standards. Verify complete installation and locations of pad mount or pole mount transformers with the local electric utility company and bid installation to comply with their requirements.

4.03 This Contractor shall consult all local departments to verify requirements and bid installation of service in accordance with local codes and utility company standards.

4.04 This Contractor shall bear all expenses involved for the complete telephone service conduit installation and steel or nylon pull wire ready for cable installation. Verify complete installation with the local telephone company and bid installation to comply with their requirements.

PART 5 - TEMPORARY ELECTRICAL

5.01 Electrical Contractor/Subcontractor shall:

A. Make arrangements with electric utility for temporary service.

B. Provide materials, equipment, labor to install, modify, maintain (and upon completion of project, remove) safe temporary electrical power and lighting systems per OSHA standards.

C. Provide sufficient capacity for construction tools, equipment, temporary ventilation and lighting.

D. Distribute systems throughout building and construction area of site such that an extension cord no longer than 100' will reach any work area. Open branch systems permitted where permitted by the National Electrical Code and OSHA. Provide temporary services to all construction offices as required.

E. Employ permanent systems as they are completed and available.

F. Provide metering of temporary service. All temporary utility costs will be paid by the General Contractor.

PART 6 - MATERIALS OF APPROVED EQUAL

6.01 Where items of equipment and/or materials are specifically identified herein by a manufacturer's name, model or catalog number, only such specific items may be used in the base bid, except as hereinafter provided.

6.02 Unless requests for changes in base bid specifications are received and approved and noted by written addendum prior to the opening of bids, the successful contractor will be held to furnish specified items.

6.03 After contract is awarded, changes in specifications shall be made only as defined under "Substitution of Equipment."

PART 7 - SUBSTITUTION OF EQUIPMENT

7.01 After execution of the contract, substitution of equipment of makes other than those specifically named in the contract documents may be approved by the Engineer only if the equipment named in the specifications cannot be delivered to the job in time to complete the work in proper sequence to work of other contractors, due to conditions beyond control of the contractor.

7.02 Requests for substitutions must be accompanied by documentary proof of equality of difference in price and delivery, if any, in form of certified quotations from suppliers of both specified and proposed equipment.

7.03 The Owner shall receive all benefits of the difference in cost involved in any substitution, and the contract altered by change order to credit Owner with any savings so obtained.

PART 8 - SUBMITTALS

8.01 Contractor shall, within 15 days after award of contracts begin sending to the General Contractor for review submittals containing the following:

8.02 Shop Drawings:

A. Submit three master sets of "Shop Drawings" in the form of bond paper 8 1/2" x 11" or 11" x 17" size. Data shall be reduced on drawings as required to leave 5" x 3" clear on each drawing for Engineer's stamp.

B. Architect and consultants will retain copies of the master set for their records and return one reviewed master set to the contractor.

C. Contractor(s) shall, upon receipt of reviewed shop drawings, obtain and distribute copies of reviewed master set as necessary to coordinate work. (Contractor's file, job site file, record document file, other prime contractors, subcontractors and suppliers.)

D. Shop Drawings are custom prepared data and shall show and identify item(s) to be furnished and give location, arrangement, scale, details, sizes, dimensions, performance characteristics, capacities, wiring diagrams, finish and other pertinent information. Each individual item shall have its own separate sheet provided for approval. (Example: Separate sheets for each panelboard.)

E. All shop drawings shall be checked and signed by this contractor and General Contractor prior to submittal to the Architect/Engineer. SHOP DRAWINGS SUBMITTED WITHOUT THE CONTRACTOR'S STAMP OF APPROVAL AND VERIFICATION WILL BE RETURNED BEFORE THE ENGINEER WILL REVIEW SAME. Equipment, materials, etc., not meeting specifications and/or drawing requirements shall be returned to the supplier for corrections before they are submitted to the Architect-Engineer. This Contractor is reminded that only those materials specified, approved or otherwise indicated by the project specifications, drawings, or addenda will be permitted to be used in constructing the electrical work for this project. The first review of submittals (shop drawings) will be provided as indicated at no charge to the Contractor. However, subsequent review(s) of resubmittals required by "Rejected" status from the original review will necessitate the Electrical Contractor being charged by the electrical consultant a fee of $65 per man-hour, with a minimum charge of $100 for each item resubmitted. It is intended that all electrical submittals be made in a complete and timely fashion such as to permit a comprehensive and thorough review of same.

F. Each shop drawing sheet shall indicate job name.

G. Shop drawings submitted without contractor's signatures or approval and verification will not be reviewed.

H. Shop drawings shall be submitted on wire, devices, fixtures (including distribution curves), gear, systems, conduit, etc.

8.03 Product Data: Product Data includes manufacturer's printed specifications, instructions, recommendations, pertinent catalog pages and similar information. Such data shall be marked to identify the data applicable to the Project. Submit three copies. Architect and consultants will review, note and record action and make copies for their files. One submitted copy then will be returned to the Contractor who shall reproduce and distribute copies needed for Project Work.

8.04 Quantities of materials will not be verified by the Architect or Engineer. Submittal Review stamp on shop drawings does not constitute review of quantities listed on shop drawings.

8.05 Engineer's review of Compliance Submittals will not relieve Contractor from his responsibility for any deviations from the requirements of the Contract Documents unless Contractor, has in writing, called Engineer's attention to such deviation at the time of submission and Engineer has given written approval to the specific deviation, nor shall any review by Engineer relieve Contractor from responsibility for errors and/or omissions in Compliance Submittals. No work shall be fabricated until the Architect's review has been obtained. Any time delay caused by correcting and resubmitting shop drawings will be the responsibility of the Contractor.

PART 9 - OPERATING INSTRUCTIONS:

9.01 The Contractor shall submit along with the shop drawings of the equipment, three (3) copies of operating instructions for all items. Instructions shall be prepared by the manufacturer of the equipment.

9.02 After the operating instructions have been approved by the Engineer, the Contractor shall frame one (1) set under plastic and mount near the equipment described.

9.03 The Contractor shall also obtain all manufacturer's instruction manuals and provide one complete set of "as built" drawings and turn these over to the Architect upon completion of the project.

9.04 The Contractor shall keep in a safe place all keys and special wrenches furnished with equipment under this contract and shall give same to the Architect at the completion of the project.

9.05 The Contractor shall prepare (5) complete brochures covering all systems and equipment furnished and installed under his contract. Brochures shall be submitted to the Architect-Engineer for review prior to delivery to the Owner. The Engineer will retain (1) copy. The cost of these brochures shall be included in the contract cost. Brochures shall contain the following:

A. Certified equipment drawings and/or catalog data clearly marked for equipment furnished as required for approval submission under previously detailed section of these specifications.

B. Complete operating and maintenance instructions for each item of equipment.

C. Complete parts list for each equipment item.

D. Any special emergency operating instructions and a list of service organizations (including addresses and telephone numbers) which can provide emergency service to the various parts of the system.

E. Riser diagrams on special systems.

9.06 Brochures shall be bound in hard fiberboard covers or loose-leaf binders. If loose-leaf binding is used, each sheet shall be reinforced to prevent tearing from continued usage. Each brochure shall have the following information clearly printed on its front cover:

A. Project name and address.

B. Section of work covered: "Electrical Work".

C. Name and address of Architect.

D. Name and address of Engineer.

E. Name and address of Contractor.

F. Telephone number of Contractor, including night or emergency number.

9.07 In addition to these written instructions, each respective Contractor shall fully and carefully instruct the Owner, or his representatives, as to the proper operation, care and maintenance of each system and its equipment.

PART 10 - COORDINATION AND BUILDING CONDITIONS

10.01 The Contractor shall visit the site and determine all existing local conditions affecting work in his contract. He shall examine the architectural drawings and specifications to familiarize himself with the type of construction to be used for all work and how it will affect the installation of work in his contract.

10.02 Failure to determine existing conditions or the nature of existing or new construction will not be considered as a basis for the granting of additional compensation.

10.03 The drawings have been prepared to cover all electrical work under this contract. The Contractor is referred to all other contract drawings to guide him in the proper installation of his work.

10.04 The Contractor shall fully familiarize himself with the floor drawings, elevations, details of construction, feeders, fixtures, conduit, wiring, service, etc., insofar as it may affect the installation of the work under this specification in order that every item necessary and labor may be provided even though not specifically referred to on the drawings or called for in the specifications.

10.05 As the drawings are generally diagrammatic, the final layout of the work shall be subject to the approval of the Architect but the Contractor shall be responsible without increase in contract price for the coordination of all work under various divisions of the specifications.

10.06 This Contractor shall confer with other Contractors installing work which may affect his work and must arrange his layout, etc., to avoid interference with such work. Any damage resulting from his neglect to do so must be paid for by the Contractor.

10.07 Where necessary to fit and center with paneling of ceilings and wall spaces, the Contractor must, at his own expense, shift the lighting outlets or other outlets as required by the Architect.

10.08 All outlets shall be set in such a manner as to finish flush with wall and ceiling lines unless marked to be exposed or surface mounted on the drawings. The height of brackets, switches, outlets, etc., are to be as directed.

10.09 The Contractor shall obtain from the Architectural and Structural drawings the exact location and size of spaces available for his apparatus and material and shall install them accordingly. In case the space allowed is not sufficient, or an obstruction interferes with placing them as shown or specified, the Contractor shall obtain instructions from the Architect and shall install them as directed without extra charge.

10.10 The above provisions refer only to the exactness of positions that cannot be determined from the drawings and do not permit placing apparatus distinctly different from that shown on the drawings.

10.11 This Contractor shall do all cutting and patching of building materials required for the installation of work herein specified. No structural member shall be cut without the approval of the Architect and all such cutting shall be done in a manner directed by him.

10.12 All patching shall be done in a neat and workman-like manner, meeting with the approval of the Architect, by mechanics of the particular trade involved. Any penetrations through roof shall be made with "Stoneman" flashing connections as manufactured by Stoneman Engineering and Manufacturing Co., Inglewood, Calif., and any penetrations made in exterior or basement foundation walls shall be sealed with Thunderline "Link-Seal" connections, as manufactured by Thunderline Corporation, Wayne, Michigan.

10.13 Any holes or voids created in floors, ceilings and walls, including any spaces or gaps around conduit or equipment passing through such areas, which compromise the applicable rating of the floors, ceilings or walls, shall be sealed with an intumescent material equal to "3M Fire Barrier Caulk, Putty or Strip Sheet", "Carborundum Fiberfrax Fyre Putty", "Tremco X-flemo Fire Products", or "Rectorseal Metacalk". Material equal to the above and meeting U.L., 1479 may be used. All installations shall be per manufacturer's exact instructions.

10.14 All drilling of holes through concrete shall be accurately and carefully done by using a "Concrete Termite" drill. The use of a star drill or air hammer for this work shall not be permitted.

10.15 This Contractor shall do all painting and finishing of all electrical equipment installed in finished areas. All work shall be performed in accordance with the Architectural specification section on "Painting and Finishing". All colors and finish applications shall be as directed by the Architect. (Painting is not required of receptacles, switches, circuit breakers, etc., unless specifically so noted on the drawings.)

10.16 The Electrical Contractor shall confirm the exact electrical requirements for all equipment supplied by others and installed or connected by the Electrical Contractor. The specific work performed for the installation of any equipment shall be in conformance with the requirements established by the shop drawings of the equipment supplied. In the event the shop drawings establish requirements distinctly different than the requirements shown in the contract documents, the Contractor shall be entitled only to an adjustment for such a difference between the work shown and the work required with full credit for labor and materials shown on the original drawings.

10.17 The Electrical Contractor shall provide all trenching and backfilling for underground conduits. Unless noted otherwise in other divisions of these specifications, all trenches shall be backfilled and compacted with material defined by the United Soil Classification as ML or CL (silt and clay of low to medium plasticity). Compaction shall be to 90% of ASTM D698.

PART 11 - PERFORMANCE

11.01 Provide as part of the work of this contract, in addition to the first year guarantee on equipment and materials, the following described routine maintenance and inspection. (The one year time period will not start until each and every item is complete in accordance with drawings and specifications and accepted by the Owner). Check all emergency systems, control, fire alarm, transformers, etc., correct and adjust same. This service to be provided during the guarantee period.

PART 12 - SYSTEM

12.01 System: Distribution characteristics shall be as indicated on drawings.

PART 13 - GROUNDING

13.01 All conductors, motor frames, etc., that require grounding shall be grounded in accordance with the requirements of the National Electrical Code, local power company and local electrical codes. All ground connections to ground rods shall be with U.L. approved ground clamps. Provide additional ground rods as required to achieve a resistance of 25 ohms or less per N.E.C., 250-84; at the request of the Engineer provide a copy of the ground test results. Multiple ground rods (when required) shall not be less than 6 feet apart.

PART 14 - ADJUSTING, ALIGNING AND TESTING

14.01 All equipment shall be checked for proper adjustment and balance. All panelboards, distribution panels, switchboards, and transformers shall be balanced to provide a balanced load on each phase. A complete record of all such adjustments shall be made. Final readings shall be submitted to the Architect-Engineer for records. The Contractor shall provide all equipment, instruments, gauges, meters, etc., as required for the complete checking of these systems.

14.02 Mechanisms of all electrical equipment shall be checked, adjusted, and tested for proper operation. Adjustable parts of all lighting fixtures and other electrical equipment shall be checked, adjusted, and tested as required to produce the intended performance.

14.03 Completed wiring system shall be free from open or shorted circuits. After completion, this Contractor shall perform test on insulation resistance in accordance with the requirements of the National Electrical Code.

14.04 The Contractor shall maintain service and equipment for the testing of electrical equipment and apparatus until all work is approved and accepted by the Owner. A first class voltmeter and ammeter shall be kept available at all times and this Contractor shall provide service for test readings when and as required. All test readings shall be recorded on an approved form and submitted to the Architect.

14.05 Before final acceptance is made, this Contractor shall, at his own expense, frame under plastic the sequence of operations of the sound system, controls, fire alarm, etc., for each and every item necessary and labor may be instructions shall be mounted as directed. He shall cover same with Architect and/or his selected parties, and shall adjust all apparatus same in satisfactory operating service as approved by the Architect.

14.06 Final observation will be made upon written request from the Contractor after the project is complete. At the time of final observation, the Contractor shall be present or shall be represented by a competent factory engineer. The Contractor shall demonstrate, as directed by the Architect-Engineer, that his work fully complies with the purpose and intent of the drawings and specifications, all labor, services, and all instruments or tools necessary for such demonstration and tests shall be provided by the Contractor.

PART 15 - MOTOR CONTROL AND SPECIAL CONNECTIONS

15.01 The Electrical Contractor shall furnish, install and connect all wiring, conduit, boxes, toggle switches, thermal switches, disconnect switches, remote push-button stations not included in magnetic starters, etc., for all equipment furnished under this contract or that is furnished by other contractors and/or the Owner, as required for a complete and operable system. The Electrical Contractor shall receive, install and connect all magnetic starters and controllers, capacitors, power factor correction devices, transformers, alarms, bells, horns, relays, remote switches, etc., for equipment supplied by others, (i.e., starters, capacitors or power factor correction devices for mechanical equipment, etc.,). In general all major equipment will be specified to be factory prewired with only service and interlocking required at the site by the Electrical Contractor. It is the responsibility of this division of the specifications to verify if the equipment is specified factory prewired and if not, then it shall be the responsibility of the Electrical Contractor to provide the complete wiring of the equipment in accordance with wiring diagrams, and temperature control drawings provided by the other contractors and/or the Owner, to the Electrical Contractor. All interlocking of equipment shall be by the Electrical Contractor.

15.02 All control equipment requiring piping connections to air, water, steam, etc., lines such as pneumatic electrical relays, remote bulb temperature controls, solenoid valves, aquastats, pressure control, etc., will be furnished and installed under "Mechanical Work".

15.03 All line and low voltage wiring, conduit and connections required to control equipment and/or dampers are a part of this section. Provide and install line or low voltage wiring to all dampers as required for system operation. All low voltage wiring, conduit, connections and/or terminations are by the Electrical Contractor unless specifically noted otherwise within the bidding documents.

15.04 The Electrical Contractor shall provide to each Mechanical Control Panel a 120 volt control power supply; #12 Ga. CU, THHN/THWN in 1/2"C, minimum at all points required by controls, instrumentation and sprinkler risers. Circuit as shown on the plans or to the nearest 120 volt panel if no circuiting is indicated. Provide 20 Amp. breakers unless otherwise indicated. Each control panel shall be on a separate circuit unless otherwise indicated. If the controlled equipment is fed from the emergency system, then the control power supply must feed from the emergency system. Electrical Contractor to provide at each Mechanical Control Panel a CAT 6 drop as required, coordinate with mechanical contractor.

15.05 It shall be assumed the Contractor has familiarized himself with the equipment to be furnished by the other contractors and/or the Owner in connection with this work and that provisions for such connections and work have been included in the Contractor's price. In no case will extra remuneration be allowed for such work.

15.06 Connections to all equipment have been designed for units as specified on the drawings or in the specifications. In the event equipment or controls differ on approved mechanical shop drawings, it shall be the responsibility of the supplying contractor to coordinate electrical connections to the units and reimburse Electrical Contractor for any changes in system design. These changes shall not involve additional cost to the Owner.

15.07 All power burner boilers or boilers with a BTUH input of 400,000 or more shall be provide with a manually operated emergency shut off switch. This includes units designated as water heaters that meet these requirements. The emergency switch shall be installed by each exit from the associated room the equipment is located in and labeled accordingly. Location to be per code requirements. The emergency switch shall disconnect power to the burner controls per the manufacturer's recommendations. Provide all required switch(es), contactor(s), interconnection, etc, as required to give a complete and functional system.

PART 16 - GUARANTEE

16.01 This Contractor, by the acceptance of this specification and the signing of his contract, acknowledges his acquaintance with the requirements and guarantees that every part used in constructing the system as herein described will be of the best of its respective kind that can be obtained and will be erected in a most thorough and substantial manner by none but experienced workmen.

16.02 He guarantees that all conduit as provided within and by this specification shall be free from all obstructions of every description and will be free from holes or broken places and be well bonded together. He guarantees that all wiring and conduit to be used in construction of this project will be new and unused.

16.03 He further guarantees to hold himself responsible for any defects which may develop in any part of the entire system,including apparatus and appliances provided under this section of the specification, and to replace and make good without cost to the Owner any such faulty parts of construction which develop defects at any time within one year from date of final certification of completion and acceptance. Provide manufacturer's engineering and technical staff at site to analyze and rectify problems that develop during guarantee period immediately. If problems cannot be rectified immediately to the Owner's satisfaction, advise Architect in writing, describe efforts to rectify situation, and provide analysis of cause of problem. Architect will then suggest course of action. The Electrical Contractor shall replace material and equipment that requires excessive service during guarantee period as defined and as directed by the Architect. This guarantee does not include ordinary lamp failure.

16.04 Use of systems provided under the Specification for temporary services at all construction facilities shall not constitute Final Acceptance of the work nor beneficial use by the Owner, and shall not initiate guarantee period.

PART 17 - SUPPLEMENTARY CONDITIONS

17.01 Supplementary to all other terms of the contract, this work shall be performed subject to the following conditions.

17.02 Materials and equipment installed on this project shall be first class in quality and shall be new and unused.

17.03 Workmanship on this project shall be first class work performed by the experienced licensed mechanics of the proper trade.

17.04 Work under this contract shall be adequately protected at all times. Temporary raceways shall be kept closed and all raceways shall be installed clean and free from dirt and grease.

17.05 Storage, parking, signs, advertisement, fires and smoking shall conform to all applicable regulations and/or directions of the Architect.

17.06 Measurements on job and shop layouts required for installation of work shall be the responsibility of the contractor and acceptance of work is subject to approval of shop drawings by the Architect.

17.07 Contractor shall furnish all hoists, scaffolds, staging, runways and equipment necessary for the completion of this work.

17.08 Obtain and pay for all required electrical permits and licenses.

17.09 Maintain lights and guards required for safety.

17.10 Remove temporary service after use.

PART 18 - CONTRACT CHANGES

18.01 All changes or deviations from the contract, including those for extra or additional work, must be submitted in writing for the approval of the Architect/Engineer. No verbal orders will be recognized.

PART 19 - RUBBISH/CLEANUP

19.01 All rubbish resulting from the work herein specified shall be periodically removed by this Contractor.

19.02 Clean all electrical equipment and materials of all foreign matter (both inside and out). Clean all light fixtures using only methods and materials as recommended by the manufacturer.

PART 20 - PROPOSALS

20.01 The Contractor shall consult the General Conditions and the Proposal Form for proposals and subdivisions of the work required.

PART 21 - EXTENT OF WORK

21.01 The extent of the work under this heading of the contract shall be the furnishing of all plant, labor, materials, and equipment as required to complete work as shown on the drawings and as specified under this heading, and all plant, labor, materials and equipment not shown on the drawings or specified, but necessary to make installation complete in accordance with the intent of the contract, to provide first class, complete, and operative installation t hroughout.

PART 22 - TAXES

22.01 Contractor shall include all applicable local, state and federal taxes in his bid. Consult the Supplementary Conditions of these specifications relative to any and all tax exemptions permitted for this project.

PART 23 - "AS-BUILT DRAWINGS"

23.01 E.C. shall prepare and submit to the Engineer, upon completion of the project, one complete set of reproducible "As Built" drawings for the electrical portion of the project.

23.02 Drawings shall clearly indicate any and all approved deviations (i.e, addendum items, change order data, etc.) from the Project Bid Documents.

23.03 These drawings will become the property of the Owner and will be for his future reference file, record document.

DIVISION 16 ELECTRICAL

SECTION 16020

BASIC MATERIALS AND METHODS

PART 1 - CONDUIT

1.01 Materials:

A. All conduits and raceways shall be as listed below. No other wiring or raceway systems will be allowed.

B. Rigid conduit (G.R.S.) and intermediate metal conduits (IMC) shall be standard size, hot dip galvanized steel conduit, minimum 1/2" trade size, as manufactured by Triangle PWC, Inc., Allied, or equal. Rigid conduit and IMC shall be provided with threaded fittings and couplings. In trade sizes 2-1/2" to 4", contractor may use Allied 'Kwik-Coupler' which shall be installed by each steel couplings. Where 'Kwik-Coupler' fittings are used exterior for vertical risers, install fitting with taper end up. A "green" ground wire, sized per NEC 250-95, shall be installed in all conduits containing phase conductors.

C. E.M.T. (thinwall conduit) shall be minimum 1/2" trade size, as manufactured by Triangle PWC, Inc., Allied, or equal. Provide EMT with Allied Gyp-Lok and Betts, or equal, U.L. listed steel or die-cast type fittings. Indenter type fittings shall not be used. Contractor may use Allied 'Kwik-Fit' fittings in lieu of individual fittings. A "green" ground wire, sized per NEC 250-95, shall be installed in all conduits containing phase conductors. E.M.T. conduit shall not be installed in earth or below grade.

D. All conduit installed in wet locations, exposed exterior to the building, or subjected to physical abuse (i.e, industrial locations), shall be rigid steel conduit (G.R.S.) or intermediate metal conduit (I.M.C.). All conduit installed in earth or below grade shall be rigid steel conduit (G.R.S.), intermediate metal conduit (I.M.C.), or U.L. approved schedule 40 P.V.C. conduit.

E. Thin wall conduit (E.M.T.) may be used where code permits except as outlined above.

F. Short runs of galvanized or liquid tight steel flexible conduit may be used for final connection, and to replace and make good without cost to the Owner any such faulty parts of construction which develop defects at any time within one year from date of final certification of completion and acceptance. Provide manufacturer's engineering and technical staff at site to analyze and rectify problems that develop during guarantee period immediately. If problems cannot be rectified immediately to the Owner's satisfaction, advise Architect in writing, describe efforts to rectify situation, and provide analysis of cause of problem. Architect will then suggest course of action. The Electrical Contractor shall replace material and equipment that requires excessive service during guarantee period as defined and as directed by the Architect. This guarantee does not include ordinary lamp failure.

G. U.L., approved schedule 40 P.V.C. conduit may only be used where conduits are to be run in earth or below slabs. P.V.C. conduit provided with a separate above grade inside or outside of the building, unless specifically noted otherwise on the drawings. Use G.R.S. ells and risers, both horizontal and vertical. Use conduit adapters when converting from P.V.C. to steel conduit. Branch circuit and feeder P.V.C. conduit to be 3/4" min. Concrete encased all conduits installed below grade where so noted on the drawings, (U.L. approved schedule 40 P.V.C, with plastic spacers). All P.V.C. conduit shall be provided with a separate "green" ground conductor, sized per N.E.C,

1.02 Bushings and Locknuts:

A. Where conduits enter boxes, they shall be rigidly clamped to the box by double locknuts and bushings. Conduit shall enter the box squarely. Bushings and locknuts shall be made of malleable iron and shall have sharp edges cut threads.

1.03 Conduit Installation:

A. Where conduit sizes are not specifically indicated, provide sizes in accordance with the requirements of the N.E.C,

B. Conduit work in general shall be installed concealed in walls, floor and roof construction or concealed within furred spaces. Exposed work shall include only feeders and short connections to equipment in equipment room unless noted otherwise. All exposed conduits (where approved by the Engineer) shall be routed parallel and/or perpendicular to building elements.

C. Conduit to be installed to the requirements of structure and to the requirements of all other work on the project. Conduit shall be installed to clear all openings, depressions, pipes, ducts, reinforcing steel, etc. Conduit set in forms for concrete structure shall be installed in such a manner that installation will not affect the very form stability or structure. These installation with Structural Engineer for conduits rising up from floor slabs into bottom of panelboards. Minimum distance between conduits shall be 6". Maximum size of conduit permitted in concrete slabs, if so approved by the Architect, is 1" trade size.

D. Conduit shall be installed continuous between connections to outlets, boxes and cabinets with a minimum length of run of 10'-0" and not more than the equivalent of 4-90 degree bends between J-box connections. Bends shall be smooth and even and shall be made without flattening conduit at the taking enamel. Radius of bends shall be as long as possible and never shorter than the corresponding trade elbow. Long radius bends shall be used where necessary.

E. Conduits shall be securely fastened in place with approved straps, hangers, and steel supports as required by the National Electrical Code, All surface mounted conduits on walls below eight foot above grade shall be secured with one hole straps, no clamps, The use of wire, plumbers straps, etc., will not be permitted.

F. Junction and pull boxes shall be installed where shown on drawings and additional boxes shall be installed if required for pulling of wire, provided location and installation is approved by the Architect. All boxes shall be code gauge galvanized steel boxes with screw type covers and shall be installed in accessible locations.

G. Conduit shall be reamed and thoroughly cleaned before installation and kept clean after installation. Openings shall be plugged and boxes shall be covered as required to keep conduit clean during construction. All conduit shall be fished clear of obstructions before the pulling of wires, All conduit shall be as sized above and shall not be smaller than N.E.C. listed minimum requirements.

H. All work shall be protected against damage during construction and any work damaged or moved out of line after roughing-in shall be repaired and reset to the approval of the Architect without additional cost to the Owner.

I. Conduit terminations at panelboards, switchboards, motor control equipment, junction boxes, etc., shall be aligned and installed true and plumb. Wood or steel bucks or templates shall be used where required. This work shall also include all steel supports as required for horizontal and vertical runs parallel to any where steel supports are specified to be furnished under another specification heading.

J. Where conduits cross construction expansion joints, Contractor shall provide Appleton XJ or equal expansion couplings with copper bonding jumpers.

K. Where conduits are installed in concrete, all connectors and couplings shall be water tight or rated for direct burial in concrete,

L. Mechanical equipment service clearances and electrical apparatus service clearances as specified in their respective manufacturer's product data shall be maintained free from conduit obstructions.

M. All conduits routed below grade shall be minimum 30" below grade unless noted otherwise on the drawings. All conduits routed below floor slabs shall be installed a minimum of 4" below the slab.

PART 2 - WIRES AND WIRING

2.01 American, Southwire, Essex, or equal code gauge wire, rated 600V, finished with fadeless color coding and bearing Underwriter's label. Wires shall be soft annealed copper with properties conforming to the National Electrical Code requirements. No. 8 gauge and larger shall be stranded and No, 10 gauge and smaller may be solid or stranded, unless noted otherwise on the drawings. Stranded conductors shall only be used on devices and lugs that are U.L. listed for use with stranded conductors.

2.02 Wire smaller than No. 12 gauge shall not be used unless specifically called for on the drawings.

2.03 Unless noted otherwise on the Electrical drawings or herein, all wiring for all systems shall be routed within conduit, shall be of the same insulation type and shall be continuous between outlets and boxes (with no splices or taps into conduit). Splices and taps in outlet boxes shall be twisted joints. U.L. approved pre-insulated spring pressure connectors shall be used for branch circuit connections. Connectors shall be installed so that all conductors are properly insulated.

2.04 All control wiring shall be copper, solid or stranded, #14 Ga, or larger depending upon current requirements, with insulation type for 90 C. rating. Where stranded conductors are used, provide with spade type insulated copper terminals. Unless noted otherwise on the Mechanical drawings or herein, all mechanical control wiring for all systems shall be routed within conduit, shall be of the same insulation type and shall be continuous between outlets and boxes (with no splices or taps into conduit).

2.05 See riser diagrams and/or other sections of the Specifications for types and ratings for sound, fire alarm, control and other special cables.

2.06 Wires for general use within the building shall be type THHN or type THWN, 90 degree rated except where called for otherwise on the drawings. Type THHN or type THWN shall be used at the temperature rating of equipment termination lugs, environmental conditions, and as Code allows. Wires for other than general use shall be as hereinafter specified for specific services.

2.07 A "green" insulated ground conductor, sized per N.E.C., 250-95 and/or as shown on the drawings, shall be installed in each conduit containing phase conductors.

2.08 Where quantities of conductors in a raceway system are not specifically indicated, provide the number as required to maintain function, control and number of circuits as indicated.

2.09 All conductors shall be identified at all termination points and in all pull and junction boxes by the following method of color coding:

208/120 Volt System		480/277 Volt System	
240/120Volt System			
Phase A Black	Phase A Black	Phase A Brown	
Phase B Red	Phase B Red	Phase B Orange	
Phase C Blue	Phase C Blue	Phase C Yellow	
Neutral White	Neutral White	Neutral Gray	
Ground Green	Ground Green	Ground Green	

*(Note: identify "high leg" per N.E.C.)

2.10 All conductors size #6 AWG and smaller shall have colored insulation. Where conductors with black insulation are used for the larger wire sizes (#4 AWG and larger), color coding shall be provided with two (2) layers, one-half tapped, of No.35 colored Scotch Vinyl electrical tape. Where any conductor is or can be supplied from an emergency system the Contractor shall mark each conductor with an additional two layers, one-half lapped, of Purple colored Scotch Vinyl Electrical tape.

2.11 Isolated Ground conductors shall be green with one yellow stripe. All isolated ground circuits shall be provided with separate phase, neutral, and ground conductors (no shared neutrals or grounds).

2.12 Provide a listing of the above described conductor color code identification scheme at all branch circuit panelboards per Article 210-4(d), National Electrical Code.

2.13 Splices and taps for #6 and larger conductors shall be made with block type terminations (with insulating jacket) or with split bolt connectors, covered completely insulated with a minimum of three half-lapped layers of Scotch No, 33+ (105 degree C) plastic electrical tape or by approved insulated fastener. All splices and taps on irregular surfaces shall be properly padded with Scotchfil putty before application of insulating plastic tape. Scotchlok electrical pre-insulated spring pressure connectors or equal may be used for up to #8 conductors.

2.14 If an elevator is provided with a batter lowering device, The Contractor shall be responsible for providing the low voltage wiring between the battery lowering device and the auxilary contact located in the elevator controller or local disconnecting device. Provide an auxiliary contact located in the elevator power module or local disconnecting device if not already specified. Coordinate with elevator contractor.

PART 3 - OUTLET BOXES

3.01 All electrical service outlets, including plug receptacles, lamp receptacles, lighting fixtures and switches shall be provided with 4" square, code gauge steel knocked boxes, galvanized or sherardized of required depth for service and appliances. Single gang 'handy boxes' will not be allowed. All outlet boxes shall be flush mounted unless noted otherwise on the drawings or herein, Boxes installed in gyp board or plaster finish shall have code gauge galvanized raised covers not to exceed not more than 1/4" behind final finish, Covers shall be selected with proper openings for devices installed in box, Manufacturers shall be Steel City, Appleton, RACO or equal. Provide all plaster ring

3.02 Boxes mounted to metal wall studs shall be mounted with Caddy #MSF metal stud clip, or equal as approved by the Engineer, Boxes mounted to either metal or wood studs shall be mounted with Caddy #766 farside box support, or equal as approved by the Engineer, Single metal stud box clips without box supports are not acceptable for mounting boxes,

3.03 Sectional boxes shall not be used except where directed and approved by the Architect for installation in unplastered tile walls and provided conduit connections are installed concealed in walls,

3.04 Where lighting fixtures and appliance outlets are to be mounted on concrete or on plaster finish on concrete, outlet boxes shall be installed in forms of exact dimensions from bench marks, columns, walls or floors, Where lighting fixtures and appliance outlet are to be mounted on masonry walls and/or plastered furring or other finish, outlet boxes shall be roughed in to general location before installation of walls and furring and shall be reset to exact dimensions before walls and furring are constructed. All outlet boxes shall be set true to horizontal and vertical lines parallel to walls, floors, and ceilings and be true to finish lines.

3.05 Install all outlets in a secure and substantial manner and locate so as to be compatible with space, construction and equipment requirements and with the work of the other trades.

3.06 Furnish and install plaster rings for all boxes installed in plastered

10,06 Receptacles: (Verify colors)

Manuf:	DUPLEX (20A,125V)	DUPLEX GFCI (20A,125V)	DUPLEX ISOLATED GRD. (20A,125V)	CLOCK (15A,125V)
P & S	5362A	2091S	IG6300	S3733-SS
Hubbell	HBL5362	GF5352	IG5362	HBL5235
Leviton	5362A	6899	5362-IG	5621-CH
Arrow-Hart	5362	GF5342	IG5362	5708

Once device manufacturer has been selected, all receptacles, switches, and plates in the project shall be by the same manufacturer, unless noted otherwise on the Drawings or in the Specifications.

10,07 Where tamperproof receptacles are indicated on the drawings to be provided, receptacles shall be equal to Hubbell #CSR20, 20 amp, 125 volt. Provide tamper proof receptacles in all areas indicated per 2017 NEC section 406.12.

10,08 Install receptacles to clear all cabinets, equipment, etc.

10,09 All receptacles shall have High-Impact Thermoplastic or Nylon (not Thermoset), smooth surface, wall plates. Where plates are noted to be engraved or labeled, provide stainless steel wall plates in color to match other plates and provide engraved filled letters. If approved by the Engineer, high-impact thermoplastic plates with filled letters may be used for engraving provided that a sample plate is submitted for approval. Plates shall be set plumb and parallel with the wall. Stainless steel plates where used or specified shall be .032" nominal thickness, non-magnetic.

10,10 Color of receptacles and plates as selected by the Architect. Verify color prior to ordering.Receptacles on emergency power shall be Red in color.

10,11 Provide duplex receptacle on separate circuit beside each telephone terminal board location and other communications equipment requiring 120 volt power.

10,12 Provide GFCI protection as required in the NEC section 210.8. If GFCI circuit breakers with the required AIC rating are not available, the electrical contractor shall furnish and install a third-party GFCI protection device that meets all applicable NEC requirements and is approved by the Engineer. The third-party GFCI device shall be equal to LineGard GFCI devices or an equivalent UL-listed GFCI solution designed for the application.

10,13 Combination USB/Duplex receptacle shown on floor plans shall be equal to Hubbell USBB20.

10,14 Electrical contractor shall provide testing in patient care areas per NFPA 99.

PART 11 - FLOOR BOXES

11,01 Unless noted otherwise on the drawings, flush floor boxes shall be equal to Steel City #68 Series floor box with P-60-DS cover plate for power and P-60-12-2 cover plate for telephone and data outlets. Provide with carpet flange for floors with carpet. Verify exact location with Architect prior to rough-in.

11,02 All floor boxes shall be cleaned of all construction debris and dirt.

11,03 Where fire rated 'poke-through' devices are specified, Contractor shall install devices after concrete pour and after final verification of location with Owner. Fire rated 'poke-through' devices shall be spaced apart from each other as required by the manufacturer and U.L.

11,04 PVC floor boxes may be used in lieu of floor boxes indicated above. PVC floor boxes shall be equal to Walker, Wiremold, Hubbell, Carlon, with metal covers. Receptacle covers shall be double flap, telephone and data covers shall be combination 2"/1/2" inserts. Unless noted otherwise on the drawings, all floor boxes for similar devices shall be either metal or PVC, no intermixing of same types of floor boxes will be allowed.

PART 12 - CONTACTORS AND RELAYS

12,01 Shall be as manufactured by Cutler-Hammer, General Electric, Siemens, Allen Bradley, or Square "D". They shall be as sized on the drawings.

12,02 All contactors and relays shall be "T" (Tungsten) rated.

PART 13 - TIME SWITCHES

13,01 Time switches by Tork, Intermatic, or Paragon equal to those shown on the drawings or specified below, and approved by the Engineer, will be acceptable.

13,02 Exterior lighting or interior time switches shall be Intermatic ET90115C Series, 365 day with built in 100 hours super capacitor, unless speified otherwise. Set time switch per Owners Requirements.

13,03 All time switches shall be provided with momentary contacts if required.

13,04 All time switches shall be provided with manual bypass switches and standby battery systems.

PART 14 - PHOTO ELECTRIC CONTROLS

14,01 Photo Electric Controls by Tork, Intermatic, or Paragon equal to those indicated below and approved by the Engineer will be acceptable.

14,02 Photo Electric Controls (Photo Switches-Photo Cells) shall be Intermatic #EK4236S rated at 3000W, 120-277V rated at 6A electronic ballast, 1800 Tungsten, weatherpoof, Mount on roof and orient photo electric controls to the north. Photo-electric controls supplied as a part of a fixture assembly shall be as provided by Fixture Manufacturer.

14,03 All photocell housings supplied as part of the light fixture assembly or mounted on the light fixture shall be painted to match the light fixture finish.

PART 15 - STARTERS (SEPARATELY MOUNTED)

15,01 Starters for all devices shown on all drawings shall be supplied by the Electrical Contractor unless specifically noted otherwise on the drawings.

15,02 Starters shall have melting alloy relays or bimetallic overload relays (as required for load served). Starter housing shall have NEMA rating for the location (general purpose, weatherproof, etc.). Each starter shall have an H-O-A switch in cover and control transformer (if required) for controls. See drawings for multispeed starter requirements.

15,03 Coil voltage shall be as required for controls as shown on all drawings and control power transformer size shall be adequate to provide control functions as shown.

15,04 Provide each starter with a spare set of auxiliary contacts, One closed when the starter is deactivated and one closed when the starter is activated.

15,05 Overload thermal units shall be sized on the basis of actual motor nameplate current. Overloads shall be non-adjustable NEMA standard trip and shall be available in sizes covering the complete NEMA horsepower. Starters shall be Class 20 (Class 10 not acceptable).

15,06 Starters shall be fully NEMA rated; I.E.C. design starters will not be acceptable.

15,07 Separately mounted starters shall be by the same manufacturer as the distribution equipment, or Allen Bradley or Furnas.

PART 16 - DISCONNECT SWITCHES

16,01 The Contractor shall furnish and install externally operated, non fused and/or fused (with Class R rejection features), heavy duty, horsepower rated, disconnect switches at all points indicated on the drawings or required by code. These switches shall be by the same manufacturer as the distribution equipment.

16,02 All disconnect switches shall be fused except for disconnect switches that have individual fuse protection at point circuit receives its supply.

16,03 Provide dead front type for all exterior disconnects on grade level when so required by local code.

16,04 All fused disconnect switches shall have a minimum rating of 100,000 A.I.C. with fuses installed unless noted otherwise on the drawings.

16,05 All disconnect switches shall be provided with grounding kits.

PART 17 - FUSES

17,01 Cartridge type fuses of proper size as required shall be furnished and installed for all switches and panelboards throughout, and an additional supply of three (3) spare fuses of each size shall be furnished in original packages to the Owner. Furnish a NEMA enclosure with hinged cover equal to Bussmann type SFC for storing all spare fuses and locate adjacent to main service equipment. Fuses for motor and mechanical equipment shall be sized from the nameplate data per N.E.C. requirements.

17,02 Fuses shall be manufactured by Bussmann Mfg. Co., Gould-Shawmut Co., Littelfuse or approved equal by Engineer. Fuse types shall be installed as follows:

Main Service and Distribution Feeder Protection:

	Bussman	Littelfuse	Ferraz Shawmut
601 amps and larger 600 volts and less (Class L)	KRP-C/KTN	KLPC	A4BQ
600 amps and less 250 volts and less (Class RK1)	LPN-RK	LLN-RK	A2D-R
600 amps and less 600 volts and less (Class RK1)	LPS-RK	LLS-RK	A6D-R

Motors and Primary Feeders for Transformers:

250 volts and less (Class RK5)	FRN-R	FLN-R	TR-R
600 volts and less (Class RK5)	FRS-R	FLS-R	TRS-R

17,03 Class T fuses will not be accepted, unless they are a part of a manufacturers assembly or approved by the Engineer. Class J fuses may be used as an alternate to the Class R fuses listed above.

17,04 Fuses installed on project shall be by one manufacturer only. (Do not intermix Manufacturers.)

PART 18 - EQUIPMENT CONNECTIONS

18,01 For 120 volt motors 1/2 HP- and less, 15 amperes and less, Contractor shall provide Bussmann "SSY" box cover unit for indoor application and "SSN" box cover unit for outdoor applications, or equal by Perfect-Line, with fustat plug fuse and integral toggle switch for motors 1/2 HP-120V, and less. Fustats for cord and plug equipment with fuses 15 amperes and less shall be Bussmann "SRY" box cover unit, or equal by Perfect-Line, with fustat plug fuse. Mount fustats in housings of equipment served whenever possible. Plug fuses for motors shall be sized based upon 125% of manufacturer's nameplate full load amperage unless otherwise indicated on drawings.

18,02 For 3/4 HP-120V, motors, Contractor shall provide (1) 20 amp 1 pole 120 volt toggle disconnect switch with a Bussmann 'HPD' fuse holder and 'FNQ' fuse at each unit. Switch and fuse holder to be mounted in cover of a 4" square junction box at each unit. For 3/4 HP-120V, motors that are provided with cord and plug, Contractor shall provide 20 amp 120 volt duplex receptacle with (1) 20 amp 1 pole 120 volt toggle disconnect switch on line side of receptacle, and Bussmann 'HPD' fuse holder and 'FNQ' fuse on line side of receptacle. Switch, receptacle, and fuse holder to be mounted in cover of a 4" square junction box at each unit. Fuses for motors shall be sized based upon 125% of manufacturer's nameplate full load amperage unless otherwise indicated on drawings.

18,03 For connections to 277 volt equipment, Contractor shall provide (1) 20 amp 1 pole 277 volt toggle disconnect switch with a Bussmann 'HPD' fuse holder and 'FNQ' fuse at each unit. Switch and fuse holder to be mounted in cover of a 4" square junction box at each unit. Fuses for motors shall be sized based upon 125% of manufacturer's nameplate full load amperage unless otherwise indicated on drawings.

DIVISION 16 ELECTRICAL

SECTION 16030

SERVICE AND DISTRIBUTION

PART 1 - MAIN SERVICE

1.01 Primary: See the plans.

1.02 Secondary: See the plans. Voltage will be, 277/480-volt, 3-phase, 4-wire, WYE, 120/208-volt, 3-phase, 4-wire, WYE, 240-volt, 3-phase, 3 wire Delta, or 120/240-volt, 1-phase, 3 wire.

1.03 Consult power company for their requirements and for coordinating with their installation. Contractor shall provide any work thus required beyond that indicated by drawings and/or specifications and pay for costs incurred for Utility Company to install both temporary and permanent service to the project. Verify costs with Utility Company prior to bidding. Contractor shall provide guard posts around electrical transformers and electrical pedestals per Utility Company standards.

1.04 The contractor shall engage the services of a qualified firm to perform comprehensive short circuit calculations in accordance with NEC Section 408.6. The results must ensure that all new equipment, including panelboards, switchboards, switchgear, and distribution boards, are properly rated to handle the maximum fault current they may encounter. Proper documentation of these calculations should be provided to verify compliance with NEC requirements. This documentation shall be provided with the gear submittal congruently. If the study is not provided with the gear submittals, the submittal will not be reviewed. The electrical contractor shall also be responsible for field marking all the equipment with the available fault current and the date it was performed. If desired, ICE can provide these comprehensive short circuit calculations as an additional service.

PART 2 - DISTRIBUTION EQUIPMENT

2.01 Part 2 applies to all distribution equipment supplied on the Project.

2.02 All electrical distribution equipment (switchboards, panelboards, disconnect switches, transformers, starters, etc.) shall be of one manufacturer, unless specifically noted on the drawings, in the specifications, or approved by the Engineer. Intermixing of distribution equipment by different manufacturers will not be permitted.

2.03 If shown on the plans, provide surge arrester for lightning protection on main service entrance. Refer to drawings for voltage and phasing of service. Arrester shall be located within, or adjacent to, the main switch enclosure as indicated on the plans.

2.04 Equipment layouts on the drawings are based upon one manufacturer. Verify all actual equipment sizes with equipment manufacturer prior to bidding.

2.05 If layout changes are required due to other electrical manufacturers equipment size, they must be submitted to and approved by the Engineer prior to bidding. National Electric Code working clearances must be maintained at all times. In no case will extra remuneration be allowed for layout changes that differ from those shown.

2.06 Shop drawings shall be furnished for all distribution equipment indicating the following information:

A. Switchboard voltage/current rating.

B. Overall outline dimensions including weight, available conduit space.

C. Switching and protective device ampere ratings.

D. Bus ratings and material.

E. One line diagram.

F. Integrated short circuit rating.

G. Coordination of any ground fault system settings shall be as per the manufacturers requirements.

Adequate conduit space shall be provided to meet the requirements established on the drawings.

2.07 All items of distribution equipment required to be floor mounted shall be mounted on a minimum 3 1/2" concrete base above floor. Concrete base to be by Electrical Contractor.

2.08 All phase and neutral busing and all ground bars in panelboards and switchboards shall be copper only. All lugs shall be AL/CU rated. All panelboards supplied by 'K' factor transformers shall have 200% rated neutrals.

2.09 Overcurrent devices that are 1,200 amp and larger, or can be adjusted to 1200A, shall be provided with an Arc flash Reduction Maintenance System Technology capability. The Arc flash Reduction Maintenance System shall allow the operator to enable a maintenance mode using a 5 position switch which enables a preset accelerated instantaneous override trip to reduce arc flash energy. A blue LED on the trip unit shall indicate the trip unit is in the maintenance mode. If required by code (1,200 amps on overcurrent devices on projects that are permitted under the 2017 NEC), the contractor shall provide Arc flash reduction maintenance system technology capability on those overcurrent devices regardless if it is shown on the drawings or not. Documentation shall be provided by the equipment manufacture to demonstrate that the energy-reducing maintenance switch is set to operate at a value below the available arcing current. This documentation shall be provided with the gear submittal congruently. The electrical contractor shall be responsible for the arc energy reduction performance testing per NEC 240.87(C). A written record of this testing shall be made available to the AHJ.

2.10 If required by the AHJ, the electrical contractor shall be responsible for providing an allowance for ground-fault and arc energy reduction performance testing when required by the 2020 National Electric Code. The testing shall be performed after the equipment is installed on site. The Ground fault and arc energy reduction protection system shall be performance tested by primary current injection testing. This testing shall be conducted by a qualified person(s) in accordance with the manufacturer's instructions. A written record of this testing shall be made and shall be available to the authority having jurisdiction. All written documents shall be submitted to engineer of record as required.

2.11 Each section of the Nema 3R switchgear shall be provided with a space heater thermostatically controlled. Power for the space heater shall be obtained from a control power transformer within the switchgear. Supply voltage shall be 120V AC.

2.12 If a main breaker is included in the switchboard, ensure the installation of a physical barrier between it and the branch breaker section.

2.13 The Contractor shall engage a qualified firm to perform an arc flash study. Permanent arc flash labels shall be field-installed on all service equipment and on feeder equipment rated 1000A and above. ICE can provide these comprehensive arc flash calculations as an additional service, if requested.

PART 3 - BRANCH CIRCUIT AND DISTRIBUTION PANELBOARDS

3.01 General:

A. All panels shall be provided with key locking door.

B. Panels shall have hinged covers with concealed trim clamps, doors shall have laser cut trims with concealed hinges, and flush lock, master keyed. Hinged cover shall have continuous piano hinge down one side with door opening by a single latch. Where multi-section panelboards are indicated on the drawings, panel enclosures and covers shall be of the same size for each section.

C. Key all doors alike and furnish two (2) keys for each lock. Doors over 48" high and double doors shall have 3-point latching per U.L. 50. Consult drawings for flush or surface mounting.

D. After wiring, label each circuit and provide under plastic in door of panel a typewritten schedule indicating load description of all circuits in panel. Mark spare breakers and provisions for future breakers in pencil on schedule for future circuit marking.

E. Breakers shall have individual plastic cases sized as scheduled on the plans. Two and three pole breakers shall have common trip (single pole units with tie bars are not acceptable). Main circuit breakers shall be vertically mounted. Back-fed main circuit breakers above 100 amps will not be acceptable. Where spaces are noted in the panel summary, provide all necessary bussing, device support, and connections for future circuit breakers. Provide blank cover for all spaces.

F. All panelboards shall have copper ground buses installed and grounded per the requirements of the N.E.C. All panelboards serving devices having isolated ground circuits shall be provided with an additional insulated copper ground bus for connection of isolated ground conductors. All neutral and ground bars shall have a minimum number of lugs equal to 66% of number of pole spaces in panel. In computer rated or isolated ground panelboards, all neutral, ground and isolated ground bars shall have a minimum number of lugs equal to 100% of number of pole spaces in panel

G. Where flush mounted panels occur on drawings Contractor shall stub into ceiling void for future use, (1) 1" empty conduit for every four spare 20A, breakers or unused panel spaces. On multi-story buildings, Contractor shall stub into ceiling void above panel and into ceiling void of floor below for future use, (1) 1" empty conduit for every four spare 20A, breakers or unused panel spaces Conduits stubbed into ceiling void below panel shall be provided with conduit cap and labeled 'To Panel Above'.

H. All panelboards supplied from an emergency source shall have breakers provided with handle lock-offs for each breaker. Breaker handles to be set in the "ON" position.

I. All phase and neutral busing and all ground bars in branch circuit panelboards and circuit breaker distribution panelboards shall be copper only. All lugs shall be AL/CU rated. All panelboards supplied by 'K' factor transformers shall have 200% rated neutrals.

J. The gear manufacturer shall be responsible for verifying that the lugs provided are properly sized to accommodate the feeders as indicated on the drawings, ensuring compliance with all applicable codes and standards.

3.02 Branch Circuit Panelboards:

A. Panelboards rated up to 240V (400A, max) shall have a short circuit current rating tested to U.L. Standards for a minimum rating of 10,000 A.I.C. unless noted otherwise. Breaker rating with-in panel shall be equal to or greater than minimum integrated equipment rating. Series ratings will not be accepted, unless specifically noted otherwise on the drawings. All breakers shall be of either the plug-in type or bolt-on type.

B. Panelboards rated over 240V and up to 480V (400A max) shall have a short circuit current rating tested to U.L. Standards for a minimum rating of 14,000 A.I.C. unless noted otherwise. Breaker rating with-in panel shall be equal to or greater than minimum integrated equipment rating. Series ratings will not be accepted, unless specifically noted otherwise on the drawings. All breakers shall be of the bolt-on type only.

C. Branch Circuit Breaker Panelboards:

Panel Rating	Square D	Siemens	G.E.	Cutler-Hammer
240V (400A max)	NQ	P1	AL/AQ	PRL1X
480V (400A max)	NF	P1	AE	PRL2X

3.03 Circuit Breaker Distribution Panelboards:

A. Panelboards rated up to 240V (600A, and above) shall have a short circuit current rating tested to U.L. Standards for a minimum rating of 10,000 A.I.C. unless noted otherwise on the drawings. Breaker rating with-in panel shall be equal to or greater than minimum integrated equipment rating. Series ratings will not be accepted, unless specifically noted otherwise on the drawings

B. Panelboards rated over 240V and up to 480V (600A and above) shall have a short circuit current rating tested to U.L. Standards for a minimum rating of 14,000 A.I.C. unless noted otherwise on the drawings. Breaker rating with-in panel shall be equal to or greater than minimum integrated equipment rating. Series ratings will not be accepted, unless specifically noted otherwise on the drawings

C. Circuit Breaker Distribution Panelboards:

Panel Rating	Square D	Siemens	G.E.	Cutler-Hammer
All Rainge	I-Line	P5	Spectra	PRL3X

D. Distribution panels located in finished rooms (other than mechanical, electrical rooms or janitor rooms) shall be provided with key locking doors.

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SHEET TITLE: ELECTRICAL SPECIFICATIONS

DATE: MARCH 10, 2026

E1.3

SECTION 16720 - FIRE ALARM SYSTEM

PART 1 GENERAL

1.1 SCOPE & RELATED DOCUMENTS:

A. The work covered by this section of the specifications includes the furnishing of all labor, equipment, materials, and performance of all operations in connection with the installation of the Fire Alarm System Network shown on the drawings and as herein specified and as directed by the Architect/Engineer.

B. The requirements of the conditions of the Contract, Supplementary Conditions and General Requirements, apply to the work specified in this section.

C. The complete installation is to conform to the applicable sections of NFPA_71, NFPA_72, NFPA 90A, Life safety code 101, ADA, FM, UL, Local Code Requirements of the City and National Electrical Code with particular attention to Article "Fire Alarm Systems", unless noted otherwise in these specifications or on the drawings.

D. The work covered by this section of the specifications is to be coordinated with the related work as specified elsewhere under the project specifications.

E. The installation shall be per the manufacturers rules and specifications.

F. The manufacturer shall be licensed and certified in accordance with any City Ordinance, and shall provide Certificate upon demand of the building owner, architect or engineer. The manufacturer shall coordinate and provide a test of the system in the presence of the Local Fire Department _ Fire Prevention Division in accordance with the Fire Departments Testing requirements. The manufacturer shall submit any or all calculation and diagrams to City or State Fire Departments as required to get system approved. Successful Fire Alarm manufacturer is to provide signed & sealed drawings to City or State Fire Departments as required to get system approved.

G. It shall be the responsibility of the Contractor to provide all equipment and material compatible to the system supplied. All equipment shall be located as shown on the drawings. Any equipment not specifically mentioned in this specification or not shown on the drawings, but required for the operation of a completely functional system shall be furnished and installed.

H. Fire alarm drawings from manufacturer and programming displays on final read out shall indicate owner approved room numbers.

1.2 QUALITY ASSURANCE:

A. Each and all items of the Fire Alarm System shall be listed as a product of a SINGLE fire alarm system manufacturer under the appropriate category by Underwriters' Laboratories, Inc. (UL), and shall bear the "U.L." label. All control equipment is to be listed under UL category UOJZ as a single control unit, Partial listing shall NOT be acceptable. The system components shall meet the requirements of the Americans with Disabilities Act (ADA).

B. All equipment shall be U.L. approved for both fire and security and installed in accordance with the requirements of the National Electric Code, Americans with Disabilities Act (ADA), local codes and these specifications, with the stricter requirement governing in case of possible variance. Systems equipment shall be jointly guaranteed by the Electrical Contractor and the systems' manufacturer for a period of one (1) year from the date of acceptance.

C. Manufacturers equipment shall conform to the standards herein and the manufacturer must supply proof of having produced similar equipment for at least ten years, provide the Engineer with a written history of similar local systems now rendering satisfactory service. Supplier of this equipment must also have had service and sales of the same equipment for the past 4 years. The supplier shall be licensed and certified in accordance with any local laws and ordinances and shall provide proof of same upon demand of the building owner, Governing agencies, Architect or Engineer. The manufacturer shall coordinate and provide a test of the system in the presence of the local Fire Department in accordance with the Fire Departments Testing requirements.

1.3 GENERAL:

A. The contractor shall replace the existing Simplex 4010 Series Fire Alarm System with a new Simplex 4100ES Series Fire Alarm Control Panel with voice audio capability. All existing initiating and notifications circuits shall be connected to the new fire alarm panel as required. All new fire alarm devices shall be connected to the new fire alarm panel (FACP) and all new fire alarm devices shall be addressable. Refer to E2.1 for location of new FACP located within Mechanical #E104. Maximum number of devices on a circuit shall not exceed 80% of the rated capacity of the circuit. Unless otherwise indicated; the system shall be the standard product of one manufacturer and shall be factory coordinated.

B. "Sensor" as described in this Specification for smoke, heat, and duct sensors is a descriptive term and shall be a term interchangeable with "detector" as indicated on the Drawings and NFPA 72.

1.4 OPERATION:

A. The fire alarm control panel shall monitor addressable devices within the buildings and shall report to the annunciator panel.

B. The F.A.C.P. shall be 24 VDC operation with 120 VAC operating power. Internally mounted, properly sized, sealed gelyte lead acid batteries shall be provided for operating the system in standby mode for 24 hours followed by alarm mode for 5 minutes.

C. Provide alarm initiation from manual stations located at each exit, automatic smoke/heat sensors located as shown, duct smoke sensors in the air handling units, smoke and fire/smoke dampers, sprinkler water flow and sprinkler tamper switches. Provide audiovisual alarm indicating devices on the inside. All devices shall be located as shown on the drawings.

D. Provide a general alarm indication throughout the new building and existing building when any fire alarm initiating device described is activated.

E. Provide the closure of all smoke doors, and shutdown of all air handling equipment controlled during a general alarm. This function shall remain in effect until the system has been completely returned to its normal state (silencing of signals alone shall not reset this control status). Where connections are shown to door holders and smoke sensors provided with door hardware, provide capacity in the control panel to power the door holders provided with the door hardware. Provide additional 10 percent power capacity in the control panel for additional future door holders.

F. The entire system may be reset only following the resetting of individual alarm initiation devices and a resetting procedure within the F.A.C.P. system trouble indication devices shall continue to operate until this operation is complete.

G. System shall be large enough to allow expansion of new fire alarm into existing building if applicable. Provide space for additional batteries, cards and items required without the change of Backbox.

H. If fire sprinkler systems are provided in the project, provide separate zone annunciation for each flow switch plus a common zone annunciation for all tamper switches.

I. If kitchen hoods are provided in this project, the control panel shall monitor the kitchen hood system and shall generate a general alarm if activated. A separate zone in the control panel shall be provided for the kitchen hood system.

J. Provide Digital Control Communicator (DACT) to comply with applicable FCC codes. Unit shall feature either pulse or touch tone dialing. "Call waiting" tones shall not prevent proper operation. It shall feature full line seizure with on board relay. Communicator shall transmit upon any alarm activation in the building. Verify format and provide interface as required. Mount communicator on wall adjacent to control panel and provide wiring between communicator and monitoring control panel per manufacturers requirements. First year monitoring fees shall be included in the Contractor's Bid if monitoring is required.

K. If existing fire alarm systems are indicated on the drawings, all existing fire alarm control panels to remain or any existing 120 volt stations and signals to remain shall be interconnected with the new fire alarm control panel such that if any system has an alarm initiated, all systems shall be activated sounding signals and operating control functions as if only one system existed. All annunciation, control, and reset shall be from the new control panel. Provide modules and equipment as required to connect to the existing control panels. Provide resettable relay and IAM unit at nearest existing 120 volt manual station for connection to the new control panel. Provide addressable relay at nearest existing 120 volt signal for connection to the new control panel. Provide signal reset of 120 volt system in the new control panel. Verify all requirements with existing conditions and with system supplier and provide all wiring and equipment as required.

The Contractor shall be responsible that all existing fire alarm system devices, cables, and wiring are in working order prior to work on new and existing systems. The Contractor shall meet with the Owner's representative to test the existing system prior to construction/demolition, and document any areas of the existing system that are not working properly, which will relieve those areas from the Contractors responsibility. Otherwise, it will be the responsibility of the Contractor to maintain the existing fire alarm system in working order throughout the construction, and in the event of a failure in any part of the system due to construction related activities, the Contractor will be expected to immediately make all necessary repairs to restore the system as fully operational, at no additional expense to the Owner.

1.5 CONTROL OPERATION:

A. The fire alarm control panel shall allow for loading or editing special instructions and operating sequences as required. The system shall be capable of on site programming to accommodate and facilitate expansion, building parameter changes or changes as required by local codes. All software operations shall be stored in a non-volatile programmable memory within the fire alarm control panel. Loss of primary and secondary power shall not erase the instructions stored in memory.

B. The ability for selective input/output control functions based on ANDing, ORing, timing and special coded operations shall also be included in the resident software programming of the system.

C. To accommodate and facilitate job site changes, initiation circuits shall be individually configurable on site to provide either alarm/trouble operation, alarm only, trouble only, current limited alarm, no alarm, normally closed device monitoring, a non-latching circuit or an alarm verification circuit.

D. To accommodate and facilitate job site changes, indicating appliance circuits shall be individually configurable on site to open upon activation a fast march/time, slow march time, temporal code, PNIS code or a master code until silenced or reset upon any output circuit. The PNIS coded pulse on and off time may be selectable on site to provide 16 different duty cycles between ¼ second and 5 seconds.

E. The system shall have the capability to store a minimum of 300 alarms and 300 troubles in a historical data file.

F. An alarm shall be displayed on an 80 character LCD display. The top line of 40 characters shall be the point label and the second line shall be the device type identifier. The system alarm and LED shall flash on the control panel and the remote annunciator until the alarm has been acknowledged at the control panel or the remote annunciator. Once acknowledged, this same LED shall latch on. A subsequent alarm received from another zone after acknowledged shall flash the system alarm LED on the control panel and remote annunciator. The LCD display shall show the new alarm information by device as applicable as follows:

1. Manual stations, smoke sensors each floor
2. Duct smoke sensors and fire/smoke damper sensors (if shown or required)
3. Sprinkler system flow switch if installed (typical each zone)
4. Sprinkler system tamper switch if installed (common for all zones)
5. Kitchen hood (if installed)

G. A pulsing alarm tone shall occur within the control panel and the remote annunciator until acknowledged.

H. The activation of any system smoke sensor shall initiate an Alarm Verification operation whereby the panel will reset the activated sensor and wait for a second alarm activation. If, within one (1) minute after resetting, a second alarm is reported from the same or any other smoke sensor, the system shall process the alarm as described previously. If no second alarm occurs within one minute the system shall resume normal operation. The Alarm Verification shall operate only on smoke sensor alarms. Other activated initiating devices shall be processed immediately. The alarm verification operation shall be selectable by zone.

I. The control panel shall have the capability to display the number of times a zone/device has gone into a verification mode.

J. Alarm verification zones shall have the capability of being divided into seven different groups where by only two verification zones from a group will confirm the first activation and cause the panel to follow programmed alarm sequence.

K. Fire Sprinkler System:

1. The control panel shall have a dedicated Supervisory Service LED and a dedicated Supervisory Service Acknowledge Switch.
2. The activation of any standpipe or sprinkler valve tamper switch shall activate the system supervisory service audible signal and illuminate the LED at the control panel and the remote annunciator. Differentiation between valve tamper activation and opens and/or grounds on fire alarm initiation circuit wiring shall be provided.
3. Activating the Supervisory Service Acknowledge Switch shall silence the supervisory audible signal while maintaining the Supervisory Service LED on indicating the tamper contact is still in the off-normal station.
4. Restoring the valve to the normal position shall cause the Supervisory Service LED to extinguish thus indicating restoration to normal position.
5. Restoring the valve to the normal position shall cause the supervisory service audible signal to pulse thus indicating restoration to normal position. Activating the Supervisory Service Acknowledge Switch will silence the audible signal and restore the system to normal.
6. Provide 120 volt circuit to exterior fire sprinkler bell. Verify location with fire sprinkler system contractor.
7. Provide power and monitoring circuit to fire sprinkler system air compressor if installed. Verify location with fire sprinkler system contractor.

L. A manual evacuation switch shall be provided to operate the systems alarm indicating appliances. Other control circuits shall not be activated. However, a true alarm shall be processed as described previously.

M. Activation of an auxiliary bypass switch shall override the automatic functions either selectively or throughout the system.

N. Alarm and trouble conditions shall be immediately displayed on the control panel from Alphanumeric LCD display. If more alarms or troubles are in the system the operator may scroll to display new alarms.

O. The system shall have an alarm list key that will allow the operator to display all alarms, troubles, and supervisory service conditions with the time of occurrence.

P. The actuation of the enable walk test program at the control panel shall activate the "Walk Test" mode of the system which shall cause the following to occur:

1. The city connection circuit shall be disconnected.
2. Control relay functions shall be bypassed.
3. The control panel shall show a trouble condition.
4. The alarm activation of any initiation device shall cause the audible signals to code a number of pulses to match the zone number.
5. The panel shall automatically reset itself after signaling is complete.
6. Any momentary opening of an initiating or indicating appliance circuit wiring shall cause the audible signals to sound for 4 seconds to indicate the trouble condition.
7. The control panel shall have the capacity of 8 distinctive walk test groups.

Q. All auxiliary manual controls shall be supervised so that all switches must be returned to the normal automatic position to clear system trouble.

R. Each independently supervised circuit shall include a discrete LED read-out to indicate disarrangement conditions per circuit.

S. The incoming power to the system shall be supervised so that any power failure must be audibly and visually indicated at the control panel and the remote annunciator. A green "power on" LED shall be displayed continuously while incoming power is present.

T. The system batteries shall be supervised so that a low battery condition or disconnection of the battery shall be audibly and visually indicated at the control panel and remote annunciator.

U. The System Expansion Modules shall be electrically supervised for module placement. Should a module become disconnected from the C.P.U. the system trouble indicator must illuminate and audible trouble signal must sound.

V. The system shall have provisions for disabling and enabling all circuits individually for maintenance and testing purposes.

W. Wiring to a hardwired (non-serial) remote annunciator shall be supervised for open and ground conditions. A separate annunciator trouble LCD Read-out Indication must be provided. It shall illuminate and an audible trouble signal shall sound at the control panel upon the detection of an open or ground condition.

1.6 MULTIPLE ADDRESSABLE PERIPHERAL NETWORK (IDNET):

A. Communication with addressable devices: The system must provide communication with all initiating and control devices individually. All of these devices are to be individually annunciated at the control panel. Annunciation shall include the following conditions for each point:

Alarm
Trouble
Open
Short
Ground
Device Fail/or Incorrect Device

B. All addressable devices are to have the capability of being disabled or enabled individually.

C. Up to 127 addressable devices may be multi-dropped from a single pair of wires. Systems that require factory reprogramming to add or delete devices are unacceptable.

D. Format - The communication format must be a poll/response protocol to allow mapping of the wire to addressable devices and be completely digital. A high degree of communication reliability must be obtained by using parity data bit error checking routines for address codes and check sum routines for the data transmission protocol. Systems that do not utilize full digital transmission protocol (i.e. -that may use time pulse width methods to transmit data, etc.,) will not be acceptable since they are considered unreliable and prone to errors.

E. Identification of Addressable Devices - Each addressable device must be uniquely identified by an address code entered on each device at time of installation. The use of jumpers to set address will not be acceptable due to the potential of vibration and poor contact.

F. Wiring Type, Distance, Survivability and Configuration Wiring types will be approved by the equipment manufacturer. The system must allow up to 2,500 feet wire length to the furthest addressable device.

G. Sensor Operation:

1. Smoke sensors shall be smoke density measuring devices having no self contained alarm set point (fixed threshold). The alarm decision for each sensor shall be determined by the control panel. The control panel shall determine the condition of each sensor by comparing the sensor value to the stored values.
2. The control panel shall maintain a moving average of the sensors' smoke chamber value to automatically compensate (move the threshold) for dust and dirty conditions that could affect detection operation. The system shall automatically maintain a constant smoke obscuration sensitivity for each sensor (via the floating threshold) by compensating for environmental factors. Photoelectric sensor smoke obscuration sensitivity shall be adjustable to within 0,3% of either limit of the UL window (0,5% to 4,0%) to compensate for any environment.
3. The system shall automatically indicate when an individual sensor needs cleaning. When a sensor's average value reaches a predetermined level, a "DIRTY SENSOR" individual condition shall be audibly and visibly indicated at the control panel for the individual sensor. Additionally, the LED on the sensor base shall glow steady giving a visible indication at the sensor location. If a "DIRTY SENSOR" is left unattended, and its average value increases to a second predetermined value, an "EXCESSIVELY DIRTY SENSOR" trouble condition shall be indicated at the control panel for the individual sensor. To prevent false alarms, these "DIRTY" conditions shall in no way decrease the amount of smoke obscuration necessary for alarm activation. For scheduling of maintenance, the control panel shall be able to generate an "ALMOST DIRTY" indication for any sensor approaching a "DIRTY" trouble condition.
4. The control panel shall continuously perform an automatic self-test routine on each sensor, which will functionally check sensor electronics and ensure the accuracy of the values being transmitted to the control panel. Any sensor that fails this test shall indicate a "SELF TEST ABNORMAL" trouble condition with the sensor location at the control panel.
5. An operator at the control panel, having a proper access level, shall have the capability to manually access the following information for each sensor:

Primary status
Device type
Present average value
Present sensitivity selected *
Peak detection values *
Sensor range (normal, dirty, etc.)
Values shall be in "percent of smoke obscuration" format so that no interpretation is required by the operator.

6. An operator at the control panel, having a proper access level, shall have the capability to manually control the following for each sensor:

Clear peak detection values
Enable or disable the point
Clear verification tally
Establish alarm sensitivity
Control a sensor's relay driver output

7. It shall be possible to program the control panel to automatically change the sensitivity settings of each sensor based on time-of-day and day-of-week (for example, to be more sensitive during unoccupied times and less sensitive during occupied periods). There shall be seven (7) sensitivity settings available for each sensor.
8. The control panel shall have the capability of being programmed for a pre-alarm or two-stage function. This function allows an indication to occur when, for example, a 3% sensor reaches a threshold of 1,5% smoke obscuration.
9. Individually identified sensors as well as conventional initiating device and notification appliance circuits shall be supported within a single control panel. Provide a minimum of 20% more capacity than indicated on the drawings.
10. For increased smoke detection assurance, all individually addressed smoke sensors shall be provided with alarm verification. Only a verified alarm shall initiate the alarm sequence operation.

1.8 POWER REQUIREMENTS:

A. Each control panel shall receive 120 VAC power from a dedicated circuit with locking clip over circuit breaker, 120 VAC power shall be at 20 Amps, unless otherwise noted. Label circuit breaker "Fire Alarm Control Circuit" in red.

B. All circuits requiring system operating power shall be 24VDC and shall be individually fused at the control panel.

PART 2 - PRODUCTS

2.1 FIRE ALARM CONTROL PANEL:

A. The contractor shall replace the existing Simplex 4010 Series Fire Alarm System with a new Simplex 4100ES Series Fire Alarm Control Panel with voice audio capability. All existing initiating and notifications circuits shall be connected to the new fire alarm panel as required. All new fire alarm devices shall be connected to the new fire alarm panel (FACP) and all new fire alarm devices shall be addressable. Refer to E2.1 for location of new FACP located within Mechanical #E104. Coordinate exact requirements with existing system as required.

B. The electrical contractor shall verify the existing building is provided with two dedicated phone lines for the fire alarm control panel. If the contractor can not verify the phone lines are available, they shall provide and install (1) cellular dialer located adjacent to the FACP. Contactor shall provide 120V receptacle for cellular dialer as required. Contactor shall coordinate all requirements with the cellular dialer and the FACP prior to rough-in.

2.2 PERIPHERAL DEVICES:

A All remote devices requiring outlet boxes shall be mounted on flush outlet boxes as recommended by the manufacturer, or as specified elsewhere in this division of the specifications. Any required surface devices (where approved by the Engineer) shall be installed on surface outlet boxes that are at a minimum the same size as the device. No part of a surface device shall overlap the outlet box. Verify all installation requirements and box types with manufacturer prior to rough-in.

B All devices shall be supervised for trouble conditions. The system control panel shall be capable of indicating the type of trouble condition (open, short, device missing/failed). Should a device fail, it shall not hinder the operation of other system devices. Should a problem occur on a particular wire run, it shall not affect other wire runs.

C. Addressable Manual fire alarm stations, double action, plainly marked to "Push and Pull Down" to sound alarm, located as shown on the drawings at a height of 48" from finished floor to top, semi flush mounted, Circuit shall be 2-wire addressable loop supervision, Provide matching backbox for surface mounting only where job conditions require and where prior approval of the Architect is obtained. Where tamperproof devices are indicated on the drawings, provide station with tamperproof clear Lexan shield with alarm and battery. Alarm to sound when shield is lifted. A manual station shall be installed at all exit doors on all floors, whether or not indicated on the drawings. A manual station shall be installed at interior fire sprinkler system riser location as required by Local Fire Marshall, whether or not indicated on the drawings, Provide manual stations with wire guards in gymnasiums, multi-purpose rooms, and where noted on the drawings.

D. True Alarm Sensors and Addressable Sensor Bases shall be photoelectric sensor with matching base, mounted on a flush mounted octagon box, The addressable smoke sensors shall be of the photoelectric type and shall communicate actual smoke chamber values to the control panel. The sensors shall be listed to UL Standard 268 and shall be documented as compatible with the control equipment to which they are connected. The sensors shall be listed for both ceiling and wall mount applications. Each sensor base shall contain a LED that will flash each time a sensor is polled by the control panel (once every 4 seconds). When the control panel determines that a sensor is in the alarm or a trouble condition, the control panel shall command the LED on that sensor's base to turn on steady indicating the abnormal condition. Sensors which do not provide a visible indication of an abnormal condition at the sensor location shall not be acceptable. Each sensor shall contain a magnetically actuated test switch to provide for easy alarm testing at the sensor location. Each sensor shall be scanned by the control panel for its type identification to prevent inadvertent substitution of another sensor type. The control panel shall operate with the installed device but shall initiate a "Wrong Device" trouble condition if the wrong sensor type is installed or the programmed sensor type is changed. The sensor's electronics shall be immune from false alarms caused by EMI and RFI. When addressed on the drawings, provide unit with sounder base with Piezo horn and relay to power remote LED indicator light.

Smoke sensors shall be installed on the ceiling at each control panel, extender panel, and annunciator location.

E. True Alarm Duct Sensors shall be air duct sensor housing with sampling tubes, relay, and photoelectric True Alarm Sensor, designed to detect the presence of smoke within the duct work, installed where indicated on the electrical drawings or where required by codes. A duct smoke sensor shall be installed on each duct from the unit as required by governing Codes, whether or not indicated on the drawings. Sensors shall operate as described under True Alarm Sensors above. Sensors shall be equipped with a functional test device circuit capable of simulating a maximum acceptable amount of smoke for alarm. The test device circuit shall provide individual local tests of all components of the smoke sensor and shall not require generation of actual smoke within the ductwork. Two (2) sampling tubes of the proper length to accommodate accurate sampling of air within the ductwork shall be supplied for each sensor location. Intake sampling tube shall penetrate the duct a minimum 75% of its diameter. Provide each duct sensor with a Remote Test Switch, mounted on outlet box in nearest mechanical room or janitor closet. Verify location with Authority Having Jurisdiction prior to rough-in. Label each test switch to identify function and unit served or damper served. If required by the fire alarm system supplier, Mechanical Contractor shall modify ductwork where fire/smoke dampers are located as required to install duct smoke sensors on the ductwork at the fire/smoke damper locations.

F. At every smoke or fire/smoke damper Electrical Contractor shall install a duct smoke sensor and relay to close damper and shut down associated mechanical unit on activation of sensor. Refer to Mechanical drawings, specifications, and addendum items, and/or Mechanical Contractor for locations and control requirements. Provide 120 volt control power at damper if required. Not all smoke or fire/smoke dampers may be shown on the drawings, however, ALL smoke or fire/smoke dampers shall be provided with the above requirements.

G. Carbon Monoxide (CO) Detectors

1. The detector shall have the ability to detect Carbon Monoxide gases in compliance with UL 2075.
2. The detector shall automatically include drift compensation of CO cell.
3. Provide a 24 Volt with Integral Sounder base connected to the SLC Addressable Circuit. Sounder shall be capable of providing a Temp 4 pattern for CO Alarm indication.

The sounder bases shall synchronize with it's native system.

H. Individually addressable modules (IAM) shall be used for monitoring of water flow, valve tamper, nonaddressable sensors, and for control of evacuation indicating appliances and mechanical systems.

An addressable interface module shall be provided for interfacing normally open direct contact devices to an addressable signaling line circuit.

1. IAM's shall be capable of mounting in a standard 4" square, 2 1/8" deep electric box. Verify box size with manufacturer. IAM's shall include cover plates to allow surface or flush mounting. Iam's shall receive their 24VDC power from a separate two wire pair running from an appropriate power supply.
2. There shall be three types of devices:

   Type 1: Monitor Zone Adapter Module (ZAM)
   Type 2: Relay IAM
   Type 3: IAM (Individually Addressable Module

3. For Type 1 and/or Type 3 above:

   For conventional 2-wire smoke sensor and/or contact device monitoring with Style B or Style D (NFPA-72 initiating device circuit) wiring supervision.

   Type 1 only:

   This type of addressable device module shall provide power to, and monitor the status of a zone consisting of conventional 2wire smoke sensors and/or N/O contact devices as specified elsewhere and identified on the drawings. The supervision of the initiating device circuit wiring shall be Style B. These IAM's shall communicate the zone's status (normal, alarm, trouble) to the control panel.

   Type 3 only:

   This type of addressable device module shall monitor the status of a zone consisting of conventional N/O contact devices as specified elsewhere and identified on the drawings. The supervision of the initiating device circuit wiring shall be Style B. These IAM's shall communicate the zone's status (normal, alarm, trouble) to the control panel. This device cannot power 2-wire smoke sensors.

4. For Type 2 above:

   For non-supervised control. This type of addressable device shall provide double pole, single throw relay switching for loads up to 120VAC.

5. The IAM shall be supervised and uniquely identified by the control panel. Device identification shall be transmitted to the control panel for processing according to the program instructions. Should the IAM become non-operational, tampered with, or removed, a discrete trouble signal, unique to the device, shall be transmitted to, and annunciated at, the control panel.
6. The IAM shall be capable of being programmed for its "address" location on the addressable device signaling line circuit. The IAM shall be compatible with addressable manual stations and addressable sensors on the same addressable circuit.

I. Interior audio/visual fire alarm signal device unless noted otherwise on the drawings shall be wall mount or ceiling mount A/V unit, as indicated on the drawings, in color as selected by the Architect. Device shall be U.L. listed to Standard 1971 and meeting the requirements of ADA. A/V shall be 24VDC and shall be electro-mechanical in design with electronic control (no moving parts) providing a 60 hz reverberant at 10 feet, with 24VDC xenon flasher, 110 CD (U.L.) intensity unless noted otherwise on the drawings, mounted on a flush mounted box. Visual unit shall be wall mount or ceiling mount (as indicated on the drawings) strobe in color as selected by the Architect, with the same features as the strobe on the audio/visual unit, 110 CD (U.L.) intensity unless noted otherwise on the drawings. Candela intensities listed on the drawings are based on U.L. intensities. A/V units shall be provided with horn, strobe, and adaptor. Interior horn only units for high ambient areas shall be provided with be 100dB at 10 feet, 24VDC, mounted on a flush mounted box. See the drawings for individual locations. Strobes shall be capable of being mounted in a vertical or horizontal position and still meet the requirements of U.L. for polar light distribution. Provide strobe circuit with Synchronized Flash Module for all strobe units. If multiple sound cards are used, audible signals shall be synchronized such that all signals are the same throughout the building, to preserve the temporal code pattern. Exterior audio alarm device shall be vibrating type horn, mounted on a weatherproof surface box. Provide horns and strobes with wire guards in gymnasiums, multi-purpose rooms, and where noted on the drawings. Visual signals mounted in cold rooms shall be capable of operating with-in cold room temperatures. Where combination piezo horns and visual signals are indicated on the drawings, provide wall mounted A/V unit with integral piezo horn, 24VAC, designed for supervision of wiring and 24VAC xenon flasher and strobe as specified and noted on the drawings, mounted on a flush box. Piezo horn only without visual signal shall be 24VAC, designed for supervision of wiring.

J. Air handling unit shutdown relays and duct smoke sensor relays shall be addressable, programmable fan shutdown relay, 24 VDC operation, mounted in surface cabinet with LED indicator indicating when relay is energized. These relays shall be supervised and powered from the 4100 control panel. Contacts shall be 2P D.T. rated at 10 amps resistive 28 VDC/120VAC.

K. Magnetic door holders shall be wall mounted electromagnetic holders unless indicated otherwise on the drawings, installed in accordance with the Electrical Contractor, Each door shall require a magnetic door holder near the top of the door. Verify location of holder with the door supplier. The fire alarm control shall be equipped with auxiliary relays to release holders as required by the smoke detection circuit. Voltage of the door holders shall be 24 VDC.

L. Waterflow Switch if installed shall have two normally open alarm contacts and tamper switch and equipped with adjustable retard feature. Provide proper unit to fit water pipe size required. This device shall be installed by the sprinkler contractor and wired by the electrical contractor. Gate Valve Switch shall have two normally closed trouble contacts, to be mounted on gate valves as directed. This device shall be installed by the sprinkler contractor and wired by the electrical contractor.

M. Thermal (heat) sensor heads shall be combination rate-of-rise/fixed temperature heat sensor (135 degrees) with matching base. The thermal type sensor shall be a plug-in unit which mounts to a twist-lock base. The sensor shall be a combination rate-of-rise/fixed temperature sensor U.L. listed as a rate compensated heat sensor. Where indicated otherwise on the drawings, provide combination rate-of-rise/fixed temperature heat sensor (200 degrees) with matching base, or fixed temperature heat sensor (200 degrees) with matching base. See the drawings for temperature ratings. The sensors shall fit into a base that is common with both photoelectric and ionization sensors and shall be compatible with other addressable sensors, addressable manual station, and addressable Zone Adapter Modules on the same circuit. There shall be no limit to the amount of sensors, stations or Zone Adapter Modules which may be activated or "in alarm" simultaneously. Each rate-of-rise sensor shall be capable of operating at a selectable rate-of-rise operation of 15 or 20 degrees Fahrenheit per minute and shall be self-restorable. Fixed temperature sensing is independent of rate-of-rise sensing and operates at 135 degrees Fahrenheit. Each sensor shall be capable of being configured for utility monitoring and capable of sensing temperature between 32 and 158 degrees Fahrenheit.

N. Fire alarm signal circuit power extender if required shall provide an internal power supply, battery charger and supervised notification appliance circuits, style Y or style Z. The extender panel shall connect as an addressable device to the host panel. The extender panel shall monitor each output NAC for trouble conditions and Earth faults and report back to the host panel if trouble occurs. Provide with additional signal circuits as required. The extender panel shall be capable of being remotely mounted from the host control panel and shall be housed in a beige steel cabinet to match host control panel. Provide dedicated 120 volt circuit to each extender panel, with locking clip over circuit breaker. Extender panels shall be located in Storage Rooms, Mechanical Rooms, or Janitor Rooms only. Extender panels shall not be located in public access areas. Verify locations of extender panel with Engineer and Architect prior to installation.

O. Remote smoke sensor annunciator panel for patient or resident rooms shall be LED annunciator panel. Annunciator panel shall be provided with audible signal, reset, and signal silence. Mount panels in flush backbox.

P. Room Smoke Sensor Remote Lamp shall be red LED lamp on single gang cover plate. Lamp to activate on activation of room smoke sensor.

Q. Chime appliances where indicated on the drawings shall be shall be wall mount or ceiling mount A/V unit, as indicated on the drawings, in color as selected by the Architect. Visual only devices shall be wall mount or ceiling mount (as indicated on the drawings) strobe in color as selected by the Architect, with the same features as the strobe on the audio/visual unit. Device shall be U.L. listed under Standard 464 for Audible Signal Appliances and chimes equipped with strobes shall be listed under UL Standard 1971 for Emergency Devices for the Hearing Impaired. In addition, the strobes shall be certified to meet the requirements of FCC Part 15, Class B and shall incorporate low temperature compensation to ensure the lowest possible current consumption. All chime and chime/strobe appliances shall be backward compatible. All chimes shall use solid state components and shall provide field selectable single stroke or vibrating operation with volume control and tone control. All models shall have a peak Anechoic sound output of 83 dB at 10 feet and an adjustable frequency range of 800 to 100 Hz. All units shall have screw terminals that accept #12 to #18 AWG wire sizes. The strobe portion of the appliance shall produce a flash rate of one (1) flash per second over the Regulated Voltage Range and shall incorporate a Xenon flashtube enclosed in a rugged Lexan lens. The strobe shall be of low current design. Where multi-candela chime strobes are specified, the strobe intensity shall be 110 CD (U.L.) intensity unless noted otherwise on the drawings. Candela intensities listed on the drawings are based on U.L. intensities. Provide strobe circuit with Synchronized Flash Module for all strobe units. If multiple sound cards are used, audible signals shall be synchronized such that all signals are the same throughout the building, to preserve the temporal code pattern.

PART 3 EXECUTION

3.1 INSTALLATION:

A. Provide and install the system in accordance with the plans and specifications, all applicable codes and the manufacturers recommendations. All wiring shall be installed in strict compliance with all the provisions of NEC _ Article "Fire Alarm Systems", unless noted otherwise in these specifications or on the drawings, or if required may be reclassified as non_power limited and wired in accordance with NEC_Article "Fire Alarm Systems".

1. Upon completion, the contractor shall so certify in writing to the owner and general contractor.
2. All junction boxes shall be sprayed red and labeled "Fire Alarm". All system cables will be labeled in boxes. Wiring color code shall be maintained throughout the installation.
3. All devices including zams shall be provided with labels indicating the device identification numbers.
4. End of line resister when located in field shall be installed with a box and labeled (E.O.L.).

B. Installation of equipment and devices that pertain to other work in the contract shall be closely coordinated with the appropriate subcontractors.

C. The contractor shall clean all dirt and debris from the inside and the outside of the fire alarm equipment after completion of the installation.

D. Contractor and equipment supplier shall jointly provide a proposed riser diagram for the fire alarm system indicating all devices, equipment, and cabling with the shop drawing submittals prior to construction. If changes are made during construction a corrected riser diagram shall be submitted with the operating and maintenance manuals upon project completion. Riser diagram shall use symbols as shown on the drawings and shall have room names as adjacent to all devices. All wiring shall be in conduit. On Final drawing riser diagram shall reflect owners approved room numbers.

E. This Contractor shall furnish and install all wiring, conduit, junction boxes and outlet boxes required for the installation of a complete system. All wiring shall be installed in metallic conduit, shall be color coded throughout and shall be free and clear of opens, grounds, and shorts between conductors. All Fire Alarm wiring shall be #14 gauge solid copper, with the exception of the MAPNET II addressable cable which shall be West Penn #D975 (.210" OD) and ADA Audio/Visual signals and horns shall be wired with West Penn #955 (.211" OD). (Shielded wiring required only if required by the Manufacturer.). Maximum number of devices on a circuit shall not exceed 80% of the rated circuit capacity. Access control wiring shall be as required by system manufacturer. All equipment shall be grounded with an approved earth ground wire being supplied at the control panel. All wiring shall be in conformance with Article 760 of the National Electric Code. Verify all wiring with system manufacturer prior to installation.

F. Installation of equipment and devices that pertain to other work in the contract shall be closely coordinated with the appropriate subcontractors.

G. Contractor shall not remove protective covers from smoke sensors until all construction work and cleanup has been performed. If this is not adhered to all cleaning costs to clean dirty smoke sensors shall be paid for by the contractor.

H. A 1" empty conduit with pull wire shall be provided from the fire alarm control panel to the main telephone terminal board for Telephone Co. use. Provide conduit with telephone cable if monitoring is required.

I. Smoke sensors shall be installed on the ceiling at each control panel, extender panel, and annunciator location.

3.2 SERVICE AND TESTING:

A. The manufacturer shall co-ordinate and provide a test of the system in the presence of the Fire Marshal, Owner, and local Fire Department.

B. The manufacturer shall provide supervision of the project during installation, supervision of final connections, and testing of all devices, demonstrate system operation following checkout in the presence of the Architect, Engineer and Owner, and shall after completion of the project and acceptance by same, provide any service incidental to the proper performance of the system during the guarantee period. After the guarantee period, the manufacturer shall provide upon request and at standard rates, the service necessary for the future proper performance of this system. To provide this service, the manufacturer shall have an intrastate service organization consisting of at least three direct fulltime factory trained employees under the supervision of a qualified service manager. Service availability shall be within 120 miles with a maximum 24 hour response time. The prime function of this organization shall be prompt, efficient service. Upon project completion, the equipment supplier shall present a full coverage preventive maintenance agreement to the Owner for his purchase approval covering all service and instructions to the customer, within a minimum of two (2) inspections per year with no additional charge for emergency calls between inspections during normal working hours. Upon completion of Fire Alarm System Testing, submit to Engineer (3) copies of Testing and Inspection Report signed off as 100% functioning by the System Supplier and the Electrical Contractor. Submit forms in NFPA 72 format including db level readings per room marked on floor plans, floor plans to be submitted in operation booklet. Db reading shall be submitted to Engineer prior to walk thru by Engineer. Inspecting personnel or final acceptance test. Bind (1) additional copy in the operation instructions booklet.

3.3 GUARANTEE:

A. After all work herein specified has been completed; the Contractor shall guarantee his work to be free from defects for a period of one year, Such defects shall apply to faulty materials or workmanship. In the event of the development of said defects, the Contractor shall remedy the failures at his own expense during normal business hours within a reasonable time after notice. Systems equipment shall be guaranteed by the manufacturer for one year.

3.4 TEMPORARY PROTECTION:

A. Any existing fire systems shown on the drawings shall be maintained in service as much as possible while the new system is being installed. Covered may be by zone to minimize unprotected areas of the building.

B. Before shutting off a section of any existing fire detection system to make required connections, plan the work carefully, and assemble all materials to enable completion in the shortest possible time. Work started on connections should be rushed to completion without interruption, and protection restored as promptly as possible.

C. When changes involve shutting off any existing fire detection system devices and components for more than four hours, temporary connections should be made so that reasonable fire detection can be maintained.

D. While replacing any existing systems shown on the drawings, the fire detection system shall be restored each night so far as possible, Impairments to existing systems shall be handled as required in NFPA.

E. Any active smoke detector that is covered for protection during construction shall be uncovered at end of working day.

END OF SECTION 16720

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GENERAL NOTES:

1. REFER TO MECHANICAL DEMO DRAWINGS FOR FURTHER INFORMATION.
2. FOR PURPOSES OF THE ELECTRICAL DEMO DRAWINGS, ELECTRICAL DEVICES LOCATED IN EXISTING WALLS THAT ARE TO REMAIN AS IS ARE SHOWN HERE ON THE DEMO DRAWINGS AND ARE NOTED TO BE EITHER REMAIN AS IS WITH AN 'EX' ADJACENT TO THEM. ELECTRICAL DEVICES NOTED TO BE REMOVED NOTED WITH AN 'X' OVER THE DEVICE. REMOVE THE ELECTRICAL DEVICE (RECEPTACLE OR DATA BOX) AND THEIR ASSOCIATED CONDUITS AND WIRING BACK TO THE POINT OF ORIGINATION. ENERGIZE ALL EXISTING DEVICES THAT WERE INTERRUPTED DURING DEMOLITION. WHERE ENTIRE CIRCUITS ARE REMOVED, TURN THE CIRCUIT BREAKER OFF AND LABEL AS 'SPARE'. WHERE EXISTING MECHANICAL EQUIPMENT IS REMOVED, ALL RELATED ELECTRICAL FEEDS TO THE EQUIPMENT THEIR ASSOCIATED CONDUITS BACK.

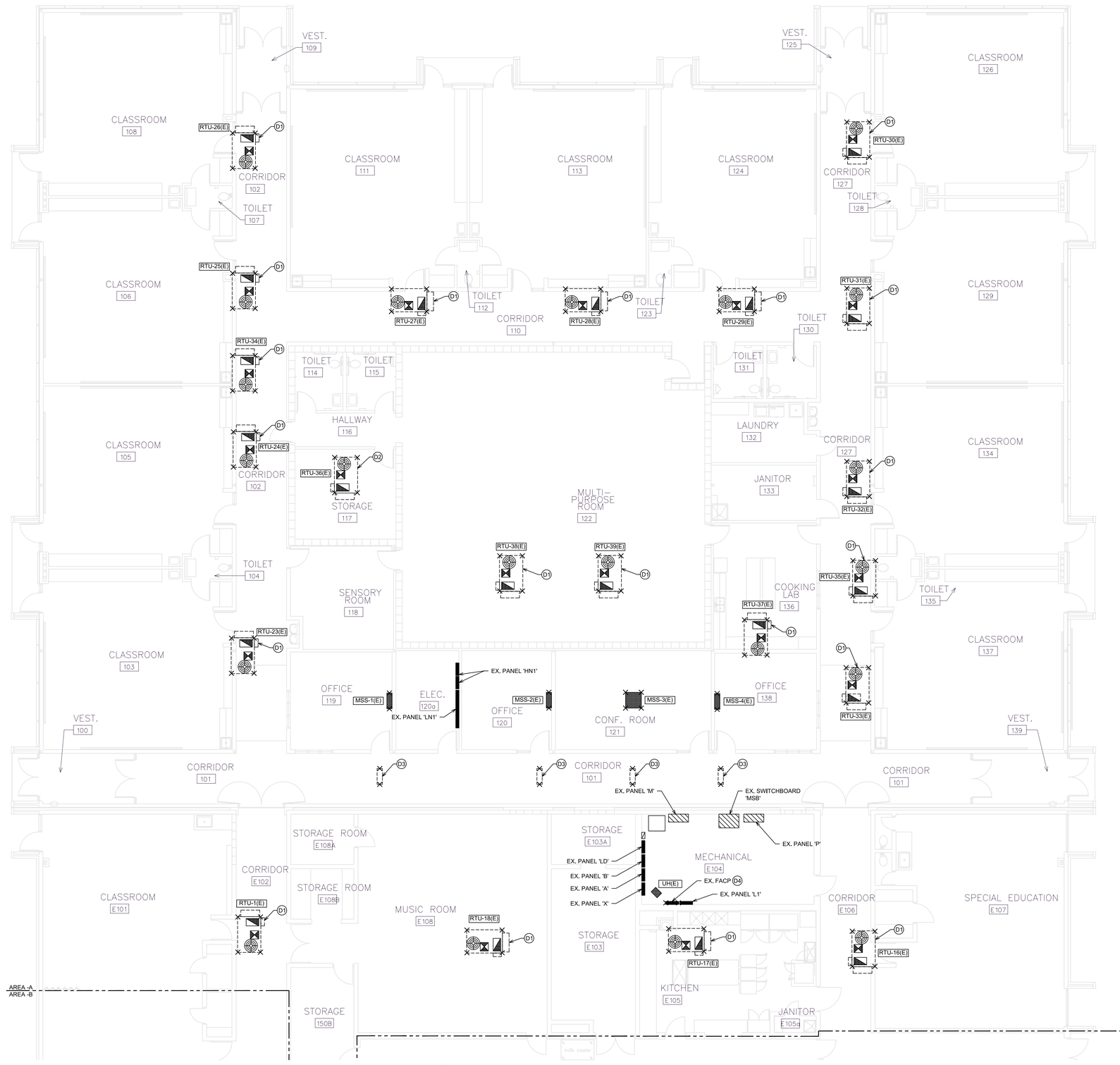
PLAN NOTES:

(D1) EXISTING ROOF-TOP UNIT (RTU) SHALL BE REMOVED. HOWEVER EXISTING 480V 3 PHASE CIRCUIT SHALL REMAIN AND BE EXTENDED TO NEW RTU UNIT. NEW RTU UNIT SHALL BE PROVIDED WITH NEW FUSED DISCONNECT. REFER TO EQUIPMENT CONNECTION SCHEDULE ON E1.1 FOR MORE INFORMATION.

(D2) EXISTING ROOF-TOP UNIT (RTU) SHALL BE REMOVED. CONTRACTOR SHALL REMOVE RTU UNIT, CONDUIT, AND CONDUCTORS BACK TO THE POINT OF ORIGINATION AS REQUIRED.

(D3) EXISTING MINI-SPLIT HEAT PUMP SHALL BE REMOVED. CONTRACTOR SHALL REMOVE HEAT-PUMP, CONDUIT, AND CONDUCTORS BACK TO THE POINT OF ORIGINATION AS REQUIRED.

(D4) EXISTING FIRE ALARM CONTROL PANEL SHALL BE CHANGED OUT TO NEW FIRE ALARM CONTROL PANEL. REFER TO FIRE ALARM SPECIFICATIONS FOR ADDITIONAL INFORMATION.



A FLOOR PLAN - AREA A - ELECTRICAL DEMO

SCALE: 1/8" = 1'-0"

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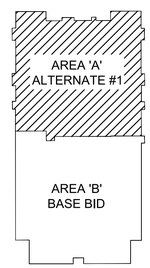
SCALE: 1/8" = 1'-0"

NORTH

406



KEY PLAN

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03-10-2026
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PROFESSIONAL ENGINEER

202536

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NO.	DATE	DESCRIPTION

SHEET TITLE: FLOOR PLAN - AREA A - ELECTRICAL DEMO

DATE: MARCH 10, 2026

ED2.1

26032.00 - 047

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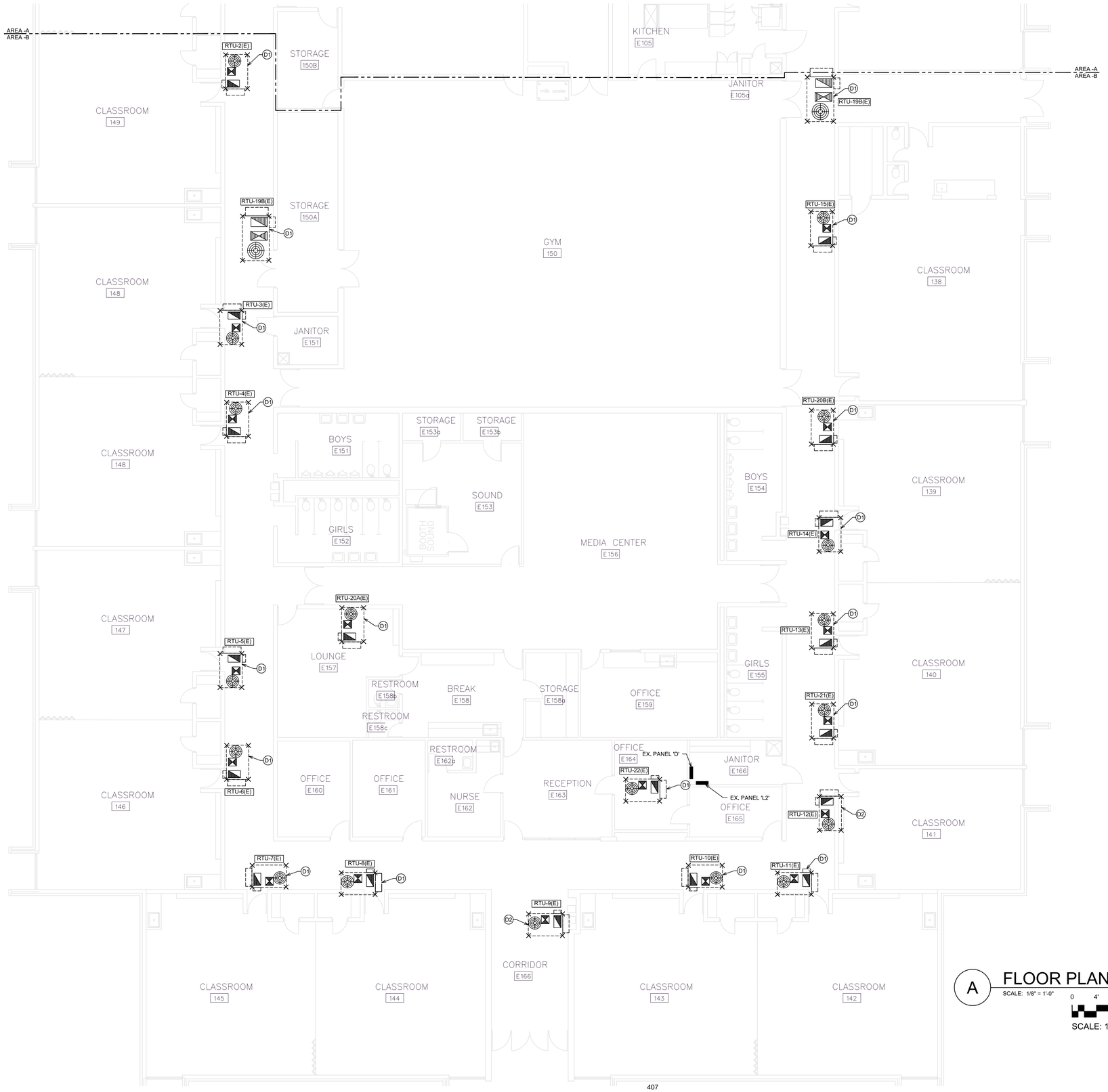

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(D2) EXISTING ROOF-TOP UNIT (RTU) SHALL BE REMOVED. CONTRACTOR SHALL REMOVE RTU UNIT, CONDUIT, AND CONDUCTORS BACK TO THE POINT OF ORIGINATION AS REQUIRED.

KEY PLAN

A FLOOR PLAN - AREA B - ELECTRICAL DEMO

SCALE: 1/8" = 1'-0"

0 4' 8' 16'

SCALE: 1/8" = 1'-0"

NORTH

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ISSUE:

NO.	DATE	DESCRIPTION

SHEET TITLE: FLOOR PLAN - AREA B - ELECTRICAL DEMO

DATE: MARCH 10, 2026

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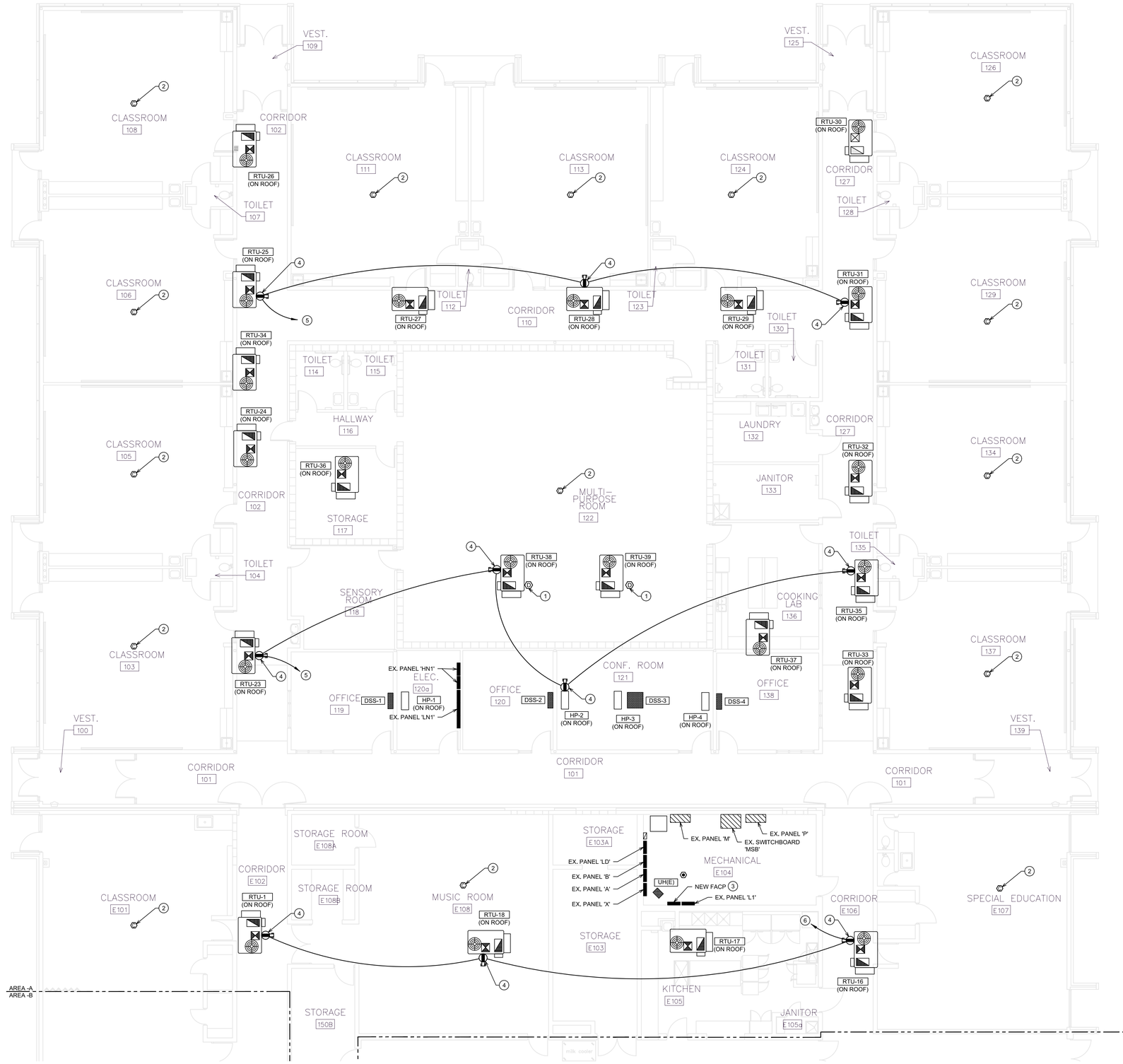


A FLOOR PLAN - AREA A - POWER

SCALE: 1/8" = 1'-0"

0 4' 8' 16'

SCALE: 1/8" = 1'-0"

NORTH

408

GENERAL NOTES:

1. ALL CIRCUITS INDICATED ON DRAWINGS SHALL BE 20A, 120V CIRCUITS WITH (2)-#12'S AND (1)-#12 G. IN 0.5" CONDUIT U.O.N.
2. LABEL ALL SNAP SWITCH COVERPLATES WITH THE PANEL AND CIRCUIT NUMBER.
3. REFER TO RELATED MECHANICAL DRAWINGS FOR RELATED INFORMATION.
4. REFER TO THE SPECIFICATIONS FOR DATA NOT ON THE DRAWINGS.
5. WALL MOUNTING HEIGHTS TO CENTERLINE OF DEVICE UNLESS OTHERWISE NOTED.
6. A GROUND CONDUCTOR SIZED PER N.E.C. ARTICLE 250 IS REQUIRED IN ALL POWER, RECEPTACLE, AND LIGHTING CIRCUITS. GROUND CONDUCTORS ARE NOT SHOWN ON DRAWINGS.

PLAN NOTES:

(1) PROVIDE DUCT MOUNTED SMOKE DETECTORS IN RETURN AIR DUCT OF ROOF TOP UNIT. COORDINATE LOCATION AND REQUIREMENTS WITH EQUIPMENT MANUFACTURE AND MECHANICAL CONTRACTOR. SMOKE DETECTOR SHALL SHUT DOWN THE UNIT UPON ACTIVATION. NEW DUCT MOUNTED SMOKE DETECTOR TO BE CONNECTED TO NEW FIRE ALARM CONTROL PANEL. REFER TO SPECIFICATIONS FOR ADDITIONAL INFORMATION.

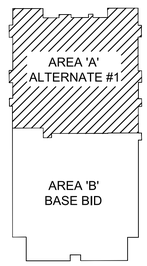
(2) PROVIDE A NEW UL LISTED CARBON MONOXIDE DETECTOR AS REQUIRED TO MEET SECTION 915 OF THE INTERNATIONAL BUILDING CODE. NEW CARBON MONOXIDE DETECTOR SHALL BE CONNECTED TO NEW FIRE ALARM SYSTEM LOCATED WITH EXISTING BUILDING. CONTRACTOR SHALL COORDINATE EXACT INSTALLATION LOCATION WITH EXISTING LIGHTS/DIFFUSERS IN THE FIELD.

(3) NEW FIRE ALARM CONTROL PANEL. ALL EXISTING INITIATING AND NOTIFICATIONS CIRCUITS SHALL BE TIED BACK INTO NEW PANEL AS REQUIRED. NEW DUCT MOUNTED SMOKE DETECTORS AND NEW CARBON MONOXIDE SHALL BE TIED INTO NEW ADDRESSABLE MODULES AS REQUIRED. EXISTING 120V CIRCUIT THAT SERVED PREVIOUS FACP SHALL BE EXTENDED AS REQUIRED TO FEED NEW FACP. REFER TO FIRE ALARM SPECIFICATIONS FOR ADDITIONAL INFORMATION.

(4) NEW WEATHER PROOF GFCI RECEPTACLE SHALL BE MOUNTED ON UNIT.

(5) CONNECT TO NEXT AVAILABLE 20A/1P SPARE CIRCUIT BREAKER IN EXISTING PANEL 'LN1'. PROVIDE NEW 20A/1P CIRCUIT BREAKER AS REQUIRED.

(6) CONNECT TO NEXT AVAILABLE 20A/1P SPARE CIRCUIT BREAKER IN EXISTING PANEL 'L1'. PROVIDE NEW 20A/1P CIRCUIT BREAKER AS REQUIRED.



KEY PLAN

GMCN ARCHITECTS • PLANNERS
115 E. LAUREL • GARDEN CITY, KS 67846 • (620) 276-3244
www.gmcnarchitects.com

202536

HVAC UPGRADES TO
GARFIELD EARLY CHILDHOOD CENTER
121 W. Walnut Street Garden City, Kansas

ARCHITECT RESERVES HIS COMMONLAW COPYRIGHT AND OTHER PROPERTY RIGHTS IN THESE PLANS, THESE PLANS AND DRAWINGS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER, NOR ARE THEY TO BE ASSIGNED TO ANY THIRD PARTY, WITHOUT FIRST OBTAINING EXPRESS, WRITTEN PERMISSION AND CONSENT OF GMCN ARCHITECTS, INC. ANY UNAUTHORIZED USE SHALL BE AT THE USERS SOLE RISK AND WITHOUT LIABILITY TO ARCHITECT.

ISSUE

NO.	DATE	DESCRIPTION

SHEET TITLE: FLOOR PLAN - AREA A - POWER

DATE: MARCH 10, 2026

E2.1

Integrated Consulting Engineers, Inc.
349 South Hydraulic • Wichita, KS 67211
316.264.3588 • 316.264.3948 • www.iconengineers.net

26032.00 - 047

3/9/2026 3:45:42 PM
M:\2026\26032.00 - 047 - USD 457 Garfield Elementary RTU Replacement\Electrical Files\26032.00 - E2.X.dwg

GENERAL NOTES:

1. ALL CIRCUITS INDICATED ON DRAWINGS SHALL BE 20A, 120V CIRCUITS WITH (2)-#12'S AND (1)-#12 G. IN 0.5" CONDUIT U.O.N.
2. LABEL ALL SNAP SWITCH COVERPLATES WITH THE PANEL AND CIRCUIT NUMBER.
3. REFER TO RELATED MECHANICAL DRAWINGS FOR RELATED INFORMATION.
4. REFER TO THE SPECIFICATIONS FOR DATA NOT ON THE DRAWINGS.
5. WALL MOUNTING HEIGHTS TO CENTERLINE OF DEVICE UNLESS OTHERWISE NOTED.
6. A GROUND CONDUCTOR SIZED PER N.E.C. ARTICLE 250 IS REQUIRED IN ALL POWER, RECEPTACLE, AND LIGHTING CIRCUITS. GROUND CONDUCTORS ARE NOT SHOWN ON DRAWINGS.

PLAN NOTES:

1. PROVIDE DUCT MOUNTED SMOKE DETECTORS IN RETURN AIR DUCT OF ROOF TOP UNIT. COORDINATE LOCATION AND REQUIREMENTS WITH EQUIPMENT MANUFACTURE AND MECHANICAL CONTRACTOR. SMOKE DETECTOR SHALL SHUT DOWN THE UNIT UPON ACTIVATION. NEW DUCT MOUNTED SMOKE DETECTOR TO BE CONNECTED TO NEW FIRE ALARM CONTROL PANEL. REFER TO SPECIFICATIONS FOR ADDITIONAL INFORMATION.
2. PROVIDE A NEW UL LISTED CARBON MONOXIDE DETECTOR AS REQUIRED TO MEET SECTION 915 OF THE INTERNATIONAL BUILDING CODE. NEW CARBON MONOXIDE DETECTOR SHALL BE CONNECTED TO NEW FIRE ALARM SYSTEM LOCATED WITH EXISTING BUILDING. CONTRACTOR SHALL COORDINATE EXACT INSTALLATION LOCATION WITH EXISTING LIGHTS/DIFFUSERS IN THE FIELD.
3. CONNECT TO NEXT AVAILABLE 20A/1P SPARE CIRCUIT BREAKER IN EXISTING PANEL 'L1'. PROVIDE NEW 20A/1P CIRCUIT BREAKER AS REQUIRED.
4. CONNECT TO NEXT AVAILABLE 20A/1P SPARE CIRCUIT BREAKER IN EXISTING PANEL 'L2'. PROVIDE NEW 20A/1P CIRCUIT BREAKER AS REQUIRED.

KEY PLAN

A FLOOR PLAN - AREA B - POWER

SCALE: 1/8" = 1'-0"

0 4' 8' 16'

SCALE: 1/8" = 1'-0"

NORTH

26032.00 - 047

Integrated Consulting Engineers, Inc.
349 South Hydraulic • Wichita, KS 67211
316.264.3588 • 316.264.3948 • www.iconengineers.net

ANDREW ROSSER
#21920
03-10-2026
KANSAS
PROFESSIONAL ENGINEER

202536

GMCN ARCHITECTS • PLANNERS
115 E. LAUREL • GARDEN CITY, KS 67846 • (620) 274-3244
www.gmcnarchitects.com

HVAC UPGRADES TO
GARFIELD EARLY CHILDHOOD CENTER

121 W. Walnut Street Garden City, Kansas

ARCHITECT RESERVES HIS COMMONLAW COPYRIGHT AND OTHER PROPERTY RIGHTS IN THESE PLANS, THESE PLANS AND DRAWINGS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED, IN ANY FORM OR MANNER WHATSOEVER, NOR ARE THEY TO BE ASSIGNED TO ANY THIRD PARTY, WITHOUT FIRST OBTAINING EXPRESS, WRITTEN PERMISSION AND CONSENT OF GMCN ARCHITECTS, INC. AND ARCHITECT.

ISSUE:

NO.	DATE	DESCRIPTION

SHEET TITLE: FLOOR PLAN - AREA B - POWER

DATE: MARCH 10, 2026

E2.2

3/9/2026 3:45:55 PM
M:\2026\26032.00 - 047 - USD 457 Garfield Elementary RTU Replacement\Electrical Files\26032.00 - E2.X.dwg

Bidders List
HVAC: GA

3G Electric
905 W. Mary Street
Garden City, KS 67846
620-276-2421

Central Consolidated
3435 W. Harry Street
Wichita, KS 67213
316-945-0797

Davis Electric
600 W. Avenue A
Cimarron, KS 67835
620-855-2379

Dean E Norris
2929 S. Minneapolis
Wichita, KS 67216
316-688-1901

Kruse Corporation
3636 N. Topeka
Wichita, KS 67219
316-838-7885

TATRO Plumbing Co, Inc.
1413 W. Thompson Street
Garden City, KS 67846
620-277-2167

Waldinger Corporation
3052 South All Hallows Avenue
Wichita, KS 67217
316-942-7722

Wallace Electric
1803 Humphrey Street
Garden City, KS 67846
620-275-2484

Bid Tabulations
HVAC: GA

Bid 2026-14

Bid Opening: 4/2/2026

Vendor	Base Bid	Alternate: A-1: HVAC in Area A	Total Bid w/Alternate
3G Electric	**No Bid**	**No Bid**	**No Bid**
Central Consolidated	**$493,480.00**	**$446,420.00**	**$939,900.00**
Davis Electric	**No Bid**	**No Bid**	**No Bid**
Dean E Norris	**No Bid**	**No Bid**	**No Bid**
Kruse Corporation	**No Bid**	**No Bid**	**No Bid**
TATRO Plumbing	**$482,567.00**	**$415,560.00**	**$898,127.00**
Waldinger Corporation	**No Bid**	**No Bid**	**No Bid**
Wallace Electric	**No Bid**	**No Bid**	**No Bid**

RECOMMENDATION: To accept the base bid & alternate in the

Payment to be made from budgeted funds in account:	LRF Plan-HVAC	016 E 4700 21 0000 056 03 610

SECTION 00 41 13 - BID FORM – STIPULATED SUM (SINGLE-PRIME CONTRACT)

BID INFORMATION

1.01 BIDDER: Central Consolidated, Inc.

A. Project Name: Garfield Early Childhood Center HVAC Upgrades

B. Project Location:
   1. 121 W. Walnut Street, Garden City, Kansas.

C. Owner: Garden City Unified School District #457 Board of Education.

D. Architect: GMCN Architects, Inc.

E. Architect Project Number: 202536

1.02 **CERTIFICATIONS AND BASE BID**

A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by GMCN Architects Inc. and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:
   1. Four Hundred Ninety-Three Thousand Four Hundred Eighty Dollars ($ 493,480.00).
   2. The above amount includes Allowances specified in 01 21 00 - Allowances.

1.03 BID GUARANTEE

A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the amount constituting five percent (5%) of the Base Bid amount above:
   1. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.04 TIME OF COMPLETION

A. If this Bid is accepted we will:

B. Complete the Work in 108 calendar days from **Commencement Date.**
   (Bidder to enter number of days.)

1.05 ACKNOWLEDGEMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated 3/25/2026.
2. Addendum No. 2, dated 3/30/2026.
3. Addendum No. 3, dated _____.
4. Addendum No. 4, dated _____.

1.06 ALTERNATE BIDS

A. The undersigned agrees, if awarded the contract, to perform the work of any Alternate Bids selected by the Owner according to the same contract amount to be adjusted for each Alternate Bid accepted as follows:

B. **ALTERNATE BID NO. A-1**: Removal and Replacement of HVAC in 2009 Addition (Area "A"):

1. _____Dollars ($_____).
2. The Owner may not initially accept the cost of this Alternate Bid upon signing of the Contract. The Bidder shall honor the cost of this Proposal for a minimum of 30 days after the contract has been signed.

1.07 CHANGES TO THE WORK

A. Changes in the Work shall be as established in the Contract Documents. The following fees shall be used for lump sum pricing and actual cost pricing of additions and deletions to that Work included in the Bid, namely:

1. Contractor Work performed by his own forces:
   O&P 15 % **Not-to-Exceed 15%**
2. Contractor Work performed by other than his own forces:
   O&P 10 % **Not-to-Exceed 10%**
3. Subcontractor Work performed by his own forces:
   O&P 10 % **Not-to-Exceed 10%**
4. Subcontractor Work performed by other than his own forces:
   O&P 5 % **Not-to-Exceed 5%**
5. Percentages for overhead and profit will not be allowed on bond premiums.

1.08 BID SUPPLEMENTS

A. The following supplements are a part of this Bid Form and are attached hereto.
   1. Bid Form Supplement - Bid Bond Form (AIA Document A310)

1.09 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Finney County and Garden City, Kansas, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.10 SUBMISSION OF BID

A. Respectfully submitted this 2nd day of April, 2026.

B. Submitted By: Central Consolidated, Inc.

C. (Name of bidding firm or corporation)

D. Authorized Signature: _____

E. (Handwritten signature)

F. Signed By: Alex Gilmore

G. (Type or print name)

H. Title: Chief Estimator

I. (Owner/Partner/President/Vice President)

J. Witness By: _____

K. (Handwritten signature)

L. Attest: _____

M. (Handwritten signature)

N. Taylor Creighton

O. (Type or print name)

P. Title: Mechanical Estimator

Q. (Corporate Secretary or Assistant Secretary)

R. Street Address: 3435 W Harry St

S. City, State, Zip Wichita, KS 67213

T. Phone: (316) 945-0797

U. License No.: M09286 / P09287

V. Federal ID No.: 47-5590240

1.11 (AFFIX CORPORATE SEAL HERE)

END OF DOCUMENT 004113

TOGETHER WE'RE SMARTER | CENTRAL CONSOLIDATED INC

Quote

4/1/2026
Quotation #5333

Job Name: USD 457 Garfield Early Childhood Center HVAC Upgrades
Location: 121 W Walnut St, Garden City, KS
Documents: Plans and specifications as provided by GMCN Architects and Integrated Consulting Engineers dated 3/10/2026. Addendums 1 and 2 acknowledged.

Notes Regarding Proposal:

- Due to the current volatility in commodity material costs that underlies our pricing, CCI's proposal will expire **60 days** from the date above. After that period, CCI's pricing is subject to adjustment to reflect any increase in commodity material costs at the time of acceptance
- CCI shall not be held liable for delays in equipment or materials due to imposed tariffs
- CCI has not included for material price escalation due to imposed tariffs. Should we be made aware of any increases, we will notify the owner immediately

Work Included in Base Bid:

- Remove twenty (20) existing rooftop units – curbs to be reused
- Furnish and install twenty (20) rooftop units on existing curbs (curb adapters where required)
- Disconnect and rework natural gas piping to new units as necessary
- Condensate traps at each rooftop unit to spill direct to roof
- Test, adjust, and balance by QTAB
- Building automated controls by C&C Group
- Electrical as indicated
- $25,000.00 owner's contingency

Work Included in Alternate #1:

- Remove twenty-one (21) existing rooftop units – curbs to be reused
- Demolition and removal of four (4) mini split systems and associated linesets – condensate to remain for reuse
- Furnish and install twenty-one (21) rooftop units on existing curbs (curb adapters where required)
- Furnish and install four (4) mini split systems
- Disconnect and rework natural gas piping to new units as necessary
- Condensate traps at each rooftop unit to spill direct to roof
- Refrigerant linesets for new mini split systems – assumed to reuse existing roof penetrations
- Test, adjust, and balance by QTAB
- Building automated controls by C&C Group
- Electrical as indicated
- Resealing of roof penetrations by DV Douglass

Project-Specific Exclusions:

- Sales tax
- Material and equipment price escalation due to imposed tariffs

- Overtime and shiftwork
- Fire sprinkler and suppression

Central Consolidated Typical Exclusions:

- Design, engineering, or design assistance
- CCI has not included any engineering for pipe supports labeled as "delegated design." CCI is not the engineer of record and therefore has not included any engineering costs. We have included industry-standard hangers for mechanical systems only. If special hangers are needed then these will be designed by others and CCI will price once the design is complete. These include but are not limited to the following: additional structural steel, slides, guides, restraints, spring hangers, or process piping hangers
- Taking the lead on BIM coordination and incorporating other trades into the BIM model
- Other trades will provide CAD-compatible drawings for coordination
- LEED construction factors
- Seismic restraints
- Loss of time in our schedule due to delays by others or assigned equipment delivery days
- Temporary construction, job site utilities (to trailers or the work area), or consumption costs
- Trailer utility costs (CCI will pay for telephone/internet service to our job site trailers only)
- Building utility services that extend more than 5' past the building line
- Gas meters providing primary service (assumed to be installed by the utility provider)
- Overtime or shift work
- Re-routing, repair, or relocation of any existing utilities
- Lawn irrigation shut down, demolition, or repair
- SWPPP, dewatering, work area, and/or site drainage
- Sub-soil membrane fabric installation, removal, or concrete work for foundation drainage systems
- Excavation, pipe bedding, backfill, and fine grading are included. The proposal assumes soil excavation with no obstructions. In the case of any obstructions/rocks encountered, we will notify Owner immediately
- Latent or later determined required work in slabs, walls, ceilings, or concealed spaces
- Building ceilings, fire protection systems, lighting removal, storage, reinstallation, and repairs
- Roof, storm, sanitary, gas, or under slab piping not shown or assigned
- Painting or paint preparation (we will provide touch-up paint of our assigned new equipment if it is needed)
- Abatement of asbestos, lead, or other hazardous materials
- Modification of existing systems to bring them up to the current code
- Louvers not specifically listed in the scope inclusions
- In-wall louver framing, lintels, or new opening demolition
- Duct lagging or any other type of lagging/gypsum board work
- Blank-offs between slot diffusers
- Duct cleaning (CCI will maintain LEED quality IAQ by cleaning our duct after we build it, sealing it before it ships, and maintaining that seal throughout construction)
- Fume or lab hoods, unknown piping connections, or exhaust
- Loose VFDs, starters, and disconnects for equipment not integral to the equipment

- VFD motor interference and bearing protection
- Receiving, unloading, handling, storage, or installation of owner-furnished equipment
- Any valves that are not specified or shown on the drawings
- QA/QC (we will pressure test our piping and ductwork only as necessary)
- Orientation or special training lost time of site training for craft workers to be on site
- Fingerprinting, background checks, or other security clearance items
- Composite crew cleanup participation (CCI will do the daily cleanup of our waste)
- Short or long-term maintenance on equipment
- Third party commissioning

General Proposal Clarifications:

- CCI warrants all materials and workmanship provided in the work performed under this contract to be free from defects for a period of (1) one year from the date of substantial completion. CCI shall repair or replace, at no cost to the Owner, any defects discovered within that timeframe upon written notice
- All stated lead times are based on the best information available at the time of bid – subject to change
- The work will be performed on a normal 40-hour work week – five (5) 8-hour days or four (4) 10-hour days
- Proposal is conditioned upon prompt award of the project contract, in enough time to allow approval of submittals and procurement of materials and equipment to meet the project schedule
- This proposal is conditioned upon a three-week mobilization period between written Notice to Proceed and any on-site activities
- We assume we will be given clean access to the work; given in a sequential and methodical order that does not restrict the flow of work. should the flow of the project reflect otherwise, CCI reserves the right to a pricing adjustment that reflects costs associated with such a change in project work conditions
- The digital backgrounds for architectural, structural, fire protection, and electrical are to be furnished to CCI at no charge in AutoCAD format and Revit, when available
- While on-site, CCI will provide a full-time superintendent
- Cost for a part-time project manager is included
- Fabrication and field shop drawings are included
- We will provide fire caulking for our penetrations only. No acoustical caulking
- Due to the current volatility in commodity material costs that underlies our pricing, CCI's proposal will expire 60 days from the date above. After that period, CCI's pricing is subject to adjustment to reflect any increase in commodity material costs at the time of acceptance
- CCI reserves the right to review and approve all contract conditions as a condition of this proposal offer. CCI's proposal is an offer expressly conditioned upon the parties reaching mutually agreeable contract terms, including but not limited to a waiver of or reasonable cap on liability for any consequential damages from any source. Any language in the contract that purports to exclude or supersede the conditions of this project is expressly rejected
- Payment Terms: 10% Invoiced at Contract Execution – net 30 days. Balance Invoiced as Progress Payments – net 30 days
- CCI will promptly submit pricing for any changes, modifications, or additions to the scope of work set out in this proposal. CCI will not be required to proceed with any

billing period in which the work is performed and will be due and paid within 30 days. CCI's proposal is expressly conditioned upon the acceptance of this provision and this provision is incorporated by reference into any applicable contract documents and supersedes any provision to the contrary in those contract documents

- CCI and Customer agree that an extension of time is appropriate if CCI's work is impacted or delayed under a Force Majeure Event. A Force Majeure Event means an unforeseen event or circumstances beyond the control of an affected Party, and which is not caused by an act or omission of a Party, which results in a delay in, or total or partial failure of, the performance of the affected Party (other than in the obligation to make payments) after that Party has taken every reasonable step, including reasonable expenditures of money, to remedy, avoid, or limit the impact of the event
- Force Majeure Events include Acts of God, severe and unforeseeable weather conditions, earthquakes that cause material damages to the structure requiring an engineering assessment of the damages before continued use of the facility or continuation of the Work, war and ire or explosions other than from construction equipment or supplies under the control of CCI. Public health emergencies (including, but not limited to, epidemics and pandemics), declared by a governmental agency shall be treated as Force Majeure Events. Force Majeure Events do not include (i) shortage of, inability to obtain, or increased cost of labor, equipment, materials, or transportation, (ii) local strikes, lock-outs, or other industrial disputes or actions between either party and its or their employees, (iii) insolvency or change in economic circumstances, (iv) change in market conditions, (v) changes in laws or regulations affecting the performance of the work that should have been foreseeable or anticipated or that are part of the ordinary cost of doing business, or (vi) events involving a previous or existing condition at or before the Effective Date

Sales Tax: **None** Bond: **Included**
The quotation is good for **60** days.

Delivery:
Time Extension:

Approved For: _____
By: _____
Date: _____
P.O.#_____

Respectfully Submitted,

Alex Gilmore

Alex Gilmore, Estimator
Central Consolidated Inc.

THIS QUOTE IS BASED ON A 5% RETAINAGE AS OUTLINED PER "HOUSE SUBSTITUTE SENATE BILL NO. 377".
THIS QUOTE IS STAND-ALONE, NO LEGAL REVIEW OF THE SUBCONTRACT HAS BEEN QUALIFIED TO DATE. THIS QUOTE IS PROPRIETARY AND NOT FOR DISCLOSURE OR USE WITHOUT WRITTEN CONSENT OF CENTRAL CONSOLIDATED Inc

KNOW ALL MEN BY THESE PRESENTS, that we Central Consolidated, Inc.

3435 West Harry, Wichita, KS 67213

as Principal, hereinafter called the Principal, and Atlantic Specialty Insurance Company

605 Highway 169 North, Suite 800, Plymouth, MN 55441

a corporation duly organized under the laws of the State of NY
as Surety, hereinafter called the Surety, are held and firmly bound unto Garden City Unified School District #457

1205 Fleming St., Garden City, KS 67846

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars ($ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

USD 457 Garfield Early Childhood Center HVAC Upgrades

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 2nd day of April, 2026

(Witness)

Central Consolidated, Inc.
(Principal) (Seal)

By:
(Title)

Clara Navarro (Witness)

Atlantic Specialty Insurance Company
(Surety) (Seal)

By:
(Title)

Samantha Cuda, Attorney-in-fact

AIA DOCUMENT A310 • BID BOND • AIA © • FEBRUARY 1970 ED • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006

intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Alycia Marie Hoebener, Clara R. Navarro Abela, Desiree E. Westmoreland, Myriah A. Anderson, Samantha Cuda, Todd Alan Rambo**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON D. NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2030

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 2nd day of April 2024

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

_____
Kara L.B. Barrow, Secretary

This Power of Attorney expires
January 31, 2030

SECTION 00 41 13 - BID FORM – STIPULATED SUM (SINGLE-PRIME CONTRACT)

BID INFORMATION

1.01 BIDDER: TATRO Plumbing Co., Inc.

A. Project Name: Garfield Early Childhood Center HVAC Upgrades

B. Project Location:
   1. 121 W. Walnut Street, Garden City, Kansas.

C. Owner: Garden City Unified School District #457 Board of Education.

D. Architect: GMCN Architects, Inc.

E. Architect Project Number: 202536

1.02 CERTIFICATIONS AND BASE BID **Area B ONLY**

A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by GMCN Architects Inc. and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:
   1. Four Hundred Eighty Two Thousand Five Hundred Sixty Seven Dollars ($482,567.00).
   2. The above amount includes Allowances specified in 01 21 00 - Allowances.

1.03 BID GUARANTEE

A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the amount constituting five percent (5%) of the Base Bid amount above:
   1. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.04 TIME OF COMPLETION

A. If this Bid is accepted we will:

B. Complete the Work in 66 calendar days from **Commencement Date.**
   (Bidder to enter number of days.) 5/26/2026 - 7/31/2026
   Owner Training to take place the 1st week of August

1.05 ACKNOWLEDGEMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated 3/25/26.
2. Addendum No. 2, dated 3/30/26.
3. Addendum No. 3, dated N/A.
4. Addendum No. 4, dated N/A.

1.06 ALTERNATE BIDS

A. The undersigned agrees, if awarded the contract, to perform the work of any Alternate Bids selected by the Owner according to the same contract amount to be adjusted for each Alternate Bid accepted as follows:

B. **ALTERNATE BID NO. A-1**: Removal and Replacement of HVAC in 2009 Addition (Area "A"):

1. Four Hundred Fifteen Thousand Five Hundred Sixty Dollars ($415,560).
2. The Owner may not initially accept the cost of this Alternate Bid upon signing of the Contract. The Bidder shall honor the cost of this Proposal for a minimum of 30 days after the contract has been signed.

Total Project Price (Area A & B Combined) - $898,127.00

1.07 CHANGES TO THE WORK

A. Changes in the Work shall be as established in the Contract Documents. The following fees shall be used for lump sum pricing and actual cost pricing of additions and deletions to that Work included in the Bid, namely:

1. Contractor Work performed by his own forces:
   O&P 15 % **Not-to-Exceed 15%**
2. Contractor Work performed by other than his own forces:
   O&P 10 % **Not-to-Exceed 10%**
3. Subcontractor Work performed by his own forces:
   O&P 10 % **Not-to-Exceed 10%**
4. Subcontractor Work performed by other than his own forces:
   O&P 5 % **Not-to-Exceed 5%**
5. Percentages for overhead and profit will not be allowed on bond premiums.

1.08 BID SUPPLEMENTS

A. The following supplements are a part of this Bid Form and are attached hereto.
   1. Bid Form Supplement - Bid Bond Form (AIA Document A310)

1.09 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Finney County and Garden City, Kansas, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.10 SUBMISSION OF BID

A. Respectfully submitted this 2 day of April, 2026.

B. Submitted By: TATRO Plumbing Co., Inc.

C. (Name of bidding firm or corporation)

D. Authorized Signature: [signature]

E. (Handwritten signature)

F. Signed By: Rob Kreutzer

G. (Type or print name)

H. Title: Vice President

I. (Owner/Partner/President/Vice President)

J. Witness By: [signature]

K. (Handwritten signature)

L. Attest: [signature]

M. (Handwritten signature)

N. Tonja Bernbeck

O. (Type or print name)

P. Title: Secretary / Treasurer

Q. (Corporate Secretary or Assistant Secretary)

R. Street Address: 1413 W Thompson St

S. City, State, Zip Garden City, KS 67846

T. Phone: 620.277.2167

U. License No.:

V. Federal ID No.: 48-0864586

1.11 (AFFIX CORPORATE SEAL HERE)

END OF DOCUMENT 004113

Docusign Envelope ID: EB24C029-92E8-8FD9-80A6-861B90624A6E

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Tatro Plumbing Co Inc
1413 W. Thomspon St
GARDEN CITY, KS 67848

SURETY:
(Name, legal status and principal place of business)

Pennsylvania Insurance Company
10805 Old Mill Road
Omaha, Nebraska 68154

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

Garden City Unified School District #457
1205 Flemming St
Garden City, KS 67846

BOND AMOUNT: 5% (FIVE PERCENT)

PROJECT:
(Name, location or address, and Project number, if any)

Garfield Early Childhood Center HVAC Upgrades
121 W. Walnut Street
Garden City, KS 67846

Garfield Early Childhood Center HVAC Upgrades
Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 1st day of April 2026

Signed by: Robert J Kreutzer
AF6478CB5B28412...

Kelsey Kreutzer
(Witness)

(Principal) Robert J Kreutzer *(Seal)*

Vice President
(Title)

DocuSigned by: John Tomassi
8FA46802841B4AB...

Tanja Berenbeen
(Witness)

(Surety) Pennsylvania Insurance Company *(Seal)*

John Tomassi - Attorney in Fact
(Title)

By arrangement with the AIA Contract Documents Program and ACD Operations, LLC, NASBP (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

Docusign Envelope ID: EB24C029-92E8-8FD9-80A6-861B90624A6E

California Insurance Company · Continental Indemnity Company · Illinois Insurance Company · Pennsylvania Insurance Company

10805 Old Mill Road · Omaha, Nebraska 68154

POWER OF ATTORNEY NO. OPENYC01_0323

KNOW ALL MEN BY THESE PRESENTS: That the California Insurance Company, duly organized and existing under the laws of the State of California and having its principal office in the County of San Mateo, California, and Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, corporations duly organized and existing under the laws of the State of New Mexico and having their principal office in the County of Santa Fe, New Mexico does herby nominate, constitute and appoint:

John R. Tomassi

Its true and lawful agent and attorney-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee) provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

"Unlimited"

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of **California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company.**

"RESOLVED, That the President, Senior Vice President, Vice President, Assisted Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney of the Company, qualifying the attorney or attorneys named in given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the **California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company,** all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, **California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company,** has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer the 16th day of August 2023.

California Insurance Company, Continental Indemnity Company,
Illinois Insurance Company, Pennsylvania Insurance Company

By _____
Jeffrey A. Silver, Secretary

STATE OF NEBRASKA
COUNTY OF DOUGLAS SS:

On this 16th day of August A.D. 2023, before me a Notary Public of the State of Nebraska, in and for the County of Douglas, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Douglas, the day and year first above written.

GENERAL NOTARY - State of Nebraska
LINDA S. DAVIS
My Comm. Exp. September 1, 2027

_____
(Notary Public)

I, the undersigned Officer of the **California Insurance Company,** a California Corporation of Foster City, California, **Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company,** New Mexico Corporations of Santa Fe, New Mexico, do herby certify that the original POWER OF ATTORNEY of which the foregoing is full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the _____ day of _____, 2023

_____
Jeffrey A. Silver, Secretary

MEMORANDUM

TO: Board of Education
THRU: Josh Guymon, Superintendent
FROM: Steve Nordby, Principal Garden City High School
DATE: 4/7/26
RE: Garden City High School / SparkWheel MOU

ISSUE:

GCHS is in support of continuation of our partnership with SparkWheel (formerly Communities in Schools) for the 2026 through 2028 school year

BACKGROUND:

GCHS has partnered with SparkWheel for over a decade. SparkWheel provides direct services to hundreds of students and families in need of support in the areas of; academics, life skills development, positive behavior supports, and attendance. SparkWheel also facilitates our annual Future Now Finance event that brings in community members to engage with students as they explore careers and personal finance.

ALTERNATIVES:

No other alternatives applicable

RECOMMENDATION:

GCHS administration is recommending the approval of the MOU for SparkWheel as presented.

FISCAL NOTE:

The district cost is $15,000 per school year for a total of $30,000

ATTACHMENTS:

SparkWheel

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), dated July 1, 2026 (the "effective date") is made and entered into between **Garden City Public Schools** (the District) and **SparkWheel, Inc.,** (SparkWheel) a non-profit organization headquartered in Lawrence, Kansas.

The purpose of this document is to specify the roles and agreements made upon by each party in their collaborative partnership to provide integrated student support services at the District during the 2026-2027 and 2027-2028 school year.

RECITALS

WHEREAS, student success is decided by more than what happens in the classroom. Beyond school walls, many students must also overcome hunger, homelessness, systemic issues and obstacles, and other experiences of trauma. SparkWheel addresses the academic and non-academic supports needed for at-risk, low-income, and/or disadvantaged youth and families;

WHEREAS, SparkWheel, through integrated student supports, partners with state agencies, school districts, charter organizations, and community-based organizations to coordinate the services and resources students need to ensure that they can thrive in and beyond the classroom;

WHEREAS, the District desires to utilize SparkWheel to offer identified at-risk students and their families access to services needed to solve social, educational, health, emotional, and life skills problems impeding student success. SparkWheel works alongside the existing school District organization teams to identify, deliver and manage the partnerships that each individual school requires for the supports to have the most impact for that school's students;

WHEREAS, the parties desire to enter into this Agreement in order to set forth their respective duties and obligations under the various methodologies by which SparkWheel agrees to provide services and/or products to the District.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the District and SparkWheel do hereby agree as follows:

I. SparkWheel Responsibilities

SPARKWHEEL AGREES TO:

1. Provide a staff person ("SparkWheel Student Support Coordinator") on site as point of contact and to serve as liaison to the school administrators and staff, organizations, and volunteers.
    a. Ensure all individuals working one-to-one with students on behalf of SparkWheel have undergone appropriate criminal background checks in accordance with SparkWheel and District Board of Education policies.
2. Provide timely and consistent communication regarding problems or issues in the effective delivery of the program or service. SparkWheel leadership will seek to meet at least twice a year with the District leadership and will correspond with school Principals each grading period.

3. Provide and broker SparkWheel supports for students, families, and teachers in conjunction with community partners and volunteers.
    a. Universal Supports: Widely available services designed to foster a positive school climate and address school-level risk factors.
    b. Targeted Supports: Services typically provided in a group setting to students with a common need.
    c. Intensive Supports: Individualized services typically provided in a one-to-one setting to students with highly specific needs.
4. Conduct school and student review assessments to create school engagement plans and individualized student review plans based on academic, attendance and behavior needs.
5. Convene a SparkWheel Advisory Team in collaboration with school leadership to aid in the process of examining needs and developing a school engagement plan, which shall be monitored and reviewed at mid-year, and adjusted if needed. School leadership and SparkWheel leadership will review and sign each plan. This team shall meet regularly.
6. Develop a comprehensive school engagement plan in collaboration with the SparkWheel Advisory Team to fully implement integrated student supports based on identified needs and available resources.
7. Provide a report of progress to goals, with updates of supports provided, to school leadership and the SparkWheel Advisory Team each grading period.
8. Provide access to and assistance with appropriate data and information for the District's program evaluation.
9. Recognize the District in marketing and communication efforts.

II. The District's Responsibilities

THE DISTRICT AGREES TO:

1. Provide a staff person as point of contact and to serve as liaison to SparkWheel. This designee will establish and maintain regular communication between SparkWheel and the District as necessary to carry out the collaborative effort set forth by this MOU and include consistent and timely information regarding progress and challenges when delivering services. The District leadership should plan to meet at least twice a year with SparkWheel leadership, and school Principals will correspond with SparkWheel leadership at least each grading period.
2. Maintain open communication with the SparkWheel Student Support Coordinator and SparkWheel leadership as needed to provide timely and consistent information regarding progress and challenges when delivering supports.
3. Provide access (i.e., door access via keys or key fobs, a school badge with picture, etc.) to the campus as well as a workspace location that includes telephone and Internet. The Student Support Coordinator should be located near relevant school staff (i.e., school counselors, social workers, etc.) and in an easily accessible location for students for the appropriate delivery of programs and services.
4. Provide access to and assistance in gathering appropriate data and information (following all FERPA and HIPPA regulations, as applicable) for program evaluation at agreed-upon intervals. This data will be available in aggregate and for individual students with parent/guardian consent. This includes appropriate access to the school database.

5. Provide the SparkWheel Student Support Coordinator with a copy of the District's policy handbook by the end of the first fiscal quarter.
6. Assist and advise SparkWheel in identifying a system to refer at-risk populations within the school through the sharing of existing school and student review assessments, current student data, and school improvement plans.
7. Work with SparkWheel to build a SparkWheel Advisory Team to serve as advisors to the Student Support Coordinator and to support the delivery of integrated student supports; supporting SparkWheel staff efforts that fall solely within the mission and model of SparkWheel and the goals established and approved in the School Engagement Plan.
8. Support the ethical mandate that student confidentiality is a SparkWheel policy.
9. Recognize SparkWheel in marketing and communication efforts.

III. Data Collection and Sharing

The parties expressly acknowledge that all student information not designated by the District as "directory information" is considered private and subject to protection. The parties further acknowledge that the District has implemented polices and guidelines which describe when and how protected student information may be obtained, shared or otherwise disseminated and that SparkWheel and its agents are subject to such policies and guidelines and will comply with same. Any student information that SparkWheel or its agents receives is confidential and may only be used for providing services under this MOU. SparkWheel agrees to maintain the confidentiality of information to which it may have access under this MOU and further agrees not to disclose any such information gained during the course of providing services under this MOU to any person or entity other than the student, parent, guardian or the District without the express MOU of the District and it shall be the district who shall obtain any necessary authorizations and make any appropriate disclosures. To facilitate the success of the project, and to monitor and evaluate student progress, the District may provide SparkWheel limited FERPA and/or HIPAA protected personally identifiable information from the students' education records.

IV. Relationship of Parties

SparkWheel shall have the status of an independent contractor for purposes of this MOU. Any staff person or other individual provided by SparkWheel under this MOU shall be considered to be an employee of SparkWheel and shall be subject to its control and supervision. SparkWheel shall be exclusively responsible for all compensation, taxes, withholding payments, penalties, fees, fringe benefits, liability premiums, and contributions to insurance, pension, profit sharing, or other deferred compensation plans, including but not limited to its workers' compensation and social security obligations, licensing fees, dues, and assessments, and the filing of all necessary documents, forms, or returns pertinent to the foregoing. SparkWheel shall not bring, and shall hold harmless and provide the District with a defense against, claims that the District is responsible for the payment or filing of any of the foregoing payments, withholdings, contributions, taxes, documents, and returns, including but not limited to Social Security taxes and employer income tax withholding obligations. No rights under District personnel rules accrue to the SparkWheel staff person/individuals. This agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the District and SparkWheel.

V. Insurance

SparkWheel agrees to maintain general liability, professional liability and employer's liability insurance for all SparkWheel employees who perform services in connection with SparkWheel's obligations hereunder. SparkWheel will provide documentation of such liability insurance to the District upon request.

VI. Indemnification

SparkWheel agrees to indemnify and hold harmless the District and its officers, directors, agents, employees and representatives from any and all claims, liabilities, damages, judgments and expenses, including reasonable attorneys' fees to the extent attributable to SparkWheel's act of negligence, fraud, misconduct, sexual abuse or any other act of malfeasance and/or any errors or omissions of SparkWheel in the provision of SparkWheel's obligations under this MOU.

VII. Payment

The total program fee for SparkWheel to provide the services outlined in this MOU to the District is $15,000 per school academic year for a total amount of $30,000.

The District agrees to provide the payment to SparkWheel for the cost of the SparkWheel program at the following schools in the following amounts:

- Garden City High School, in the amount of $15,000 for school year 2026-2027.
- Garden City High School, in the amount of $15,000 for school year 2027-2028.

The District will provide payment to SparkWheel within 30 days of the District's receipt of invoices. The invoiced amount, billed at the beginning of each fiscal year quarter, will be 25% of the yearly agreed upon amount.

VIII. Duration

The term of this partnership shall be two years from the date of execution. The parties will notify the other of its intent to continue this partnership in writing, by May 1 of the current agreement year. Either party has the right to terminate this agreement with thirty (30) days notice in writing to the other party. If these timelines are unable to be met due to unforeseen circumstances, the parties will make an effort of good faith to communicate their intent.

IX. Amendment

This MOU may be amended at any time by an agreement in writing executed by the authorized representatives of the District and SparkWheel.

X. Notice

Any notice required to be given by this MOU shall be given in writing to the authorized official or designee responsible for executing this document.

Please fill in the district contact information for MOUs and invoices.

The District MOU Contact:

- Name: _____
- Title: _____
- Email Address: _____
- Phone Number: _____

The District Financial Contact for Invoicing:

- Name: _____
- Title: _____
- Email Address: _____
- Phone Number: _____

SparkWheel:

- Malissa Martin, President and CEO, 1919 Delaware Street, Lawrence, KS 66046
- District Organization Programmatic Contact: Kelly Stanford, Kelly.Stanford@sparkwheel.org
- Invoices & Payment Contact: Bobbie Jo Ray, Finance@sparkwheel.org

XI. Entire Agreement

This MOU, together with any attachment and any exhibits or schedules thereto, constitutes the current MOU between the parties as to the subject matter hereof, and replaces all prior written and oral statements and understandings.

WITNESS WHEREOF, the Parties have caused this MOU to be executed by the following duly authorized officials:

The District

Signature: _____

Printed Name: _____

Title: _____

Date: _____

SparkWheel, Inc.

Signature: _____

Printed Name: Malissa Martin _____

Title: President and CEO _____

Date: _____

MEMORANDUM

TO: Board of Education
THRU: Josh Guymon, Superintendent
FROM: Steve Nordby, Assistant Superintendent
DATE: 4/27/2026
RE: JB Robotics- World's Competition

ISSUE & BACKGROUND:

The Robotics team from Jennie Barker has qualified for the VEX IQ Robotics World Championship to be held in St. Louis Missouri on April 28-30, 2026. This competition would involve a small team of students and sponsors. Principal Justin Reich and ESC Administration are asking for approval for this team to travel outside of Kansas and participate in this event.

ALTERNATIVES:

Approve the out of state travel
Do not approve the out of state travel

RECOMMENDATION & FISCAL NOTE:

It is recommended that this trip be approved.

ATTACHMENTS:

MEMORANDUM

TO: Board of Education
THRU: Josh Guymon, Superintendent
FROM: Jessica Nothern, Chief Financial Officer
DATE: April 24, 2026
RE: Bond Refinancing

ISSUE:

The Board of Education is asked to approve the attached Resolution regarding the sale, issuance, and delivery of our bonds we are refinancing.

BACKGROUND:

This resolution authorizes USD 457 to issue and sell a new series of General Obligation Refunding Bonds in 2026 for the purpose of refinancing a portion of its existing outstanding bonds. By doing so, the district will reduce the cost of its current debt. It also permits the district to levy and collect annual property taxes needed to repay the principal and interest on the new bonds. In addition, the resolution commits the district to certain financial covenants that ensure the bonds remain secure and that payments will be made as required. Finally, it authorizes myself to execute all related documents and take any actions necessary to complete the refunding and bond issuance process.

ALTERNATIVES:

N/A

RECOMMENDATION:

My recommendation would be for the Board of Education to approve the presented Resolution.

FISCAL NOTE:

There will be a cost savings of $1,090,108.34.

ATTACHMENTS:

Sale Resolution

RESOLUTION NO. 2026-17

A RESOLUTION AUTHORIZING AND PROVIDING FOR THE SALE, ISSUANCE AND DELIVERY OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2026, OF THE UNIFIED SCHOOL DISTRICT NO. 457, FINNEY COUNTY, KANSAS (GARDEN CITY), FOR THE PURPOSE OF PROVIDING FUNDS TO REFUND A PORTION OF THE ISSUER'S OUTSTANDING GENERAL OBLIGATION BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

WHEREAS, Unified School District No. 457, Finney County, Kansas (Garden City) (the "Issuer") is a unified school district, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the Issuer heretofore issued and has Outstanding the Refunded Bonds and is authorized by K.S.A. 10-427 *et seq.* to issue general obligation refunding bonds of the Issuer for the purpose of refunding the Refunded Bonds; and

WHEREAS, in order to achieve interest cost savings through early redemption of the Refunded Bonds, and provide an orderly plan of finance for the Issuer, it has become desirable and in the best interest of the Issuer and its inhabitants to authorize the issuance and delivery of the Bonds in order to provide funds to refund the Refunded Bonds; and

WHEREAS, in order to provide for the payment of the Refunded Bonds it is desirable to enter into an Escrow Instruction Letter; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Bonds in the principal amount of $43,700,000 to refund the Refunded Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF UNIFIED SCHOOL DISTRICT NO. 457, FINNEY COUNTY, KANSAS (GARDEN CITY), AS FOLLOWS:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Bond Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

"Act" means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-427 *et seq.*, as amended and supplemented from time to time.

"Authorized Denomination" means $5,000 or any integral multiples thereof.

"Beneficial Owner" of the Bonds includes any Owner of the Bonds and any other Person who, directly or indirectly has the investment power with respect to such Bonds.

"Bond and Interest Fund" means the Bond and Interest Fund of the Issuer for its general obligation bonds.

"Bond Counsel" means the firm of Gilmore & Bell, P.C., or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the Issuer.

"Bond Payment Date" means any date on which principal of or interest on any Bond is payable.

"Bond Purchase Agreement" means the Bond Purchase Agreement dated as of April 22, 2026, between the Issuer and the Purchaser.

"Bond Register" means the books for the registration, transfer and exchange of Bonds kept at the office of the Bond Registrar.

"Bond Registrar" means the State Treasurer, Topeka, Kansas and any successors and assigns.

"Bond Resolution" means this resolution relating to the Bonds.

"Bonds" or **"Bond"** means the General Obligation Refunding Bonds, Series 2026, authorized and issued by the Issuer pursuant to this Bond Resolution.

"Business Day" means a day other than a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the Legislature of the State and on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

"Cede & Co." means Cede & Co., as nominee of DTC and any successor nominee of DTC.

"Clerk" means the duly appointed and/or elected Clerk or, in the Clerk's absence, the duly appointed Deputy Clerk or Acting Clerk of the Issuer.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated thereunder by the United States Department of the Treasury.

"Costs of Issuance" means all costs of issuing the Bonds, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, all expenses incurred in connection with receiving ratings on the Bonds, and any premiums or expenses incurred in obtaining municipal bond insurance on the Bonds.

"Costs of Issuance Account" means the Costs of Issuance Account for General Obligation Refunding Bonds, Series 2026 created pursuant to ***Section 501*** hereof.

"Dated Date" means June 4, 2026.

"Debt Service Account" means the Debt Service Account for General Obligation Refunding Bonds, Series 2026 created within the Bond and Interest Fund pursuant to ***Section 501*** hereof.

"Debt Service Requirements" means the aggregate principal payments (whether at maturity or pursuant to scheduled mandatory sinking fund redemption requirements) and interest payments on the Bonds for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

"Defaulted Interest" means interest on any Bond which is payable but not paid on any Interest Payment Date.

"Defeasance Obligations" means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) such obligations are rated in a rating category by Moody's or Standard & Poor's that is no lower than the rating category then assigned by that Rating Agency to United States Government Obligations.

"Derivative" means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

"Disclosure Undertaking" means the Continuing Disclosure Undertaking, dated as of the Dated Date, relating to certain obligations contained in the SEC Rule.

"District" means Unified School District No. 457, Finney County, Kansas (Garden City).

"DTC" means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns, including any successor securities depository duly appointed.

"DTC Representation Letter" means the Blanket Letter of Representation from the Issuer and the Paying Agent to DTC which provides for a book-entry system, or any agreement between the Issuer and Paying Agent and a successor securities depository duly appointed.

"Escrow Instruction Letter" means the Escrow Instruction Letter, dated as of the Dated Date, between the Issuer and the State Treasurer.

"Escrowed Securities" means the direct, noncallable obligations of the United States of America, as described in the Escrow Instruction Letter.

"Event of Default" means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Bonds shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;

(b) Payment of any installment of interest on any of the Bonds shall not be made when the same shall become due; or

(c) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Bond Resolution (other than the covenants relating to continuing disclosure requirements contained herein and in the Disclosure Undertaking) on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of the Bonds then Outstanding.

"Federal Tax Certificate" means the Issuer's Federal Tax Certificate, dated as of the Issue Date, as the same may be amended or supplemented in accordance with the provisions thereof.

"Fiscal Year" means the twelve month period ending on June 30.

"Fitch" means Fitch Ratings, a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Fitch" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

"Funds and Accounts" means funds and accounts created pursuant to or referred to in ***Section 501*** hereof.

"Governing Body" means the Board of Education of the Issuer.

"Interest Payment Date(s)" means the Stated Maturity of an installment of interest on any Bond which shall be March 1 and September 1 of each year, commencing March 1, 2027.

"Issue Date" means the date when the Issuer delivers the Bonds to the Purchaser in exchange for the Purchase Price.

"Issuer" means the District and any successors or assigns.

"Maturity" when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

"Moody's" means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

"Notice Address" means with respect to the following entities:

(a) To the Issuer at:

1205 Fleming St.,
Garden City, Kansas 67846
Fax: (620) 805-7190

(b) To the Paying Agent and Refunded Bond Paying Agent at:

State Treasurer of the State of Kansas
Landon Office Building
900 Southwest Jackson, Suite 201
Topeka, Kansas 66612-1235
Fax: (785) 296-6976

(c) To the Purchaser:

Piper Sandler & Co.
11635 Rosewood Street
Leawood, Kansas 66211

(d) To the Rating Agency(ies):

Moody's Municipal Rating Desk
7 World Trade Center
250 Greenwich Street, 23rd Floor
New York, New York 10007

S&P Global Ratings, a division of S&P Global Inc.
55 Water Street, 38th Floor
New York, New York 10004

Fitch Ratings
One State Street Plaza
New York, New York 10004

or such other address as is furnished in writing to the other parties referenced herein.

"Notice Representative" means:

(a) With respect to the Issuer, the Clerk.

(b) With respect to the Bond Registrar and Paying Agent, the Director of Fiscal Services.

(c) With respect to any Purchaser, the manager of its Municipal Bond Department.

(d) With respect to any Rating Agency, any Vice President thereof.

"Official Statement" means Issuer's Official Statement relating to the Bonds.

"Outstanding" means, when used with reference to the Bonds, as of a particular date of determination, all Bonds theretofore authenticated and delivered, except the following Bonds:

(a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of ***Article VII*** hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

"Owner" when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register. Whenever consent of the Owners is required pursuant to the terms of this Bond Resolution, and the Owner of the Bonds, as set forth on the Bond Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Bonds.

"Participants" means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

"Paying Agent" means the State Treasurer, Topeka, Kansas and any successors and assigns.

"Permitted Investments" shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the Issuer's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody's or Standard & Poor's; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other

obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by amendments to applicable State law.

"Person" means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

"President" means the duly elected and acting President, or in the President's absence, the duly appointed and/or elected Vice President or Acting President of the Issuer.

"Purchase Price" means the amount set forth in the Bond Purchase Agreement.

"Purchaser" means Piper Sandler & Co., Leawood, Kansas, the original purchaser of the Bonds, and any successor and assigns.

"Rating Agency" means any company, agency or entity that provides, pursuant to request of the Issuer, financial ratings for the Bonds.

"Record Dates" for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

"Redemption Date" means, when used with respect to any Bond to be redeemed, the date fixed for the redemption of such Bond pursuant to the terms of this Bond Resolution.

"Redemption Fund" means the Redemption Fund for Refunded Bonds created pursuant to ***Section 501*** hereof.

"Redemption Price" means, when used with respect to any Bond to be redeemed, the price at which such Bond is to be redeemed pursuant to the terms of this Bond Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

"Refunded Bonds" means collectively, (a) the Series 2015 Bonds maturing in the years 2028 to 2033, inclusive, in the aggregate principal amount of $4,210,000; and (b) the portions of the Series 2016-A Bonds described as follows:

Maturity Date (September 1)	Maturity Amount	Refunded Amount
2027	$5,180,000	$5,180,000
2028	5,620,000	5,620,000
2029	6,060,000	6,060,000
2030	6,530,000	6,530,000
2031	7,010,000	7,010,000
2034	17,320,000	12,820,000[1]

[1]This represents a $3,470,000 portion of the scheduled September 1, 2033 mandatory redemption of $7,970,000, and the $9,350,000 scheduled September 1, 2034 scheduled maturity, resulting in $4,500,000 remaining to be mandatorily redeemed on September 1, 2033.

"Refunded Bonds Paying Agent" means the respective paying agent for each series of the Refunded Bonds as designated in the respective Refunded Bonds Resolution, and any successor or successors at the time acting as paying agent for any of the Refunded Bonds.

"Refunded Bonds Redemption Date" means collectively, September 1, 2026.

"Refunded Bonds Resolution" means each resolution which authorized the Refunded Bonds.

"Replacement Bonds" means Bonds issued to the Beneficial Owners of the Bonds in accordance with ***Section 213*** hereof.

"SEC Rule" means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

"Securities Depository" means, initially, DTC, and its successors and assigns.

"Series 2015 Bonds" means the Issuer's General Obligation Refunding Bonds, Series 2015, dated June 10, 2015.

"Series 2016-A Bonds" means the Issuer's General Obligation Refunding Bonds, Series 2016-A, dated April 25, 2016.

"Special Record Date" means the date fixed by the Paying Agent pursuant to ***Article II*** hereof for the payment of Defaulted Interest.

"Standard & Poor's" or "S&P" means S&P Global Ratings, a division of S&P Global Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Standard & Poor's shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

"State" means the state of Kansas.

"State Treasurer" means the duly elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

"Stated Maturity" when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Bond Resolution as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

"Treasurer" means the duly appointed and/or elected Treasurer of the Issuer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the Issuer.

"United States Government Obligations" means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on

obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the Issuer.

"Verification Report" means the verification report referenced in ***Article V*** hereof relating to the sufficiency of money and obligations deposited and to be applied in accordance with the Escrow Instructions Letter.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Bonds. There shall be issued and hereby are authorized and directed to be issued the General Obligation Refunding Bonds, Series 2026, of the Issuer in the principal amount of $43,700,000, for the purpose of providing funds to: (a) refund the Refunded Bonds; and (b) pay Costs of Issuance.

Section 202. Description of the Bonds. The Bonds shall consist of fully registered bonds in an Authorized Denomination, and shall be numbered in such manner as the Bond Registrar shall determine. All of the Bonds shall be dated as of the Dated Date, shall become due in the amounts, on the Stated Maturities, subject to redemption and payment prior to their Stated Maturities as provided in ***Article III*** hereof, and shall bear interest at the rates per annum as follows:

SERIAL BONDS

Stated Maturity September 1	Principal Amount	Annual Rate of Interest
2027	$4,200,000	5.000%
2028	5,770,000	5.000%
2029	6,285,000	5.000%
2030	6,840,000	5.000%
2031	7,435,000	5.000%
2032	540,000	5.000%
2033	4,050,000	5.000%
2034	8,580,000	5.000%

The Bonds shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in ***Section 204*** hereof.

Each of the Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as ***EXHIBIT A*** or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq.*

Section 203. Designation of Paying Agent and Bond Registrar. The State Treasurer, Topeka, Kansas, is hereby designated as the Paying Agent for the payment of principal of and interest on the Bonds

and Bond Registrar with respect to the registration, transfer and exchange of Bonds. The President of the Issuer is hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Bond Registrar and Paying Agent for the Bonds.

The Issuer will at all times maintain a Paying Agent and Bond Registrar meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right to appoint a successor Paying Agent or Bond Registrar by (a) filing with the Paying Agent or Bond Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Bond Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Bond Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Bond Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Bond Registrar.

Every Paying Agent or Bond Registrar appointed hereunder shall at all times meet the requirements of K.S.A. 10-501 *et seq.* and K.S.A. 10-620 *et seq.*, respectively.

Section 204. Method and Place of Payment of the Bonds. The principal of, or Redemption Price, and interest on the Bonds shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Bond shall be paid at Maturity to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the principal office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of $500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Owner of such Bond on the relevant Record Date and shall be payable to the Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefore to be mailed, by first class mail, postage prepaid, to each Owner of a Bond entitled to such notice at the address of such Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Bonds and at least annually shall forward a copy or summary of such records to the Issuer.

Section 205. Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

Section 206. Registration, Transfer and Exchange of Bonds. The Issuer covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Bond Registrar as herein provided. Each Bond when issued shall be registered in the name of the Owner thereof on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section[. Upon surrender of any Bond at the principal office of the Bond Registrar, the Bond Registrar shall transfer or exchange such Bond for a new Bond or Bonds in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange.

Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Bond Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Bond Resolution. The Issuer shall pay the fees and expenses of the Bond Registrar for the registration, transfer and exchange of Bonds provided for by this Bond Resolution and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, are the responsibility of the Owners of the Bonds. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Code § 3406, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Bonds.

The Issuer and the Bond Registrar shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to ***Article III*** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to this ***Article II***.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute Owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Bond Registrar, the Bond Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Bond Registrar.

Section 207. Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be executed for and on behalf of the Issuer by the manual, electronic or facsimile signature of the President, countersigned by the manual, electronic or facsimile signature of the Treasurer, attested by the manual, electronic or facsimile signature of the Clerk, and the seal of the Issuer shall be affixed thereto or imprinted thereon. The President and Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the Clerk, which registration shall be evidenced by the manual, electronic or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual, electronic or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The President and Clerk are hereby authorized and directed to prepare and execute the Bonds as herein specified, and when duly executed, to deliver the Bonds to the Bond Registrar for authentication.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as ***EXHIBIT A*** hereof, which shall be manually executed by an authorized officer or employee of the Bond Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Bond Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Bond Registrar. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Bond Resolution. Upon authentication, the Bond Registrar shall deliver the Bonds to the Purchaser upon instructions of the Issuer or its representative.

Section 208. Mutilated, Lost, Stolen or Destroyed Bonds. If (a) any mutilated Bond is surrendered to the Bond Registrar or the Bond Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Issuer and the Bond Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Bond Registrar that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Bond Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Issuer, in its discretion, may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this Section, the Issuer and the Paying Agent may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer, and shall be entitled to all the benefits of this Bond Resolution equally and ratably with all other Outstanding Bonds.

Section 209. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

Section 210. Book-Entry Bonds; Securities Depository. The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Bonds, except in the event the Bond Registrar issues Replacement Bonds as provided in this Section. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Bond Registrar authenticates and delivers Replacement Bonds to the Beneficial Owners as described in the following paragraph.

The Issuer may decide, subject to the requirements of the Operational Arrangements of DTC (or a successor Securities Depository), and the following provisions of this section to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository):

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds; or

(b) if the Bond Registrar receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, then the Bond Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Bond Registrar shall register in the name of and authenticate and deliver Replacement Bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Bond Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Issuer, the Bond Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds

to Owners, as provided herein. The Bond Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Bond Registrar receives written evidence satisfactory to the Bond Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Bond Registrar upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in an Authorized Denominations and form as provided herein.

Section 211. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Bond Resolution or on, or with respect to, said Bond. If any Bond is not presented for payment within four (4) years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 212. Preliminary and Final Official Statement. The Preliminary Official Statement relating to the Bonds is hereby ratified and approved.

The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The President and Clerk are hereby authorized to execute the Official Statement as so supplemented, amended and completed, and the use and public distribution of the Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the Official Statement to enable the Purchaser to comply with the requirements of the SEC Rule and Rule G-32 of the Municipal Securities Rulemaking Board.

Section 213. Sale of the Bonds – Bond Purchase Agreement. The execution of the Bond Purchase Agreement by the President is hereby ratified and confirmed. Pursuant to the Bond Purchase Agreement, the Issuer agrees to sell the Bonds to the Purchaser for the Purchase Price, upon the terms and conditions set forth therein.

ARTICLE III

REDEMPTION OF BONDS

Section 301. No Redemption of Bonds. The Bonds shall not be subject to redemption and payment prior to their Stated Maturity.

ARTICLE IV

SECURITY FOR BONDS

Section 401. Security for the Bonds. The Bonds shall be general obligations of the Issuer payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 402. Levy and Collection of Annual Tax; Transfer to Debt Service Account. The Governing Body shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by, to the extent necessary, levying and collecting the necessary taxes upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer shall thereafter be transferred to the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due, taking into account any scheduled mandatory redemptions, and the fees and expenses of the Paying Agent.

If at any time said taxes are not collected in time to pay the principal of or interest on the Bonds when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the Issuer and to reimburse said general funds for money so expended when said taxes are collected.

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Funds and Accounts. Simultaneously with the issuance of the Bonds, there shall be created within the Treasury of the Issuer the following Funds and Accounts:

(a) Debt Service Account for General Obligation Refunding Bonds, Series 2026 (within the Bond and Interest Fund).

(b) Redemption Fund for Refunded Bonds.

(c) Costs of Issuance Account for General Obligation Refunding Bonds, Series 2026.

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Bond Resolution so long as the Bonds are Outstanding.

Section 502. Deposit of Bond Proceeds. The net proceeds received from the sale of the Bonds shall be deposited simultaneously with the delivery of the Bonds as follows:

(a) All accrued interest received from the sale of the Bonds shall be deposited in the Debt Service Account.

(b) An amount necessary to pay the Costs of Issuance shall be deposited in the Costs of Issuance Account.

(c) The remaining balance of the proceeds derived from the sale of the Bonds shall be deposited into the Redemption Fund.

Section 503. Application of Moneys in the Redemption Fund. Moneys and Escrowed Securities in the Redemption Fund shall be paid and transferred to the Refunded Bonds Paying Agent, with irrevocable instructions to apply such amount to the payment of the Refunded Bonds on the Refunded Bonds Redemption Date in accordance with the provisions of the Escrow Instruction Letter. The President and Clerk are hereby authorized to execute the Escrow Instruction Letter on behalf of the Issuer. The Clerk is authorized and instructed to provide appropriate notice of redemption in accordance with the Refunded Bonds Resolution authorizing the issuance of such Refunded Bonds. Any moneys remaining in the Redemption Fund not needed to retire the Refunded Bonds shall be transferred to the Debt Service Account.

Section 504. Application of Moneys in Debt Service Account. All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Bond Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Bond Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Bond Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Bond Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Bonds entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the Bonds shall be transferred and paid into the Bond and Interest Fund.

Section 505. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositaries shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this

Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

Moneys held in any Fund or Account other than the Redemption Fund may be invested in accordance with this Bond Resolution and the Federal Tax Certificate in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account.

Section 506. Application of Moneys in the Costs of Issuance Account. Moneys in the Costs of Issuance Account shall be used by the Issuer to pay the Costs of Issuance. Any funds remaining in the Costs of Issuance Account, after payment of all Costs of Issuance, but not later than the later of 30 days prior to the first Stated Maturity of principal or one year after the date of issuance of the Bonds, shall be transferred to the Debt Service Account.

Section 507. Verification of Certified Public Accountant. Prior to or concurrently with the issuance and delivery of the Bonds, the Issuer shall obtain a Verification Report from an independent certified public accountant that such accountant has verified the accuracy of the calculations that demonstrate that the money and Escrowed Securities paid and transferred to the Refunded Bonds Paying Agent in accordance with the provisions of the Escrow Instruction Letter, together with the earnings to accrue thereon, will be sufficient for the timely payment of the principal of, redemption premium, if any, and interest on the Refunded Bonds in accordance with the Escrow Instruction Letter.

ARTICLE VI

DEFAULT AND REMEDIES

Section 601. Remedies. The provisions of the Bond Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Bonds. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Bond Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the Issuer, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Bonds.

Section 602. Limitation on Rights of Owners. The covenants and agreements of the Issuer contained herein and in the Bonds shall be for the equal benefit, protection, and security of the Owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior

redemption as provided in this Bond Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Bonds.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Bonds by this Bond Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Bonds shall, subject to any determination in such action or proceeding or applicable law of the State, be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Bonds, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Bond Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Bond Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Bonds and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Bonds, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Bonds, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Bond Registrar to give such notice of redemption in compliance with ***Article III*** hereof. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Bond Resolution.

ARTICLE VIII

TAX COVENANTS

Section 801. General Covenants. The Issuer covenants and agrees that it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds; and (b) all provisions and requirements of the Federal Tax Certificate. The President and Clerk are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer will, in addition, adopt such other resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

Section 802. Survival of Covenants. The covenants contained in this Article and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to ***Article VII*** hereof or any other provision of this Bond Resolution until such time as is set forth in the Federal Tax Certificate.

ARTICLE IX

CONTINUING DISCLOSURE REQUIREMENTS

Section 901. Disclosure Requirements. The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, the provisions of which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

Section 902. Failure to Comply with Continuing Disclosure Requirements. In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section. Notwithstanding any other provision of this Bond Resolution, failure of the Issuer to comply with its covenants contained in the preceding section shall not be considered an Event of Default under this Bond Resolution.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1001. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk. Such audit shall at all times during the usual business hours be open to the

examination and inspection by any taxpayer, any Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the Governing Body shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Bond Resolution, the Issuer shall promptly cure such deficiency.

Section 1002. Amendments. The rights and duties of the Issuer and the Owners, and the terms and provisions of the Bonds or of this Bond Resolution, may be amended or modified at any time in any respect by resolution of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

(a) extend the maturity of any payment of principal or interest due upon any Bond;

(b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Bond;

(c) permit preference or priority of any Bond over any other Bond; or

(d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Bond Resolution.

Any provision of the Bonds or of this Bond Resolution may, however, be amended or modified by resolution duly adopted by the Governing Body at any time in any legal respect with the written consent of the Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Bond Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to conform this Bond Resolution to the Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Bonds or of this Bond Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution adopted by the Governing Body amending or supplementing the provisions of this Bond Resolution and shall be deemed to be a part of this Bond Resolution. A certified copy of every such amendatory or supplemental resolution, if any, and a certified copy of this Bond Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Bond Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or of this Bond Resolution will be sent by the Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the resolution of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Bond Resolution which affects the duties or obligations of the Paying Agent under this Bond Resolution.

Section 1003. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Bond Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Bond Resolution, Bonds owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Bond Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Issuer.

Section 1004. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Bond Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

Section 1005. Electronic Transactions. The transactions described in this Bond Resolution may be conducted, and documents related to the Bonds may be sent, received, executed, and stored, by electronic means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1006. Further Authority. The officers and officials of the Issuer, including the President and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Bond Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 1007. Severability. If any section or other part of this Bond Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Bond Resolution.

Section 1008. Governing Law. This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1009. Effective Date. This Bond Resolution shall take effect and be in full force from and after its adoption by the Governing Body.

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ADOPTED by the Board of Education on April 30, 2026.

(SEAL)

_____
President

ATTEST:

_____
Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Bond Resolution of the Issuer adopted by the Governing Body on April 30, 2026, as the same appears of record in my office.

DATED: April 30, 2026.

_____
Clerk

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MEMORANDUM

TO: Board of Education
THRU: Josh Guymon, Superintendent
FROM: Brandon Anderson, Director of Plant Facilities
DATE: 04/03/2026
RE: Consider and Act on bids received for flooring projects at Jennie Barker Elementary School as received, reviewed and vetted.

ISSUE:

The Board of Education is asked to consider and approve the lowest responsible bidder for the proposed scope of replacing all flooring at Jennie Barker Elementary and allow the Plant Facilities Director to sign all pertinent documents to finish the project.

Director of Plant Facilities, Brandon Anderson will be available to answer questions.

BACKGROUND:

Flooring upgrades and needs are listed in the LRP by need, age and traffic. Jennie Barker had been on the list to replace for about 2 years but this project had been put on hold by the previous board. There is $54.000 budgeted in the Long-Range Plan for this project. There will be asbestos to abate and a worst-case scenario figure at this campus is around $15,000. We have one quote and will be receiving at least one more and hopefully 2 prior to proceeding with the work. Bids for the flooring will be due on April 9th and a recommendation will be made at that time and forwarded to the board for their review.

ALTERNATIVES:

Options for the Board.

1. Accept the lowest responsible bid recommended by staff.
2. Accept another bid received
3. Take no action.

RECOMMENDATION:

Recommendation on bids received and a bid tabulation sheet will be disbursed next Friday, April 10th.

FISCAL NOTE:

As stated above, we have $54,000 budgeted for this project.

ATTACHMENTS:

Flooring Bid for Jennie Barker
Jennie Barker Flooring Map
Addendum to JB Flooring Bid
Bids to be distributed
Bid Summary to be distributed

GARDEN CITY PUBLIC SCHOOLS

February 10, 2026

The Board of Education, Unified School District #457, is requesting bids for **Jennie Barker Elementary School Flooring.** Bids must be mailed, emailed, or delivered to the office of the Financial Officer **by 2:00 pm Thursday, April 9th, 2026**, and will be publicly opened at that time. Board action will be taken on **Monday, April 13th, 2026** at the regular school board meeting. A bid specification sheet is attached and the following conditions apply:

- Pricing shall be FOB Garden City, KS.
- Award will be all to ONE vendor.
- The District reserves the right to reject any or all bids, to waive any informalities, irregularities or technical defects in bids, and unless otherwise specified by the District to accept any item or groups of items in the bid, as may be in the best interest of the District.
- Time (days, weeks, etc.) required for delivery is a significant consideration with respect to this award process. The time required for delivery must be indicated in the space provided or your bid may be found non-responsive and may not be considered.
- Bid shall include copies of pertinent warranty information pertaining to the product offered. The bidder agrees that equipment furnished under any resultant purchase order issued by Garden City Kansas Public Schools shall be covered by commercial warranties the contractor gives to any customer for such supplies. All warranty information and certificates shall be furnished and become the property of the District upon delivery and acceptance of said items and/or the contractor must honor services and all rights and remedies stated in the warranties.
- All items are new manufacture unless otherwise specifically stated in this bid.
- All installations will be warrantied for a one-year time frame from substantial completion date.
- All products must have passed the first line quality standard as set by the manufacturer and no seconds, blemished articles or items having defective workmanship are included.
- Bidder shall notify the District immediately of any changes to specifications made by the manufacturer for the equipment listed.
- Bid may not be considered if a service charge, minimum dollar or minimum quantity order is applied.
- Bidder shall acknowledge all addenda for this bid and include the form acknowledgements with their bid.
- Bids are to be sealed and marked "**BID – Jennie Barker Flooring**".

Bids are to be sent to:

Jessica Nothern, Financial Officer
USD 457
1205 Fleming
Garden City, KS 67846

OR

jnothern@gckschools.com

1205 Fleming Street * Garden City, KS 67846 * 620.805.7000 * Fax 620.805.7198
An EEO/AA Employer

GARDEN CITY
PUBLIC SCHOOLS

BID SPECIFICATIONS

SPECIFICATIONS: The following specifications are to serve as the minimum requirements for this solicitation, and should not be construed to exclude any other brand or model. Feel free to quote a comparable model / brand.

	Item Description:	
	J&J Analytic Diffuse Carpet Tile 7632/3599 Cool Blue (Rooms) - see attached specification	
	J&J Catalyst Carpet Tile 1841/2846 Accelerator (Hallways)- see attached specification	
	J&J Catwalk II Walk Off Modular 7268/1427 Spotlight (Entryways) - see attached specification	
	J&J Step by Step (5mm) V5044/1131 Sky Blue- see attached specification	
	Johnsonite Traditional Vinyl 1/8' (Type TV) (4") Navy Blue with TOE	
	Removal of existing carpet, flooring, cove base, wood trim, baseboard and glue residue – See common work results for flooring preparation included	
	Floor Prep – Per Specifications	
	***Work to be performed after May 21st and before August 1st, 2026	
	***Project Walk Through on February 23-27 2026 with Brandon Anderson or Brad Stoppkotte, USD 457 Staff, contact Brandon for more details on the walk-through at 940-521-2301 and/or Brad at 308-370-1574	
	See attached map for all flooring type and locations	
	Kansas statute 60-111 requires contractors to provide contractor's performance bonds for all public works projects over $100,000.	

** Please see attached specification sheet for additional details.

1205 Fleming Street * Garden City, KS 67846 * 620.805.7000 * Fax 620.805.7198
An EEO/AA Employer

GARDEN CITY
PUBLIC SCHOOLS

BID FORM

By signing this bid form, the vendor certifies the equipment being offered meets or exceeds all requirements and conditions of the bid, special provisions and specifications. In compliance with the above and subject to all the conditions hereof, the undersigned offers and agrees to furnish all items upon which prices are quoted, at the price set opposite each item.

The undersigned certifies that no Federal, State, County or Municipal tax is included in the quoted prices and that none will be added. Public schools are EXEMPT. Exemption certificates will be provided upon request.

Pricing *(Unit Cost Including All Options and Less any Applicable Incentives)*

Vendor Name: _____

Base BID: Hallways/Corridors _____

Alternate Bid: Classrooms/Offices _____

Total Base + Alternate _____

Duration of Project Completion (calendar days): _____

WE HEARBY AGREE TO FURNISH THE ITEMS ON WHICH PRICES ARE QUOTED ABOVE IN ACCORDANCE WITH ALL TERMS AND CONDITIONS PREVIOUSLY LISTED AND ANY ATTACHED SPECIFICATIONS.

Signature:_____ Date:_____

Printed Name:_____ Title:_____

Email: _____

Addenda to Bid (Y/N) _____
The undersigned bidder does, by their signature below, agree that they received the addenda; that they understand the content of the addenda and shall comply with all of the conditions of the addenda specified.

1205 Fleming Street * Garden City, KS 67846 * 620.805.7000 * Fax 620.805.7198
An EEO/AA Employer

GARDEN CITY
PUBLIC SCHOOLS

Bidders Signature: Addenda # Date

BID FORM

☐ BIDDER IS AN INDIVIDUAL-

Name of Individual: _____
Name of Business: _____
Mailing Address: _____
Business Phone No.: _____
Business Fax No.: _____

☐ BIDDER IS A PARTNERSHIP-

Name of Partnership: _____
Names of Principal Partners: _____
Mailing Address: _____
Business Phone No.: _____
Business Fax No.: _____
The full names of all partners: _____

☐ BIDDER IS A CORPORATION-

Full Corporation Name: _____
State of Incorporation: _____
Mailing Address: _____
Business Phone No.: _____
Business Fax No.: _____
Name & Address of Resident Agent: _____
_____

1205 Fleming Street * Garden City, KS 67846 * 620.805.7000 * Fax 620.805.7198
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GARDEN CITY
PUBLIC SCHOOLS

ATTACHMENT A-USD 457 STANDARD TERMS AND CONDITIONS

1. SCOPE: The following terms and conditions shall prevail unless otherwise modified by the District within this bid document. The District reserves the right to reject any bid which takes exception to these terms and conditions.
2. DEFINITIONS AS USED HEREIN:
   a. The term "bid request" means a solicitation of a formal sealed bid.
   b. The term "bid" means the price offered by the bidder.
   c. The term "bidder" means the offeror or vendor.
   d. The term "District" means Unified School District No. 457.
   e. The term "Board of Education" or "BOE" means the governing body of Unified School District No. 457.
3. COMPLETING BID: Bids must be submitted ONLY on the form provided in this bid document. All information must be legible. Any and all corrections and /or erasures must be initialed. Each bid sheet must be signed by the authorized bidder and required information must be provided.
4. CONFIDENTIALITY OF BID INFORMATION: Each bid must be sealed and submitted in or under cover of the enclosed envelope to provide confidentiality of the bid information prior to the bid opening. Supporting documents and/or descriptive literature may be submitted with the bid or in a separate envelope marked "Literature for Bid (Number)." Do NOT indicate bid prices on literature. All bids and supporting bid documents become public information after the bid opening and are available for inspection by the general public in accordance with the Kansas Open Records Act.
5. ACCURACY OF BID: Each bid is publicly opened and is made part of the public record of the District. Therefore, it is necessary that any and all information presented is accurate and/or will be that by which the bidder will complete the contract. If there is a discrepancy between the unit price and extended total, the unit price will prevail.
6. SUBMISSION OF BID: Bids are to be sealed and submitted to the Business Office located at the Educational Support Center, 1205 Fleming St, Garden City, KS prior to the date and time indicated on the cover sheet.
7. ADDENDA: All changes in connection with this bid will be issued by the Business Office in the form of a written addendum. Signed acknowledgement of receipt of each addendum must be submitted with the bid.
8. LATE BIDS AND MODIFICATION OR WITHDRAWALS: Bids received after the deadline designated in this bid document shall not be considered and shall be returned unopened.
9. BIDS BINDING: All bids submitted shall be binding upon the bidder if accepted by the District within sixty (60) calendar days after the bid opening.
10. EQUIVALENT BIDS: When brand or trade names are used in the bid invitation, it is for the purpose of item identification and to establish standards for quality, style and features. Bids on equivalent items of substantially the same quality, style and features are invited unless items are marked "No Substitute." Equivalent bids must be accompanied by descriptive literature and/ or samples may be required and shall be supplied at no charge to the District.
11. NEW MATERIALS, SUPPLIES AND EQUIPMENT: Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, of recent manufacture, first class in every respect, and suitable for their intended purpose. All equipment shall be assembled and fully serviced, ready for operation when delivered.
12. WARRANTY: Supplies or services furnished as a result of this bid shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the District by any other clause of this bid reserves the right to request from bidders a separate manufacturer certification of all statements made in the Proposal.
13. METHOD OF AWARD AND NOTIFICATION: Bids will be analyzed and the award made to the lowest and best, responsive and responsible bidder(s) whose bid conforms to the specifications and whose bid is considered to be the best value in the opinion of the District.
14. The District reserves the right to reject any or all bids and any part of a bid: to waive informalities, technical defects, and minor irregularities in bids received: and to award the bid on an item by item basis by specified groups of items or to consider bids submitted on an "all or nothing "basis if the bid is clearly designed as such or when it is determined to be in the best interest of the District.
15. The signed bid shall be considered an offer on the part of the bidder: such offer shall be deemed accepted upon the issuance by the District of a Purchase Order or other contractual document.
16. DELIVERY TERMS: All deliveries shall be F.O.B. Destination and all freight charges shall be included in the bid price.
17. DAMAGED AND/OR LATE SHIPMENTS: The District has no obligation to accept damaged shipments and reserves the right to return at the vendor's expense damaged merchandise even though the damage was not apparent or discovered

1205 Fleming Street * Garden City, KS 67846 * 620.805.7000 * Fax 620.805.7198
An EEO/AA Employer

until after receipt of the items. The Vendor is responsible to notify the District of any late or delayed shipments. The District reserves the right to cancel all or any part of an order if the shipment is not made as promised.

18. CREDIT TERMS: Bidder shall indicate all discounts for full and/or prompt payment. Discounts shall be considered as a cost factor in the determination of award, except discounts offered for payment within less than ten (10) calendar days. Discounts offered shall be computed from date of receipt of correct invoice or receipt and acceptance of products, whichever is later.
19. SELLER'S INVOICE: Invoices shall be prepared and submitted in duplicate to address shown on the Purchase Order. Invoices shall contain the following information: Purchase Order number, contract number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price and extended totals.
20. TAX EXEMPT: The District is exempt from Federal, State and local taxes by KS-95R26L52. Sites of all transactions under the order(s) that shall be derived from this bid request shall be deemed to have been accomplished within the State of Kansas.
21. SAFETY: All practices, materials, supplies and equipment shall comply with the federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
22. DISCLAIMER OR LIABILITY: The District will not hold harmless or indemnify any bidder for any liability whatsoever.
23. TERMINATION RIGHTS: The District shall have the right to terminate/cancel the Agreement for its convenience and without penalty upon thirty (30) days prior written notice to the vendor.
24. HOLD HARMLESS: The vendor agrees to protect, defend, indemnify and hold the Board of Education, its officers, employees and agents fee and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities or every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The vendor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

NO MUTUAL INDEMNIFICATION:
K.S.A.72-8201a: Contracts; indemnification or hold harmless provisions, void.

(a) It is the public policy of the state of Kansas that all contracts entered into by the board of education of a school district, or any officers or employees thereof acting on behalf of the board, provide that the school district and board of education shall be responsible solely for the district's or board's actions or failure to act under a contract.

(b) The board of education of a school district or any officers or employees thereof acting on behalf of the board shall not have the authority to enter into a contract under which the school district or board agrees to, or is required to, indemnify or hold harmless against damages, injury or death resulting from the actions or failure to act on the part of any party to a contract other than the board or district.

(c) The provisions of any contract entered into in violation of this section shall be contrary to the public policy of the state of Kansas and shall be void and unenforceable.

25. LAW GOVERNING: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
26. ANTI-DISCRIMINATION CLAUSE: No bidder on this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color handicap, sex, national origin, or religious creed.
27. Each bid that must be accompanied by a bid bond that is equal to 5% of the total base bid, payable to Garden City Public Schools – USD 457.
28. For all projects that exceed $100,000 a performance and payment bond must be included in the bid price.

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Kansas statute 60-111 requires contractors to provide contractor's performance bonds for all public works projects over $100,000.

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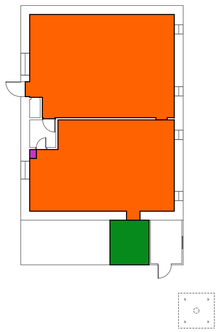
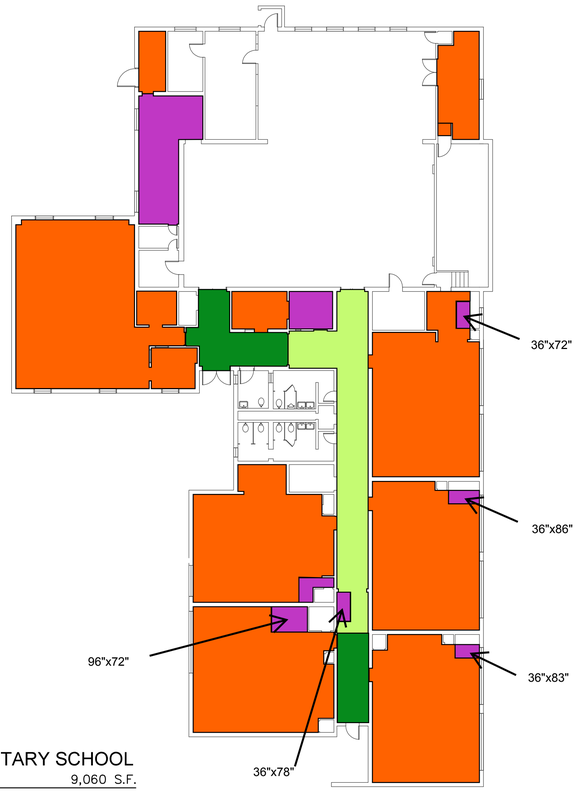


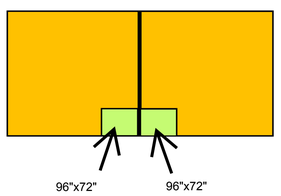


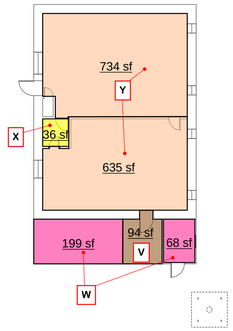
LEGEND

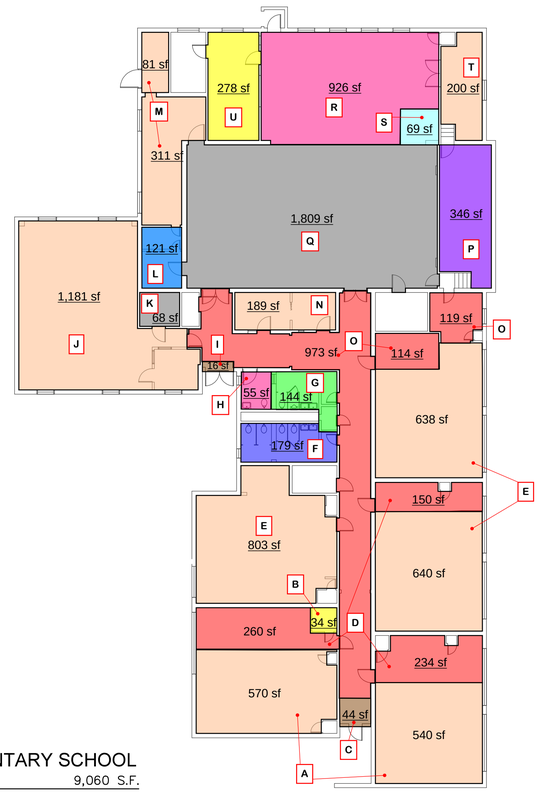
- CARPET Classroom/Office
- CARPET Walk Off
- LVT
- CARPET Hallway

JENNIE BARKER ELEMENTARY SCHOOL
MASTER FLOOR PLAN 9,060 S.F.

0 10 20 50







JENNIE BARKER ELEMENTARY SCHOOL
MASTER FLOOR PLAN 9,060 S.F.

0 10 20 50

LEGEND

- CARPET 1
- CARPET TILE 1
- VCT 1
- MOSAIC TILE 1
- MOSAIC TILE 2
- VCT 2
- CARPET TILE 2
- CARPET 2
- VCT 3
- VCT 4
- WOOD GYM FLOOR

Bidders List
Replace Carpet in the Offices, Hallways and Classrooms
Jennie Barker

J&M Paint and Decorating Center
Katie
1615 Buffalo Jones Ave.
Garden City, KS 67846
620.276.3811
jandmpaint@gmail.com

Country Carpets
Mallory Minor
505 S. Broadway Ave. Ste 122
Wichita, KS 67202
316-351-2420
mallory@countrycarpetceramic.com

Star Commercial Flooring
Josh Hazelton
325 S. West Street
Wichita, KS 67213
316-259-5847 P
josh.hazelton@starlumber.com

Vitztum Commercial Flooring
Brian Vitztum
PO Box 642
Hays, KS 67601
785.623.7453
brian@vitztum.com

L&L Flooring
Gil Lewis
112 North Main St.
Garden City, KS 67846
620-275-0499
gil_lewis23@hotmail.com

Stuart & Associates
Joel Bahl
4511 W. Harry
Wichita, KS 67209
316-267-0743
joel@stuartandassociates.com

BID OPENING: April 9, 2026

Bid Tabulations
Flooring: Jennie Barker

Bid 2026-15

Bid Opening: 4/9/2026

Vendor	Bid: Hallways & Corridors	Alternate Bid: Classrooms & Offices	Total Base + Alternate
Country Carpets	**No Bid**	**No Bid**	**No Bid**
J&M Paint & Decorating	**$20,657.86**	**$77,743.23**	**$98,401.09**
L&L Flooring	**No Bid**	**No Bid**	**No Bid**
Star Commercial Flooring	**$9,688.57**	**$55,293.67**	**$64,982.24**
Stuart & Associates	**$22,704.00**	**$62,957.00**	**$85,661.00**
Vitztum Commercial Flooring	**No Bid**	**No Bid**	**No Bid**

RECOMMENDATION: To accept the bid of in the amount of $64,982.24 from Star Commercial Flooring

Payment to be made from budgeted funds in account:	LRF Plan-Flooring	016 E 4700 21 0000 056 05 610

GARDEN CITY PUBLIC SCHOOLS

Jenny Barker
School

BID FORM

By signing this bid form, the vendor certifies the equipment being offered meets or exceeds all requirements and conditions of the bid, special provisions and specifications. In compliance with the above and subject to all the conditions hereof, the undersigned offers and agrees to furnish all items upon which prices are quoted, at the price set opposite each item.

The undersigned certifies that no Federal, State, County or Municipal tax is included in the quoted prices and that none will be added. Public schools are EXEMPT. Exemption certificates will be provided upon request.

Pricing *(Unit Cost Including All Options and Less any Applicable Incentives)*

Vendor Name: J&M Paint and Decorating Center, Inc

Base Bid: Hallways/Corridors $ 20,657.86

Alternate Bid: Classrooms & Offices $ 77,743.23

Total Base + Alternate $ 98,401.09

Duration of Project Completion (calendar days): 45 Days.

WE HEARBY AGREE TO FURNISH THE ITEMS ON WHICH PRICES ARE QUOTED ABOVE IN ACCORDANCE WITH ALL TERMS AND CONDITIONS PREVIOUSLY LISTED AND ANY ATTACHED SPECIFICATIONS.

Signature: Maurita Koerperich Date: 4-8-2026

Printed Name: Maurita Koerperich Title: Owner

Email: jandmpaint@gmail.com

Addenda to Bid (Y/N) Y

The undersigned bidder does, by their signature below, agree that they received the addenda; that they understand the content of the addenda and shall comply with all of the conditions of the addenda specified.

1205 Fleming Street * Garden City, KS 67846 * 620.805.7000 * Fax 620.805.7198
An EEO/AA Employer

Jenny Barker School

GARDEN CITY PUBLIC SCHOOLS

Bidders Signature: Maurita Koerperich Addenda # 1 Date 4-8-2026

Map - PF-23-01F

BID FORM

BIDDER IS AN INDIVIDUAL-
- Name of Individual: _____
- Name of Business: _____
- Mailing Address: _____
- Business Phone No.: _____
- Business Fax No.: _____

BIDDER IS A PARTNERSHIP-
- Name of Partnership: _____
- Names of Principal Partners: _____
- Mailing Address: _____
- Business Phone No.: _____
- Business Fax No.: _____
- The full names of all partners: _____

BIDDER IS A CORPORATION-
- Full Corporation Name: JVM Paint and Decorating Center, Inc
- State of Incorporation: Kansas
- Mailing Address: 1615 Buffalo Jones Ave, Garden City
- Business Phone No.: 620-276-3811
- Business Fax No.: 620-276-8081
- Name & Address of Resident Agent: James B. & Maurita Koerperich 617 N 10th St. Garden City, KS

1205 Fleming Street * Garden City, KS 67846 * 620.805.7000 * Fax 620.805.7198
An EEO/AA Employer

MERCHANTS BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

Bid Bond

Bond Number: 529054

CONTRACTOR:
(Name, legal status and address)

J & M Paint & Decorating Center Inc
1615 Buffalo Jones
Garden City, KS 67846

SURETY:
(Name, legal status and principal place of business)

Merchants Bonding Company (Mutual)
A Corporation
6700 Westown Parkway, West Des Moines, IA 50266

OWNER:
(Name, legal status and address)

USD 457
1205 Fleming
Garden City, KS 67846

BOND AMOUNT: Five Percent of Bid Amount
5 %

PROJECT:
(Name, location or address, and Project number, if any)
Jennie Barker Flooring

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 9th day of April, 2026

J & M Paint & Decorating Center Inc

Karen Rubbers
(Witness)

Maurita Koerperich
(Principal) *(Seal)*
Maurita Koerperich Owner
(Title)

Blanca Prieto
(Witness) Blanca Prieto

Merchants Bonding Company (Mutual)
(Surety) *(Seal)*
Natasha Landis
(Title) Natasha Landis Attorney-in-Fact

CON 0657 (2/15) Printed in cooperation with American Institute of Architects (AIA). The language in this document conforms exactly to the language used in AIA Document A310-Bid Bond-2010

Bond #: 529054

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Natasha Landis

their true and lawful Attorney(s)-In-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-In-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-In-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 9th day of April , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 9th day of April 2026 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 9th day of April , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

Secretary

POA 0018 (5/25)

GARDEN CITY
PUBLIC SCHOOLS

BID FORM

By signing this bid form, the vendor certifies the equipment being offered meets or exceeds all requirements and conditions of the bid, special provisions and specifications. In compliance with the above and subject to all the conditions hereof, the undersigned offers and agrees to furnish all items upon which prices are quoted, at the price set opposite each item.

The undersigned certifies that no Federal, State, County or Municipal tax is included in the quoted prices and that none will be added. Public schools are EXEMPT. Exemption certificates will be provided upon request.

Pricing *(Unit Cost Including All Options and Less any Applicable Incentives)*

Vendor Name: Star Commercial Flooring

Base BID: Hallways/Corridors $9,688.57

Alternate Bid: Classrooms/Offices $55,293.67

Total Base + Alternate 64,982.24

Duration of Project Completion (calendar days): Base - 2 days, Alternate - 7 days

WE HEARBY AGREE TO FURNISH THE ITEMS ON WHICH PRICES ARE QUOTED ABOVE IN ACCORDANCE WITH ALL TERMS AND CONDITIONS PREVIOUSLY LISTED AND ANY ATTACHED SPECIFICATIONS.

Signature: Josh Hazelton Date: 4/9/26

Printed Name: Josh Hazelton Title: Account Manager

Email: josh.hazelton@starlumber.com

Addenda to Bid (Y/N) _____
The undersigned bidder does, by their signature below, agree that they received the addenda; that they understand the content of the addenda and shall comply with all of the conditions of the addenda specified.

1205 Fleming Street * Garden City, KS 67846 * 620.805.7000 * Fax 620.805.7198
An EEO/AA Employer

GARDEN CITY
PUBLIC SCHOOLS

Bidders Signature: Josh Hazelton Addenda # 1 Date 3/25/26

BID FORM

BIDDER IS AN INDIVIDUAL-

Name of Individual: _____
Name of Business: _____
Mailing Address: _____
Business Phone No.: _____
Business Fax No.: _____

BIDDER IS A PARTNERSHIP-

Name of Partnership: _____
Names of Principal Partners: _____
Mailing Address: _____
Business Phone No.: _____
Business Fax No.: _____
The full names of all partners: _____

BIDDER IS A CORPORATION-

Full Corporation Name: Star Lumber DBA Star Commercial Flooring
State of Incorporation: Kansas
Mailing Address: 325 S. West St., Wichita, KS, 67213
Business Phone No.: 316-942-2221
Business Fax No.: _____
Name & Address of Resident Agent: Jennifer Stephens
325 S. West St., Wichita, KS, 67213

1205 Fleming Street * Garden City, KS 67846 * 620.805.7000 * Fax 620.805.7198
An EEO/AA Employer

USD 457 GARDEN CITY PUBLIC SCHOOLS **BC008641-2**
GARDEN CITY, KS, 67849 ~~**04/08/26**~~

Re: USD 457 JENNIE BARKER ES - BASE BID

Carpet Tile

CPT4, J&J, 1841 Catalyst, Polyester Felt Cushion, Color: 2846 Accelerator, 24X24
WOC1, J&J, 7268 Catwalk II, Nexus, Color: 1427 Spotlight, 24X24

Material & Labor **$8,205.94**

Luxury Vinyl Tile

LVT2, J&J, V5044 Step BY Step 5 MM, Color: 1131 SKY Blue, 18X36

Material & Labor **$310.95**

Resilient Cove Base

Johnsonite 4'' Resilient Cove Base, Color: Navy Blue 18
Johnsonite Transitions As Needed

Material & Labor **$665.01**

Floor Prep

TEC Feather Edge Patch

Material & Labor **$506.67**

Subtotal:	**$9,688.57**
Tax Exempt:	**$0.00**
Total:	**$9,688.57**

** Addendums Noted: 1*
** Pricing is good for 30 days with the exception of any products that are affected by tariffs. Tariff clause must be included in contract.*
** This bid is based on daytime labor rates.*
** Customer will be responsible for moving all furniture, appliances, equipment and plumbing fixtures as needed.*

** Bid is based on resilient base being installed at the same time as the flooring. If otherwise additional charges may apply.*
** Standard floor prep is included. Additional floor prep will be charged at $45.00 per man hour plus materials*
** Demo is excluded. All old adhesive and/or mortar is to be removed by the demo contractor.*
** Exclusions: Slab moisture testing. Application of slab moisture mitigation systems. Slab pH adjustments. Non-standard floor prep (i.e. dimples/chatter in substrate more than 1" wide or 1/8" deep, variations at saw cuts greater than 1/8"). Protective covering of newly installed finishes. Grout sealer unless specified. Sealing/Waxing/Topical Protective Coatings of any kind (Ref submittals or contact your sales person for manuf. requirements). Additional insurance requirements above what is currently held by Star Commercial Flooring. Bonds and their associated costs not listed in the specifications. Results of these exclusions could lead to a potential change order.*

Josh Hazelton
Star Commercial Flooring
316.259.5847

USD 457 GARDEN CITY PUBLIC SCHOOLS **BC008641-3**
GARDEN CITY, KS, 67849 ~~**04/08/26**~~

Re: USD 457 JENNIE BARKER ES - ALTERNATE BID

Carpet Tile

CPT3, J&J, 7632 Analytic Diffuse, Nexus, Color: 3599 Cool Blue, 18X36
WOC1, J&J, 7268 Catwalk II, Nexus, Color: 1427 Spotlight, 24X24

Material & Labor **$41,804.21**

Luxury Vinyl Tile

LVT2, J&J, V5044 Step BY Step 5 MM, Color: 1131 SKY Blue, 18X36

Material & Labor **$6,134.56**

Resilient Cove Base

Johnsonite 4'' Resilient Cove Base, Color: Navy Blue 18
Johnsonite Transitions As Needed

Material & Labor **$3,278.91**

Floor Prep

TEC Feather Edge Patch
536IPMAP50LB **Stock**, Floor Prep Mapecem Quickpatch 50 LB, Color: N/A

Material & Labor **$4,075.99**

Subtotal:	**$55,293.67**
Tax Exempt:	**$0.00**
Total:	**$55,293.67**

** Addendums Noted: 1*
** Pricing is good for 30 days with the exception of any products that are affected by tariffs. Tariff clause must be included in contract.*
** This bid is based on daytime labor rates.*
** Customer will be responsible for moving all furniture, appliances, equipment and plumbing fixtures as needed.*

** Bid is based on resilient base being installed at the same time as the flooring. If otherwise additional charges may apply.*
** Standard floor prep is included. Additional floor prep will be charged at $45.00 per man hour plus materials*
** Demo is excluded. All old adhesive and/or mortar is to be removed by the demo contractor.*
** Exclusions: Slab moisture testing. Application of slab moisture mitigation systems. Slab pH adjustments. Non-standard floor prep (i.e. dimples/chatter in substrate more than 1" wide or 1/8" deep, variations at saw cuts greater than 1/8"). Protective covering of newly installed finishes. Grout sealer unless specified. Sealing/Waxing/Topical Protective Coatings of any kind (Ref submittals or contact your sales person for manuf. requirements). Additional insurance requirements above what is currently held by Star Commercial Flooring. Bonds and their associated costs not listed in the specifications. Results of these exclusions could lead to a potential change order.*

Josh Hazelton
Star Commercial Flooring
316.259.5847

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Star Lumber & Supply Co., Inc. dba Star Commercial Flooring

325 S. West Street, Wichita, KS 67213

as Principal, hereinafter called the Principal, and Fidelity and Deposit Company of Maryland

1299 Zurich Way, Schaumburg, IL 60196-1056

a corporation duly organized under the laws of the State of IL

as Surety, hereinafter called the Surety, are held and firmly bound unto Garden City Unified School District #457

1205 Fleming St., Garden City, KS 67846

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars ($ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

USD 457 Jennie Barker ES

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 9th day of April, 2026

Star Lumber & Supply Co., Inc. dba Star Commercial Flooring
(Principal) ***(Seal)***

(Witness)

By: _____
(Title)

Fidelity and Deposit Company of Maryland
(Surety) ***(Seal)***

Todd Rambo ***(Witness)***

By: _____
(Title)

Clara R Navarro Abela , Attorney-in-fact

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Clara R. NAVARRO ABELA, Myriah A. ANDERSON, Todd Alan RAMBO, Desiree E. WESTMORELAND, Timothy Craig SMITH, Alycia Marie HOEBENER of Wichita, Kansas,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 29th day of May, A.D. 2025.

SEAL SEAL SEAL

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Christopher Nolan
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 29th day of May, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
Notary Public
My Commission Expire January 2, 2029

CORPORATE SEAL A8350 1890

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 9th day of April, 2026.

SEAL SEAL SEAL

MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

GARDEN CITY
PUBLIC SCHOOLS

BID FORM

By signing this bid form, the vendor certifies the equipment being offered meets or exceeds all requirements and conditions of the bid, special provisions and specifications. In compliance with the above and subject to all the conditions hereof, the undersigned offers and agrees to furnish all items upon which prices are quoted, at the price set opposite each item.

The undersigned certifies that no Federal, State, County or Municipal tax is included in the quoted prices and that none will be added. Public schools are EXEMPT. Exemption certificates will be provided upon request.

Pricing *(Unit Cost Including All Options and Less any Applicable Incentives)*

Vendor Name: Stuart & Associates

Base Bid: Hallways/Corridors $22,704.00

Alternate Bid: Classrooms & Offices $62,957.00

Total Base + Alternate $85,661.00

Duration of Project Completion (calendar days): 30 Days

WE HEARBY AGREE TO FURNISH THE ITEMS ON WHICH PRICES ARE QUOTED ABOVE IN ACCORDANCE WITH ALL TERMS AND CONDITIONS PREVIOUSLY LISTED AND ANY ATTACHED SPECIFICATIONS.

Signature: _____ Date: 4/9/26

Printed Name: Joel Bahl Title: Project Manager

Email: joel@stuartandassociates.com

Addenda to Bid (Y/N) Y (1 Clarification)
The undersigned bidder does, by their signature below, agree that they received the addenda; that they understand the content of the addenda and shall comply with all of the conditions of the addenda specified.

1205 Fleming Street * Garden City, KS 67846 * 620.805.7000 * Fax 620.805.7198
An EEO/AA Employer

GARDEN CITY
PUBLIC SCHOOLS

Bidders Signature: Addenda # Date

BID FORM

☐ BIDDER IS AN INDIVIDUAL-

Name of Individual: _____
Name of Business: _____
Mailing Address: _____
Business Phone No.: _____
Business Fax No.: _____

☐ BIDDER IS A PARTNERSHIP-

Name of Partnership: _____
Names of Principal Partners: _____
Mailing Address: _____
Business Phone No.: _____
Business Fax No.: _____
The full names of all partners: _____

☒ BIDDER IS A CORPORATION-

Full Corporation Name: Stuart & Associates Commercial Flooring
State of Incorporation: Kansas
Mailing Address: 4611 W Harry St, Wichita, KS 67209
Business Phone No.: 316-267-0743
Business Fax No.: _____
Name & Address of Resident Agent: _____

1205 Fleming Street * Garden City, KS 67846 * 620.805.7000 * Fax 620.805.7198
An EEO/AA Employer

Stuart & Associates
commercial flooring

BID FORM

Attn:	Brandon Anderson / Jessica Northern USD 457 Garden City	Date: Valid For:	Apr 09, 2026 60 Days
Bid #: **Re:**	1 USD 457 Jennie Barker Elementary	Addendums: Plan Date:	1 Clarification Apr 08, 2026

SCOPE OF WORK

BASE BID

	Material Name	Bid Amount
		$22,704
LVT-1	J&J | STEP BY STEP V5044 | IRON GARNET 1125	
CPT-2	J&J | CATALYST 1841 | ACCELERATOR 2846	
WOC-1	J&J | CATWALK II 7268 | SPOTLIGHT 1427	
RB-1	TARKETT | VINYL | NAVY BLUE | 4 X 120	
Demo & GS	DEMO & GLUE SCRAPING	
	DUMPSTER RENTAL	

ALT

	Material Name	Change Amount
		+$62,957
CPT-1	J&J | ANALYTIC DIFFUSE | COOL BLUE 3599	
LVT-1	J&J | STEP BY STEP V5044 | IRON GARNET 1125	
RB-1	TARKETT | VINYL | NAVY BLUE | 4 X 120	
Demo & GS	DEMO & GLUE SCRAPING	
	DUMPSTER RENTAL	

** Measurements based on Jennie Barker Colored Map provided by school district.

Summary:

Base Bid	**$22,704**
ALT	**$62,957**
Total	**$85,661**

PROJECT NOTES:
- Demo & Glue Scraping
- F&I LVT
- F&I Carpet Tile
- F&I Walk Off Carpet
- F&I Vinyl Base

JOB SPECIFIC EXCLUSIONS:
- Bonds (Add 3%)
- Epoxy Grout
- Sealed/Polished Concrete
- Sales Tax
- Asbestos Removal/Remediation

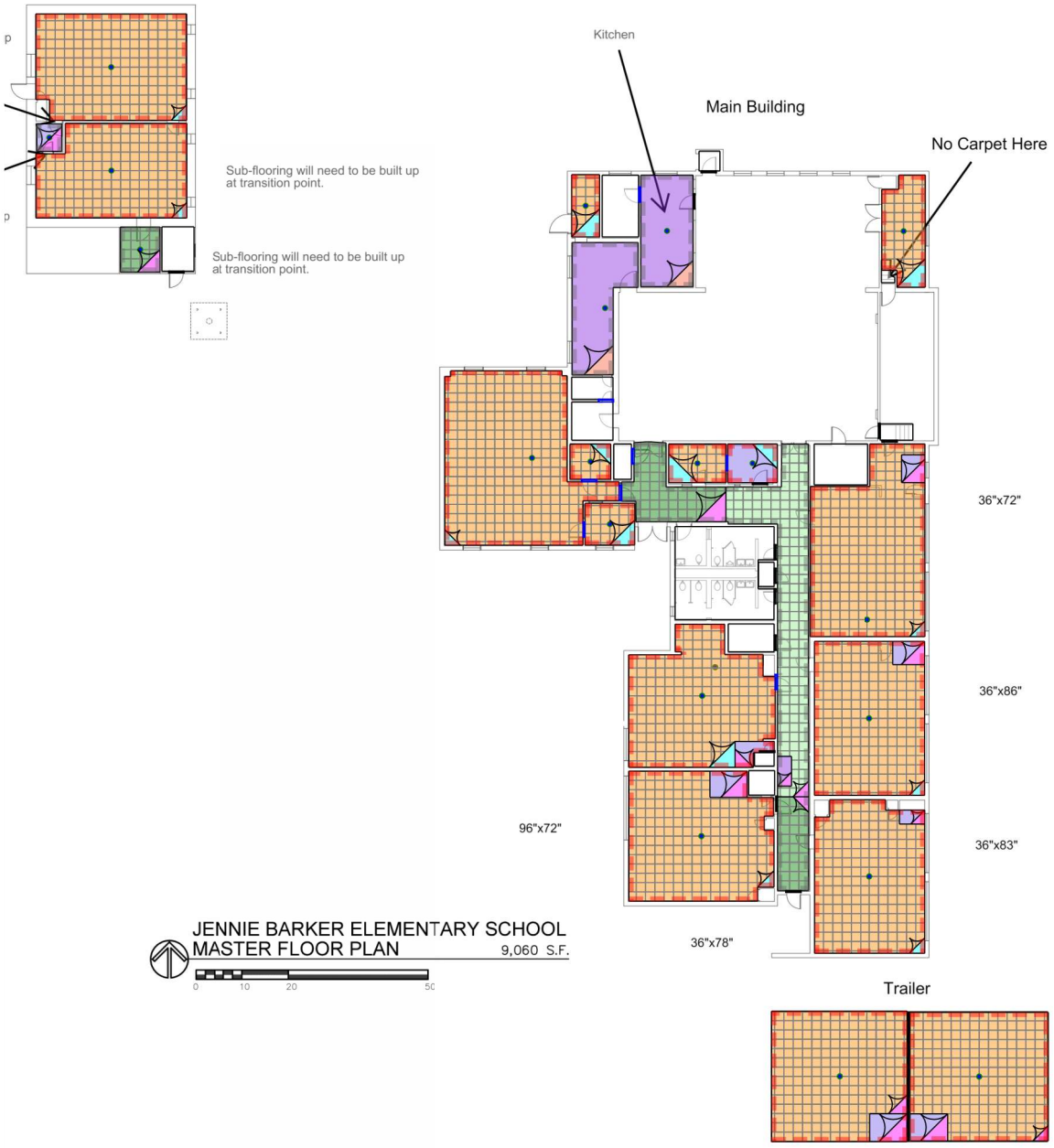
EXCLUSIONS:
- Excessive Patching (+/- 1/8" over 10')
- Filling
- Leveling
- Skimcoating
- Waxing
- Cleaning & Protection of Floors.

Sincerely,
Joel Bahl
joel@stuartandassociates.com

Seller _____ Date _____
Stuart & Associates Commercial Flooring

Buyer _____ Date _____
USD 457 Garden City

PHONE: 316-267-0743 | FAX: 316-267-7819 | WWW.STUARTANDASSOCIATES.COM | 4611 W HARRY WICHITA KS. 67209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Sub-flooring will need to be built up at transition point.
Sub-flooring will need to be built up at transition point.
Kitchen
Main Building
No Carpet Here
36"x72"
36"x86"
96"x72"
36"x83"
36"x78"
Trailer
JENNIE BARKER ELEMENTARY SCHOOL
MASTER FLOOR PLAN
9,060 S.F.
0
10
20
50

REMEDIATION CONTRACTORS, INC.
1514 S. Mosley Wichita KS 67211-3332 316 269-1549 316 267-2588
ENVIRONMENTAL and SPECIALTY CONTRACTORS

9 April 2026

Via Email: bstoppkotte@gckschools.com

USD 457 Plant Facilities
4665 US 50
Garden City, KS 67846

Attn: Brad Stoppkotte

Re : Jennie Barker Elementary School, 5585 N. Jennie Barker Road, Garden City, Kansas
Removal and Disposal of Asbestos-Containing Materials
RCI Proposal No. 26-04-055

Dear Mr. Stoppkotte:

1.0 We propose to furnish all labor, materials, insurance, temporary facilities, permits and incidentals to perform subject work in strict accordance with current statutes and regulations of Federal, State and local agencies having jurisdiction of this work as follows:

1.1 United States Environmental Protection Agency (USEPA).
1.2 United States Occupational Safety and Health Administration (OSHA).
1.3 United States Department of Transportation (USDOT).
1.4 National Emission Standards for Hazardous Air Pollutants (NESHAPS).
1.5 Asbestos Hazard Emergency Response Act (AHERA)
1.6 Kansas Administrative Regulation (K.A.R.) 28-50 entitled "State of Kansas Asbestos Control Regulations", administered by the Kansas Department of Health and Environment (KDHE).

2.0 The proposed LUMP SUM AMOUNT for the work described above, subject to the conditions below, is: **THIRTY SIX THOUSAND EIGHT HUNDRED FIFTY AND NO/100 DOLLARS ($ 36,850.00).**

2.1 The work consists of removal and disposal of approximately 9,455 square feet of carpet, asbestos-containing floor tile and floor tile adhesive located throughout the building.

2.2 We propose to perform the work as scheduled by USD 457.

3.0 INSURANCE shall be provided as follows:

3.1 General liability insurance, "occurrence form", with specific coverage for asbestos abatement, $ 1,000,000.00 per occurrence, in the aggregate amount of $ 2,000,000.00.
3.2 Automobile liability insurance coverage in the combined single limit of $ 1,000,000.00.
3.3 Worker's compensation insurance coverage in the statutory limits and Employers' Liability coverage of $ 1,000,000.00.

4.0 OTHER CONDITIONS:

4.1 We shall have the use of existing water and electrical power at no cost to us for use thereof, or for service charges.
4.2 Moveable items shall be removed by others prior to our arrival.
4.2 We request payment within thirty days of our completion of the work and of our providing project closeout documentation

If you have questions or need anything further, please advise. We appreciate the opportunity to be of service.

Very truly yours, REMEDIATION CONTRACTORS, INC., Tyler Conway, President

ACM Removal, LLC
8610 E 34th Street N, Ste. 2
Wichita KS 67226
www.acm-removal.com

Phone: 316-684-1800
Fax: 316-684-2500
jobs@acm-removal.com

April 28, 2026

ACM Proposal 26-082

Attn: Mr. Bradley Stoppkotte
USD 457
1205 Fleming St.
Garden City, KS 67846

620-805-8709
bstoppkotte@gckschools.com

RE: Proposal and Agreement, Asbestos Remediation Project
Remove Carpet and Asbestos-Containing Flooring from the Jennie Barker and Plymell Schools

Dear Brad,

We appreciate you contacting us about this job and excited about the prospect of working together. We are a veteran-owned and operated company that has done a lot of work in schools, including for nearby schools in places like Montezuma, and in large districts like Hutchinson, Wichita, Hays, and Pittsburg. We've removed millions of square feet of asbestos-containing flooring and are the area's top-rated remediation contractor, so we're confident we'll perform well for you on this job. Our team includes several of the state's most experienced remediation workers, which helps us complete jobs safely and on schedule. If you'd like to speak with other school maintenance leaders, we could put you in touch with them to ask about our performance.

We propose to furnish all labor, materials, insurance, permits, and incidentals to complete this project in compliance with EPA, OSHA, and KDHE regulations.

Bid: Our fee for this project, subject to the terms below, is:

Eighty-One Thousand, Seven Hundred and Eighty Dollars ----------	$81,780
Cost per Incremental SF ----------	$3.85

Work Scope: We will remove and dispose of ~20,850 SF of carpet and asbestos-containing floor tile and mastic from the Jenny Barker and Plymell elementary schools this summer. If the actual amount of flooring the District wants removed deviates by more than 500 SF from 20,850 SF, up or down, we will adjust our fee by $3.85 per SF for the total amount of the deviation.

Schedule/Timing: We schedule jobs once they're confirmed, so our schedule changes often. Right now, we are booked for the next several weeks, but could start this work in June and expect it will take a few weeks.

Key Terms & Bid Qualifications:

a. We will invoice monthly and upon project completion. Per KS law, payment is due within 30 days of invoicing.
b. Our proposal assumes that idemnification is limited to fault or negligence and capped at the greater of the contract fee or the proceeds from our insurance for the indemnifiable event; that our workers are not subject to Davis-Bacon wage rates; and that we are not required to obtain bonding.
c. This proposal assumes that others remove all classroom furniture, equipment/decorations, supplies, and any trim you want to save out of the work areas prior to our arrival; that others will vacate the work areas throughout the project; and that we can access the work areas from 7am to 5:30pm on Mondays through Saturdays.

d. The Asbestos Hazard Emergency Response Act (AHERA) does not require the District to obtain third party air sampling for this project because we are removing non-friable materials. If you would like third party sampling/testing, we cannot pay or coordinate it. If not, we will take air samples when we finish removal activities that will be analyzed by a third-party laboratory.
e. We will remove and dispose of the asbestos-containing materials, but are not responsible for applying degreaser or other floor preparation activities, or for removing residual colorization from the mastic.
f. Some paint may peel off where we use tape to erect plastic barriers. We seek to minimize this by using a layer of painter's tape, but paint that is not well adhered will sometimes peel off. We are not responsible for touch-ups if this occurs despite our precautions.
g. The mastic remover solvent that we use has a petroleum smell that will linger for a few days after we finish working. If you'd prefer that we use a slightly more costly low-odor mastic remover, please let us know.

Exclusions: We are not responsible for removing any other asbestos-containing materials or for removing furniture, classroom supplies, or other items from the rooms.

If you have questions or need anything else, please let us know. We appreciate the opportunity to be of service.

Yours truly,
ACM REMOVAL, LLC

John Fox

If you accept this proposal and wish to contract us to perform this work, please complete this section and return this form to us.

Signature: _____ Dated: _____

Name / Title: _____ /

Phone No: ( ) _____

Email Address for Invoices _____

4/30/2026
4:47 PM

Unified School District 457 - Plant Facilities
Quotes for Purchase
Phone: (620)805-8720 Fax: (620)805-8748

REV: 2/23/17

Request Date:	4/30/26	Building:	JB & PP	Job Order:	Quote:	
Description of work Requested	Please quote in quantities sold and add any freight charges applicable. No substitutions will be accepted without prior approval. Remove Asbestos Containing Material for flooring projects.					

Requested by:		Vendor	iSi Industrial Services	ACM Removal	RCI Inc.
	Approved	Phone	888-264-7050	316-684-1800	316-269-1549
	Denied	E-Mail/Fax		jobs@acm-removal.com	
	New Project	Contact	Luis Guzman	John Fox	Tyler Conway
	Existing Repair	Order Date/By			
Delivery Date		PO No.			

Qty.	Part/Material Description	Stock Number	Each	Ext. Cost	Each	Ext. Cost	Each	Ext. Cost
1	Jennie Barker Asbestos Removal		38,650.00	38,650.00	38,415.30	38,600.00	36,850.00	36,850.00
1	Plymell Asbestos Removal		41,880.00	41,880.00	41,841.80	43,180.00	40,930.00	40,930.00
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	Sub Total		490	80,530.00		81,780.00		77,780.00
	Freight			-				
	Total			80,530.00		81,780.00		77,780.00

Wichita, Kansas • Atlanta, Georgia • Tulsa, Oklahoma • Phone: (888) 264-7050 • www.iSiIndustrial.com

April 30, 2026

Bradley Stoppkotte
Garden City Public Schools USD 457
4665 E. Hwy 50
Garden City, Kansas 67846
Email: bstoppkotte@gckschools.com

RE: Removal of Asbestos-Containing Floor Tile, Black Mastic and Carpet

Dear Mr. Stoppkotte:

iSi Industrial Services (iSi) is pleased to submit the following quote for the remediation of asbestos-containing floor tiles, black mastic, and carpet from Plymell and Jenni Barker Elementary Schools in Garden City, Kansas. Below is a description of the project along with the associated fees.

SCOPE OF WORK

iSi will remove and dispose of approximately 10,868 square feet of asbestos-containing floor tile, black mastic, and carpet (without the removal of glue on the hardwood floor) at Plymell Elementary School. Additionally, iSi will remove 9,978 square feet of asbestos-containing floor tile, black mastic, and carpet (also without glue removal on the hardwood floor) at Jenni Barker Elementary School.

This scope of work was outlined in emailed drawings and confirmed during a site visit by Bradley Stoppkotte and Luis Guzman on April 22, 2026. iSi will ensure compliance with all OSHA, EPA, and KDHE requirements for the removal of asbestos-containing materials.

INVESTMENT

Service Description	Amount
Labor, Material, and Equipment: Plymell Elementary School	$41,880.00
Labor, Material, and Equipment: Jenni Barker Elementary School	$38,650.00

SPECIAL CONDITIONS

- Quote is for a lump sum investment.
- Quote is good for 30 days unless extended.
- Quote does not include applicable sales tax.

- Quote is based on straight time and overtime rates.
- If during removal activities conditions vary from the scope outlined above, all work will cease. The scope will be re-evaluated and a change order submitted if appropriate. Work will resume upon receipt of signed order or written authorization to proceed.

NOTICE TO PROCEED

Please sign and return the attached Professional Services Agreement. Work can be scheduled upon receipt of a signed copy of the agreement. A copy of the signed agreement will be returned for your records. This proposal is considered valid for a period of 30 days from the date of issue.

INSURANCE

iSi is fully insured to protect the assets of clients. Insurance coverage includes:

- Workers Compensation and Employer's Liability
- Comprehensive General Liability and Property Damage
- Contractor Pollution Liability
- Automotive Public Liability and Property Damage
- Professional Liability

Please note that proposal pricing is based on standard insurance coverage. Increases in limits or additional insured requirements may result in an increase in pricing.

If you have any questions or comments, please do not hesitate to call me at (316) 264-7050 or send an email to lguzman@iSiindustrial.com.

Sincerely,

Luis Guzman
Estimator/Planner

Attachment: Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

Asbestos-Containing Floor Tile, Black Mastic and Carpet Removal from Plymell and Jenni Barker Elementary Schools

This Agreement is entered into this _____ day of _____, 2026 between Integrated Solutions Inc., dba iSi Environmental and dba iSi Industrial Services (iSi), a Kansas corporation, and Garden City USD 457 (Client) (iSi and Client are each a "party," and collectively the "parties"). Subject to and in consideration of the mutual promises, conditions, and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **NATURE OF ENGAGEMENT**. Client retains iSi to perform the professional services (the "Services") described in the Proposal attached hereto (the "Proposal"), during the time(s) specified and at such location(s) (the "Site") listed in the Proposal, as the same may be modified from time to time pursuant to this Agreement.

2. **EXCLUSIONS**. Except as expressly stated in the Proposal, as the same may be amended by the written agreement of the parties, the Services do not include and iSi has no obligation to perform Services (a) where such performance would involve materially increased cost or time resulting from a subsurface, hidden, latent, or physical condition at the Site that was not fully disclosed by Client and incorporated in the Proposal or was not known to iSi prior to entering into this Agreement; (b) for restoration of the Site resulting from the Services, including without limitation, from drilling, boring, or taking samples; or (c) involving the transportation, storage, treatment, remediation, or disposal of hazardous substances, pollutants, or contaminants, whether or not directly or indirectly generated from iSi's performance of the Services, or that would cause or deem iSi to be a "generator," "transporter," "owner," or "treater" of hazardous waste or hazardous materials or the "owner" or "operator" of any Site, as such terms are defined under applicable state or federal law. As between Client and iSi, Client warrants that title to all hazardous substances, pollutants, or contaminants originating on or removed from the Site will remain with Client and Client will not challenge its ownership of the same.

3. **CHANGES IN SCOPE OF SERVICES**. Client understands that by reason of the nature of the engagement, changes in the Services may be necessary or appropriate. Client may from time-to-time request changes in the Services, each of which shall be subject to iSi's approval at iSi's discretion. Except as prohibited elsewhere in this Agreement, iSi will be deemed to have accepted a change in the Services on the earliest of (a) iSi's written acceptance or amendment to the Proposal; (b) when iSi or its delegee or subcontractor begins to perform the Services, as modified by the change; or (c) iSi commits resources or engages a subcontractor or incurs costs for the performance of the Services, as modified by the change. Additionally, changes in the Services may be necessary because a condition or event described in Section 3(a). Unless specified in the Proposal or agreed in writing by iSi, iSi will be additionally compensated for the changes in the Services at iSi's then-current standard hourly rates plus out-of-pocket expenses incurred.

4. **STANDARD OF CARE**. Subject to the terms, conditions, and limitations of this Agreement, iSi will use commercially reasonable efforts to perform the Services in accordance with the Proposal, and to the extent not specified in the Proposal, in accordance with the generally accepted and currently recognized practices of its profession for like services in the locality where the Services are performed. Client's acceptance of the Services and/or Deliverables occurs on the earliest of (a) the date when iSi demonstrates to Client that the Service and/or Deliverables conform to the requirements of this Agreement, (b) the date when Client has placed the Services or Deliverables to its beneficial use, or (c) ten (10) days after delivery of the Services or Deliverables and Client has not given iSi notice of the Service's or Deliverable's nonconformance with this Agreement. Upon a timely receipt of notice specifying in detail the nonconformance of the Services and/or Deliverables with the requirements of this Agreement, iSi will investigate the claim, and if iSi reasonably finds the Services or Deliverables to be nonconforming, iSi will re-perform the Services or correct the Deliverables. If iSi is unable to re-perform the Services or correct the Deliverables within a reasonable time, iSi will refund to Client the amount paid to iSi related to the portion of the Services or Deliverables subject to the nonconformity. This section states iSi's sole obligation and Client's exclusive remedy arising out of or related to the any claim with respect to the Services or Deliverables.

5. **CLIENT'S OBLIGATIONS**. Unless expressly stated in the Proposal, the Services do not include and Client will provide the following to iSi and its personnel at Client's cost: (a) those items or services specified in the Proposal as the responsibility of Client; (b) full, free, and safe access and use, including parking, to those portions of the Site as necessary to perform the Services; (c) work space, computer hardware, internet access, and utilities reasonably necessary to perform the Services at the Site; (d) all approvals, permits, and licenses required from governmental authorities necessary to perform the Services; (e) all known, potential, or possible information or data within Client's possession, control, or knowledge concerning health or safety hazards, file data for processes which have occurred and substances that have been a part of such processes, the location of subsurface structures (including for example, pipes, tanks, cables, and utilities), and all environmental investigations or remediation work conducted, in each case on, in, or near the Site; (f) comply and cause Client's employees, agents, visitors, and others to comply with iSi's requirements regarding access to and control of the Site; and (g) full cooperation with iSi and its personnel as necessary to perform or facilitate the Services as requested by iSi. Client represents and warrants that it owns or has sufficient rights and authority to use and grant to iSi and its personnel the right of access and use of the foregoing in the manner contemplated by this Agreement.

6. **DOCUMENTS**. Provided that Client complies with all of its obligations under this Agreement, including without limitation, payment obligations, Client may retain copies of the reports, technical drawings, specifications, plans, project manuals, training materials, and bid and contract documents prepared and delivered by iSi on behalf of Client with respect to the Services (the "Project Documents"), but excluding iSi's internal memoranda, notes, or correspondence relating to the Services. Client may use the Project Documents only in connection with Client's ownership and maintenance of the Site. Without limiting Client's other obligations under this Agreement, Client may not and may not permit any other person to use, disclose, transfer, or rely upon the Project Documents, except as expressly permitted under this Agreement, as approved by iSi in writing at iSi's discretion, or as required by applicable law. Except as expressly provided in this Section 6, iSi reserves all rights in the Project Documents. Client will indemnify, defend, and hold harmless iSi and its officers, directors, employees, and agents from and against any claims, losses, damages, liabilities, or expenses (including without limitation, attorneys' fees) arising out of or related to Client's breach of this Section.

7. **COMPENSATION AND PAYMENT**.

(a) Compensation. Client will pay to iSi the compensation and fees stated in the Proposal, as amended by this Agreement, or if not specified in the Proposal, in accordance with iSi's then-current rates for its personnel who perform the Services. Client agrees that compensation due to iSi shall be paid in accordance with this Agreement, regardless of whether Client makes any use of Services or Deliverables. iSi's compensation is not contingent upon the result of any Services or upon any transaction involving Client or the Site. Unless expressly stated otherwise, any fees stated are only estimates, and the actual fees and expenses may differ.

(b) Expenses. Client will reimburse iSi for those costs and expenses specified in the Proposal and, except as specified in the Proposal, such other costs and expenses incurred by iSi arising out of or in connection with the performance of the Services and providing the Deliverables. Client agrees that iSi may add a surcharge, not to exceed twenty percent (20%), for reimbursable costs and expenses not specified in the Proposal.

(c) Payment. Client will pay iSi for amounts due as specified in the Proposal, or if not specified in the Proposal on a monthly basis or upon completion of the Services (if earlier) upon issuance of iSi's invoice, without deduction or set-off. Payment is due thirty (30) days from the date of the invoice. If payment is not made when due, a late payment fee will be chargeable to Client equal to 1.5% per month (or the highest rate allowed by law, if less) of the amount past due until paid in full. Client will pay iSi's expenses for collection of past due amounts, including without limitation, attorneys' fees, costs, and expenses. In addition, after giving seven days prior written notice to Client, iSi may suspend its Services until iSi has been paid in full or at iSi's election terminate the Services. If the Services are renewed, Client shall reimburse iSi for all its costs directly related to the suspension and startup. iSi's remedies under this section are in addition to any other remedies available to iSi.

(d) Taxes. All amounts due are exclusive of any foreign, state, or local sales, value-added, withholding, or taxes, duties, fees, excises, or tariffs arising out of or related to this Agreement, the Proposal, the Services, or the Deliverables (collectively, "Taxes"). Client is responsible for, and if applicable, will reimburse iSi within thirty (30) days of request for all Taxes and any related interest or penalties, except for taxes imposed on iSi's net income.

8. **DISCLAIMERS AND LIABILITY**.

(a) Disclaimers. THE SERVICES AND DELIVERABLES ARE PROVIDED ON AN "AS IS" BASIS ONLY, AND ISI MAKES NO PROMISES, REPRESENTATIONS, OR WARRANTIES, WHETHER EXPRESSED, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. ISI DOES NOT WARRANT OR REPRESENT THAT THE DELIVERABLES OR RESULTS OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ANY DEFECTS IN THE SERVICES OR DELIVERABLES ARE CORRECTABLE OR WILL BE CORRECTED.

(b) Limitations of Liability. Client agrees that iSi and its affiliates and their respective officers, directors, owners, employees, and agents will not be liable for any special, indirect, incidental, exemplary, punitive, or consequential damages, or for any damages whatsoever resulting from loss of use, data, or profits, arising out of or in connection with this Agreement, the Services, or the Deliverables, or for any other reason, regardless of the form of action (whether in contract, tort, negligence, gross negligence, willful act, strict liability, or otherwise), and whether or not iSi has been advised of the possibility of such damages. In no case will iSi's total liability to Client exceed the amount actually paid by Client to iSi related to the Services or Deliverables subject to the claim.

(c) Limited Action. Client may not commence an action against iSi or its affiliates or their respective officers, directors, owners, employees, or agents more than one (1) year after the cause of action accrues.

9. **TERMINATION**.

(a) By Client. Client may terminate iSi's Services upon written notice to iSi in the event iSi breaches its obligation under this Agreement and fails to cure such breach within a reasonable time after receipt of such notice.

(b) By iSi. iSi may immediately terminate this Agreement (i) seven (7) days after notice to Client of nonpayment of any amounts then due and owing; (ii) upon Client's dissolution, winding-up, insolvency, or inability to pay its debts as they become due, or institution of bankruptcy or insolvency proceedings by or against Client, or the appointment of a trustee or receiver of Client's properties or business; or (iii) upon any other breach of this Agreement by Client that is not cured by Client within a reasonable time (not to exceed thirty (30) days) after notice by iSi. These are in addition to any other rights of termination or suspension stated in this Agreement.

(c) Actions on Termination. Upon termination of this Agreement for any reason, (i) Client will immediately pay to iSi the total fees for all Services rendered and costs incurred to the date of termination, plus all costs iSi incurs as a result of the termination, (ii) all licenses granted under this Agreement will immediately cease, and (iii) each party will perform such other obligations specified in this Agreement on or after termination.

(d) Survival. Each party's obligations under Sections 7, 8, 9, 11, and 14 will survive the expiration or termination of this Agreement.

10. **INSURANCE**. During the term of this Agreement, iSi will maintain, at its sole expense, the following insurance policies:

(a) Worker's Compensation as required by law in the state(s) of the Site and Employer's Liability with limits of $1,000,000/$1,000,000/$1,000,000;

(b) Commercial General Liability with a limit of $1,000,000 each occurrence for Bodily Injury and Property Damage and including Broad Form Property Damage, and Contractual Liability;

(c) Business Automobile Liability including hired, rented, owned and non-owned automobiles with combined single limit each occurrence of $1,000,000 for Bodily Injury and Property Damage;

(d) Professional Liability Policy for Environmental Consultants (Errors and Omissions) with a limit of $1,000,000/Claim.

Certificates for such insurance will be provided at Client's request.

11. **COVENANTS**.

(a) Confidential Information. Confidential Information shall mean (i) in the case of Client, all information disclosed to iSi which relates to Client's past, present, and future research, development, and/or business activities; and (ii) in the case of iSi, the terms and conditions of this Agreement, the Deliverables, the Project Documents, and iSi's business methods. Each party will hold the Confidential Information of the other party in trust and confidence, and will not disclose the Confidential Information of the other party to any person, firm, or corporation, or use for its own business or benefit, except as necessary to perform an obligation under this Agreement. These obligations of confidentiality, non-disclosure, and non-use shall continue in full force and effect for ten (10) years after expiration or termination of this Agreement. Upon termination or expiration of this Agreement, each party, upon written request, will return to the other party all of the other party's Confidential Information within its possession or control, or at the other party's election, destroy the same, provided however that iSi may retain such Confidential Information as is reasonably necessary to comply with statutory and regulatory requirements applicable to iSi, including auditing standards, and Client may retain a copy of the Project Documents for use as licensed under Section 6. The obligations of this section do not apply to the extent that any Confidential Information (a) becomes generally available to the public other than as a result of the wrongful act of the receiving party; (b) was available to a party on a non-confidential basis prior to the disclosure to the party; (c) becomes available to a party on a non-confidential basis from a source other than the other party, provided that such source is not prohibited from transmitting the information to the party by any contractual, legal, or fiduciary obligation; or (d) is required to be disclosed by a court or governmental agency, provided that the party gives the other party prompt notice of such order and the opportunity to intervene, if allowed by law.

(b) Non-solicitation. Client understands that iSi's employees are assigned to render temporary service and are not assigned to become employed by Client. Client acknowledges that considerable expense has been incurred by iSi to recruit, train, and maintain its personnel. Accordingly, Client will not, during the term of this Agreement and for one year following termination or expiration, solicit or hire nor interfere with the employment relationship of any person who was an employee of iSi at any time during the term of this Agreement. In the event of such employment, Client agrees to compensate iSi the greater of $25,000 or three months of compensation rate of such personnel.

12. **INDEPENDENT CONTRACTORS**. The parties acknowledge that Client and iSi are independent contractors, and that nothing herein shall be construed to establish any partnership, joint venture, fiduciary, principal/agent or any other relationship between the parties.

13. **NOTICES**. All notices provided for by this Agreement shall be made in writing either by actual delivery of the notice or by the mailing of the notice through the United States mail, certified mail, return receipt requested, to the address of the party listed in this Agreement (or such other address specified by the party upon not less than 30 days' prior written notice to the other party). Any notice delivered shall be deemed to be received on the date of its actual receipt by the party entitled thereto and any notice mailed pursuant to this paragraph shall be deemed received on the third day after the date of its mailing.

14. **MISCELLANEOUS**.

(a) Force Majeure. Except for Client's payment obligations under this Agreement, neither party will be liable for any failure or delay in performance under this Agreement which might be due in whole or in part, directly or indirectly, to any contingency, delay, failure, or cause of any nature beyond the reasonable control of such party. Such causes include, without limitation, fire, explosion, earthquake, flood or other weather, unavailability of necessary utilities or materials, strike, lockout, other labor difficulties, war, act of terrorism, riot, act of God, law, regulation, or order of government or other public authorities, failure of suppliers, or failure of the other party to perform an obligation hereunder.

(b) Choice of Law and Venue. This Agreement shall be deemed entered into in Sedgwick County, Kansas, and shall be governed by the laws of the State of Kansas. Any litigation between the parties arising out of or related to this Agreement shall be conducted exclusively in a court sitting Sedgwick County, Kansas. Neither party shall assert that another jurisdiction is a more convenient forum in which to litigate.

(c) Binding Obligation. This Agreement shall be binding upon and inure to benefit of the parties and their respective successors; provided, however, neither party shall assign this Agreement, in whole or in part, without prior written consent of the other. Except as expressly stated in this Agreement, no third party will be a beneficiary of the parties' obligations under this Agreement. iSi may delegate or subcontract the Services, in whole or in part, provided, however that iSi will remain responsible for the performance of its delegees and subcontractors.

(d) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of this Agreement is unenforceable or invalid under applicable law, such provision shall be ineffective only to the extent of such unenforceability or invalidity, and the remaining provisions of this Agreement shall continue to be binding in full force and effect.

(e) Integration and Amendments. This Agreement represents the entire understanding of the parties, and each party acknowledges there are no other warranties, representations, covenants, or understandings of any kind other than those expressly contained in this Agreement. No prior or contemporaneous proposals, statements, Client purchase orders, course of dealing, or usage in trade will be part of this Agreement, all of which the parties expressly reject. Except as expressly stated herein, this Agreement may only be amended by a written instrument executed by duly authorized representatives of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

Integrated Solutions, Inc.

By: _____

Name:_____

Title: _____

Address:
Integrated Solutions, Inc.

Attn:_____
215 S. Laura
Wichita, KS 67211

Garden City USD 457

By: _____

Name:_____

Title: _____

Address:
Garden City USD 457

Attn:_____
4665 E Hwy 50
Garden City, KS 67846

MEMORANDUM

TO: Board of Education
THRU: Josh Guymon, Superintendent
FROM: Brandon Anderson, Director of Plant Facilities
DATE: 04/03/2026
RE: Consider and Act on bids received for flooring projects at Plymell Elementary School as received, reviewed and vetted.

ISSUE:

The Board of Education is asked to consider and approve the lowest responsible bidder for the proposed scope of replacing all flooring at Plymell Elementary and allow the Plant Facilities Director to sign all pertinent documents to finish the project.

Director of Plant Facilities, Brandon Anderson will be available to answer questions.

BACKGROUND:

Flooring upgrades and needs are listed in the LRP by need, age and traffic. Plymell had been on the list to replace last year but this project had been put on hold by the previous board. There is $50,000 budgeted in the Long-Range Plan for this project. There will be asbestos to abate and a worst-case scenario figure at this campus is around $20,000. We have one quote and will be receiving at least one more and hopefully 2 prior to proceeding with the work. Bids for the flooring will be due on April 9th and a recommendation will be made at that time and forwarded to the board for their review.

ALTERNATIVES:

Options for the Board.

1. Accept the lowest responsible bid recommended by staff.
2. Accept another bid received
3. Take no action.

RECOMMENDATION:

Recommendation on bids received and a bid tabulation sheet will be disbursed next Friday, April 10th.

FISCAL NOTE:

As stated above, we have $50,000 budgeted for this project.

ATTACHMENTS:

Flooring Bid for Plymell
Plymell Flooring Map
Addendum to PLY Flooring Bid
Bids to be distributed
Bid Summary to be distributed

GARDEN CITY PUBLIC SCHOOLS

March 10, 2026

The Board of Education, Unified School District #457, is requesting bids for **Plymell Elementary School Flooring.** Bids must be mailed, emailed, or delivered to the office of the Financial Officer **by 2:00 pm Thursday, April 9th, 2026**, and will be publicly opened at that time. Board action will be taken on **Monday, April 13th, 2026** at the regular school board meeting. A bid specification sheet is attached and the following conditions apply:

- Pricing shall be FOB Garden City, KS.
- Award will be all to ONE vendor.
- The District reserves the right to reject any or all bids, to waive any informalities, irregularities or technical defects in bids, and unless otherwise specified by the District to accept any item or groups of items in the bid, as may be in the best interest of the District.
- Time (days, weeks, etc.) required for delivery is a significant consideration with respect to this award process. The time required for delivery must be indicated in the space provided or your bid may be found non-responsive and may not be considered.
- Bid shall include copies of pertinent warranty information pertaining to the product offered. The bidder agrees that equipment furnished under any resultant purchase order issued by Garden City Kansas Public Schools shall be covered by commercial warranties the contractor gives to any customer for such supplies. All warranty information and certificates shall be furnished and become the property of the District upon delivery and acceptance of said items and/or the contractor must honor services and all rights and remedies stated in the warranties.
- All items are new manufacture unless otherwise specifically stated in this bid.
- All installations will be warrantied for a one-year time frame from substantial completion date.
- All products must have passed the first line quality standard as set by the manufacturer and no seconds, blemished articles or items having defective workmanship are included.
- Bidder shall notify the District immediately of any changes to specifications made by the manufacturer for the equipment listed.
- Bid may not be considered if a service charge, minimum dollar or minimum quantity order is applied.
- Bidder shall acknowledge all addenda for this bid and include the form acknowledgements with their bid.
- Bids are to be sealed and marked "**BID – Plymell Flooring**".

Bids are to be sent to:

Jessica Nothern, Financial Officer
USD 457
1205 Fleming
Garden City, KS 67846

OR

jnothern@gckschools.com

1205 Fleming Street * Garden City, KS 67846 * 620.805.7000 * Fax 620.805.7198
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BID SPECIFICATIONS

SPECIFICATIONS: The following specifications are to serve as the minimum requirements for this solicitation, and should not be construed to exclude any other brand or model. Feel free to quote a comparable model / brand.

	Item Description:	
	J&J Adapt Carpet Tile 7602/3274 (Offices) - see attached specification	
	J&J Kinetex Provision Carpet Tile 1831/2283 (Hallways)- see attached specification	
	J&J Catwalk II 7268/1427 Walk Off Modular (Entryways) - see attached specification	
	J&J Step by Step (5mm) V5044/1122- see attached specification	
	Johnsonite Traditional Vinyl Coved Wall Base (4") 20 Charcoal	
	Removal of existing carpet, flooring, cove base, wood trim, baseboard and glue residue – See common work results for flooring preparation included	
	Floor Prep – Per Specifications	
	***Work to be performed after May 21st and before August 1st, 2026	
	***Project Walk Through on March 23rd-27th 2026 with Brandon Anderson or Brad Stoppkotte, USD 457 Staff, contact Brandon for more details on the walk-through at 940-521-2301 and/or Brad at 308-370-1574	
	See attached map for all flooring type and locations	
	Kansas statute 60-111 requires contractors to provide contractor's performance bonds for all public works projects over $100,000.	

** Please see attached specification sheet for additional details.

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BID FORM

By signing this bid form, the vendor certifies the equipment being offered meets or exceeds all requirements and conditions of the bid, special provisions and specifications. In compliance with the above and subject to all the conditions hereof, the undersigned offers and agrees to furnish all items upon which prices are quoted, at the price set opposite each item.

The undersigned certifies that no Federal, State, County or Municipal tax is included in the quoted prices and that none will be added. Public schools are EXEMPT. Exemption certificates will be provided upon request.

Pricing *(Unit Cost Including All Options and Less any Applicable Incentives)*

Vendor Name: _____

Base Bid: Hallways/Corridors _____

Alternate Bid: Classrooms & Offices _____

Total Base + Alternate _____

Duration of Project Completion (calendar days): _____

WE HEARBY AGREE TO FURNISH THE ITEMS ON WHICH PRICES ARE QUOTED ABOVE IN ACCORDANCE WITH ALL TERMS AND CONDITIONS PREVIOUSLY LISTED AND ANY ATTACHED SPECIFICATIONS.

Signature:_____ Date:_____

Printed Name:_____ Title:_____

Email: _____

Addenda to Bid (Y/N) _____
The undersigned bidder does, by their signature below, agree that they received the addenda; that they understand the content of the addenda and shall comply with all of the conditions of the addenda specified.

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Bidders Signature: Addenda # Date

BID FORM

☐ BIDDER IS AN INDIVIDUAL-

Name of Individual: _____
Name of Business: _____
Mailing Address: _____
Business Phone No.: _____
Business Fax No.: _____

☐ BIDDER IS A PARTNERSHIP-

Name of Partnership: _____
Names of Principal Partners: _____
Mailing Address: _____
Business Phone No.: _____
Business Fax No.: _____
The full names of all partners: _____

☐ BIDDER IS A CORPORATION-

Full Corporation Name: _____
State of Incorporation: _____
Mailing Address: _____
Business Phone No.: _____
Business Fax No.: _____
Name & Address of Resident Agent: _____
_____

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PUBLIC SCHOOLS

ATTACHMENT A-USD 457 STANDARD TERMS AND CONDITIONS

1. SCOPE: The following terms and conditions shall prevail unless otherwise modified by the District within this bid document. The District reserves the right to reject any bid which takes exception to these terms and conditions.
2. DEFINITIONS AS USED HEREIN:
   a. The term "bid request" means a solicitation of a formal sealed bid.
   b. The term "bid" means the price offered by the bidder.
   c. The term "bidder" means the offeror or vendor.
   d. The term "District" means Unified School District No. 457.
   e. The term "Board of Education" or "BOE" means the governing body of Unified School District No. 457.
3. COMPLETING BID: Bids must be submitted ONLY on the form provided in this bid document. All information must be legible. Any and all corrections and /or erasures must be initialed. Each bid sheet must be signed by the authorized bidder and required information must be provided.
4. CONFIDENTIALITY OF BID INFORMATION: Each bid must be sealed and submitted in or under cover of the enclosed envelope to provide confidentiality of the bid information prior to the bid opening. Supporting documents and/or descriptive literature may be submitted with the bid or in a separate envelope marked "Literature for Bid (Number)." Do NOT indicate bid prices on literature. All bids and supporting bid documents become public information after the bid opening and are available for inspection by the general public in accordance with the Kansas Open Records Act.
5. ACCURACY OF BID: Each bid is publicly opened and is made part of the public record of the District. Therefore, it is necessary that any and all information presented is accurate and/or will be that by which the bidder will complete the contract. If there is a discrepancy between the unit price and extended total, the unit price will prevail.
6. SUBMISSION OF BID: Bids are to be sealed and submitted to the Business Office located at the Educational Support Center, 1205 Fleming St, Garden City, KS prior to the date and time indicated on the cover sheet.
7. ADDENDA: All changes in connection with this bid will be issued by the Business Office in the form of a written addendum. Signed acknowledgement of receipt of each addendum must be submitted with the bid.
8. LATE BIDS AND MODIFICATION OR WITHDRAWALS: Bids received after the deadline designated in this bid document shall not be considered and shall be returned unopened.
9. BIDS BINDING: All bids submitted shall be binding upon the bidder if accepted by the District within sixty (60) calendar days after the bid opening.
10. EQUIVALENT BIDS: When brand or trade names are used in the bid invitation, it is for the purpose of item identification and to establish standards for quality, style and features. Bids on equivalent items of substantially the same quality, style and features are invited unless items are marked "No Substitute." Equivalent bids must be accompanied by descriptive literature and/ or samples may be required and shall be supplied at no charge to the District.
11. NEW MATERIALS, SUPPLIES AND EQUIPMENT: Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, of recent manufacture, first class in every respect, and suitable for their intended purpose. All equipment shall be assembled and fully serviced, ready for operation when delivered.
12. WARRANTY: Supplies or services furnished as a result of this bid shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the District by any other clause of this bid reserves the right to request from bidders a separate manufacturer certification of all statements made in the Proposal.
13. METHOD OF AWARD AND NOTIFICATION: Bids will be analyzed and the award made to the lowest and best, responsive and responsible bidder(s) whose bid conforms to the specifications and whose bid is considered to be the best value in the opinion of the District.
14. The District reserves the right to reject any or all bids and any part of a bid: to waive informalities, technical defects, and minor irregularities in bids received: and to award the bid on an item by item basis by specified groups of items or to consider bids submitted on an "all or nothing "basis if the bid is clearly designed as such or when it is determined to be in the best interest of the District.
15. The signed bid shall be considered an offer on the part of the bidder: such offer shall be deemed accepted upon the issuance by the District of a Purchase Order or other contractual document.
16. DELIVERY TERMS: All deliveries shall be F.O.B. Destination and all freight charges shall be included in the bid price.
17. DAMAGED AND/OR LATE SHIPMENTS: The District has no obligation to accept damaged shipments and reserves the right to return at the vendor's expense damaged merchandise even though the damage was not apparent or discovered

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until after receipt of the items. The Vendor is responsible to notify the District of any late or delayed shipments. The District reserves the right to cancel all or any part of an order if the shipment is not made as promised.

18. CREDIT TERMS: Bidder shall indicate all discounts for full and/or prompt payment. Discounts shall be considered as a cost factor in the determination of award, except discounts offered for payment within less than ten (10) calendar days. Discounts offered shall be computed from date of receipt of correct invoice or receipt and acceptance of products, whichever is later.
19. SELLER'S INVOICE: Invoices shall be prepared and submitted in duplicate to address shown on the Purchase Order. Invoices shall contain the following information: Purchase Order number, contract number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price and extended totals.
20. TAX EXEMPT: The District is exempt from Federal, State and local taxes by KS-95R26L52. Sites of all transactions under the order(s) that shall be derived from this bid request shall be deemed to have been accomplished within the State of Kansas.
21. SAFETY: All practices, materials, supplies and equipment shall comply with the federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
22. DISCLAIMER OR LIABILITY: The District will not hold harmless or indemnify any bidder for any liability whatsoever.
23. TERMINATION RIGHTS: The District shall have the right to terminate/cancel the Agreement for its convenience and without penalty upon thirty (30) days prior written notice to the vendor.
24. HOLD HARMLESS: The vendor agrees to protect, defend, indemnify and hold the Board of Education, its officers, employees and agents fee and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities or every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The vendor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

NO MUTUAL INDEMNIFICATION:
K.S.A.72-8201a: Contracts; indemnification or hold harmless provisions, void.

(a) It is the public policy of the state of Kansas that all contracts entered into by the board of education of a school district, or any officers or employees thereof acting on behalf of the board, provide that the school district and board of education shall be responsible solely for the district's or board's actions or failure to act under a contract.

(b) The board of education of a school district or any officers or employees thereof acting on behalf of the board shall not have the authority to enter into a contract under which the school district or board agrees to, or is required to, indemnify or hold harmless against damages, injury or death resulting from the actions or failure to act on the part of any party to a contract other than the board or district.

(c) The provisions of any contract entered into in violation of this section shall be contrary to the public policy of the state of Kansas and shall be void and unenforceable.

25. LAW GOVERNING: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
26. ANTI-DISCRIMINATION CLAUSE: No bidder on this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color handicap, sex, national origin, or religious creed.
27. Each bid that must be accompanied by a bid bond that is equal to 5% of the total base bid, payable to Garden City Public Schools – USD 457.
28. For all projects that exceed $100,000 a performance and payment bond must be included in the bid price.

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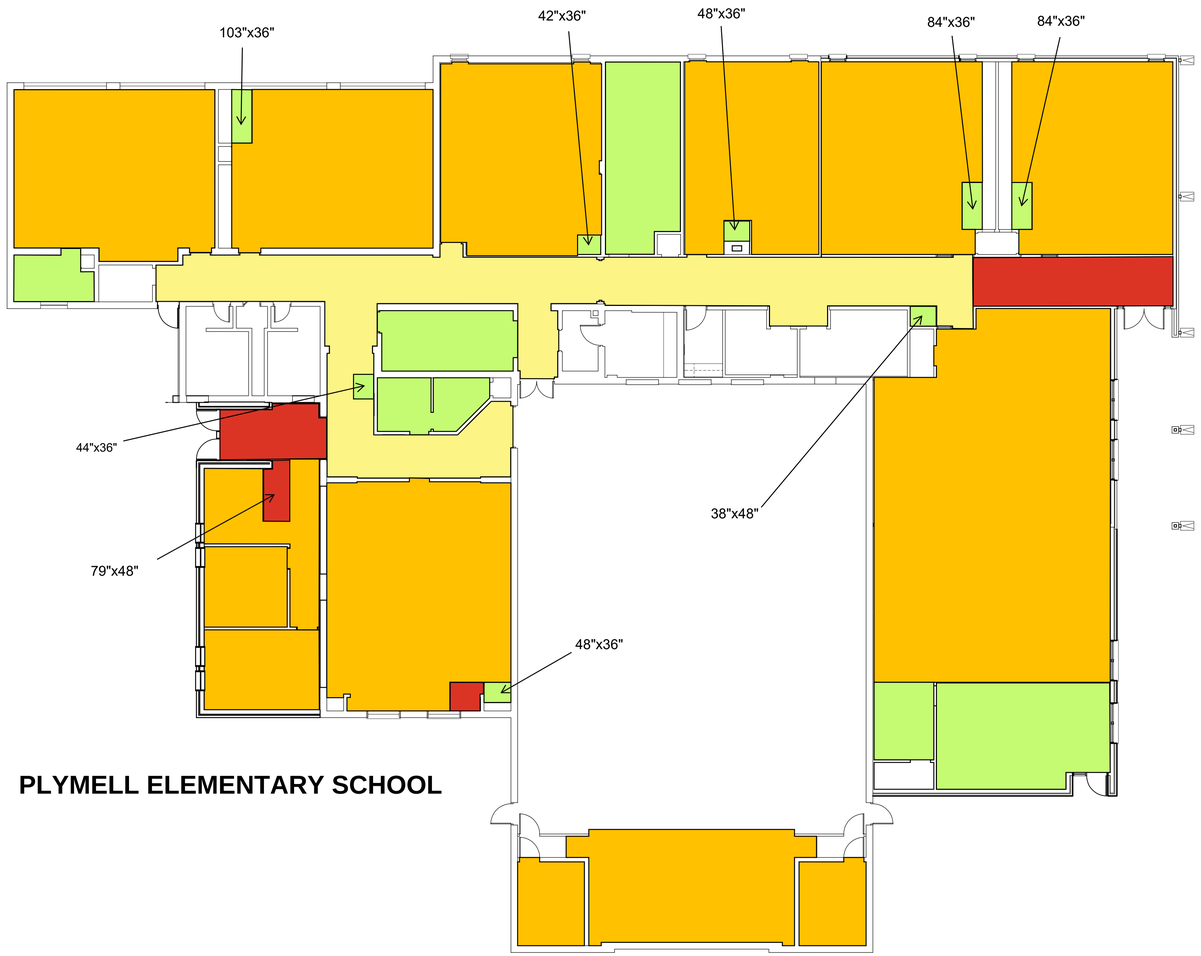
Kansas statute 60-111 requires contractors to provide contractor's performance bonds for all public works projects over $100,000.

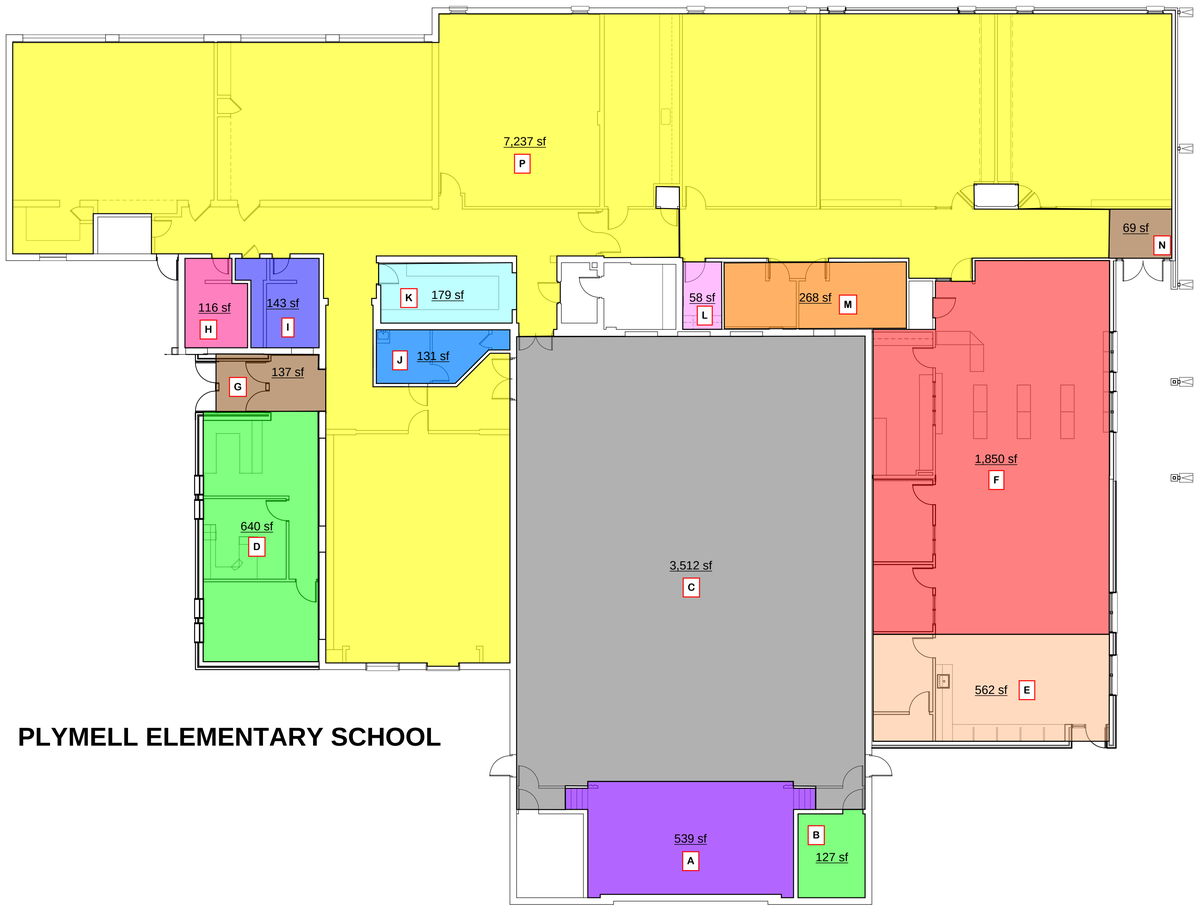
1205 Fleming Street * Garden City, KS 67846 * 620.805.7000 * Fax 620.805.7198
An EEO/AA Employer



PLYMELL ELEMENTARY SCHOOL

LEGEND

- J&J Journey II 7621 - Red Pace 3348
- J&J Catwalk II Walk-off Modular 7268 - Spotlight 1427
- J&J Catalyst 1841 - Impulse 2850
- J&J Step by Step 5mm V5044 - Iron Garnet 1125



LEGEND

- VCT 1
- CARPET 1
- CARPET TILE 1
- CARPET 2
- CARPET TILE 2
- MOSAIC TILE 1
- MOSAIC TILE 2
- VCT 2
- VCT 3
- VCT 4
- CARPET TILE 3
- VCT 5
- CERAMIC TILE

PLYMELL ELEMENTARY SCHOOL

Bidders List
Replace Carpet in Hallways, Classrooms & Offices
Plymell

J&M Paint and Decorating Center
Katie
1615 Buffalo Jones Ave.
Garden City, KS 67846
620.276.3811
jandmpaint@gmail.com

Country Carpets
Mallory Minor
505 S. Broadway Ave. Ste 122
Wichita, KS 67202
316-351-2420
mallory@countrycarpetceramic.com

Star Commercial Flooring
Josh Hazelton
325 S. West Street
Wichita, KS 67213
316-259-5847 P
josh.hazelton@starlumber.com

Vitztum Commercial Flooring
Brian Vitztum
PO Box 642
Hays, KS 67601
785.623.7453
brian@vitztum.com

L&L Flooring
Gil Lewis
112 North Main St.
Garden City, KS 67846
620-275-0499
gil_lewis23@hotmail.com

Stuart & Associates
Joel Bahl
4511 W. Harry
Wichita, KS 67209
316-267-0743
joel@stuartandassociates.com

BID OPENING: April 9, 2026

Bid Tabulations
Flooring: Plymell

Bid 2026-16

Bid Opening: 4/9/2026

Vendor	Bid: Hallways & Entryways	Alternate Bid: Offices	Total Base + Alternate
Country Carpets	**No Bid**	**No Bid**	**No Bid**
J&M Paint & Decorating	**$24,206.43**	**$78,008.57**	**$102,215.00**
L&L Flooring	**No Bid**	**No Bid**	**No Bid**
Star Commercial Flooring	**$13,936.94**	**$51,176.29**	**$65,113.23**
Stuart & Associates	**$41,492.00**	**$64,556.00**	**$106,048.00**
Vitztum Commercial Flooring	**No Bid**	**No Bid**	**No Bid**

RECOMMENDATION: To accept the bid of in the amount of $65,113.23 from Star Commercial Flooring

Payment to be made from budgeted funds in account:	LRF Plan-Flooring	016 E 4700 21 0000 056 05 610

GARDEN CITY PUBLIC SCHOOLS

Plymell School

BID FORM

By signing this bid form, the vendor certifies the equipment being offered meets or exceeds all requirements and conditions of the bid, special provisions and specifications. In compliance with the above and subject to all the conditions hereof, the undersigned offers and agrees to furnish all items upon which prices are quoted, at the price set opposite each item.

The undersigned certifies that no Federal, State, County or Municipal tax is included in the quoted prices and that none will be added. Public schools are EXEMPT. Exemption certificates will be provided upon request.

Pricing *(Unit Cost Including All Options and Less any Applicable Incentives)*

Vendor Name: J & M Paint and Decorating Center, Inc.

Base Bid: Hallways/Corridors $ 24,206.43

Alternate Bid: Classrooms & Offices $ 78,008.57

Total Base + Alternate $102,215.00 + $ 3,066.45 = Performance Bond.
Total $105,281.45

Duration of Project Completion (calendar days): 45 Days

WE HEARBY AGREE TO FURNISH THE ITEMS ON WHICH PRICES ARE QUOTED ABOVE IN ACCORDANCE WITH ALL TERMS AND CONDITIONS PREVIOUSLY LISTED AND ANY ATTACHED SPECIFICATIONS.

Signature: Maurita Koerperich Date: 4-8-2026

Printed Name: Maurita Koerperich Title: Owner

Email: jandmpaint@gmail.com

Addenda to Bid (Y/N) Y
The undersigned bidder does, by their signature below, agree that they received the addenda; that they understand the content of the addenda and shall comply with all of the conditions of the addenda specified.

1205 Fleming Street * Garden City, KS 67846 * 620.805.7000 * Fax 620.805.7198
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Plymell School

GARDEN CITY PUBLIC SCHOOLS

Bidders Signature: Maurita Koerperich Addenda # 1 Date 4-8-2026

Map 356 K

BID FORM

BIDDER IS AN INDIVIDUAL-
- Name of Individual: _____
- Name of Business: _____
- Mailing Address: _____
- Business Phone No.: _____
- Business Fax No.: _____

BIDDER IS A PARTNERSHIP-
- Name of Partnership: _____
- Names of Principal Partners: _____
- Mailing Address: _____
- Business Phone No.: _____
- Business Fax No.: _____
- The full names of all partners: _____

BIDDER IS A CORPORATION-
- Full Corporation Name: J&M Paint and Decorating Center, Inc.
- State of Incorporation: Kansas
- Mailing Address: 1615 Buffalo Jones Ave. - Garden City
- Business Phone No.: 620-276-3811
- Business Fax No.: 620-276-8081
- Name & Address of Resident Agent: James B & Maurita Koerperich 617 N 10th., Garden City, Ks

1205 Fleming Street * Garden City, KS 67846 * 620.805.7000 * Fax 620.805.7198
An EEO/AA Employer

MERCHANTS BONDING COMPANY™
MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

Bid Bond

Bond Number: 529168

CONTRACTOR:
(Name, legal status and address)

J & M Paint & Decorating Center Inc
1615 Buffalo Jones
Garden City, KS 67846

SURETY:
(Name, legal status and principal place of business)
Merchants Bonding Company (Mutual)
A Corporation
6700 Westown Parkway, West Des Moines, IA 50266

OWNER:
(Name, legal status and address)

USD 457
1205 Fleming
Garden City, KS 67846

BOND AMOUNT: Five Percent of Bid Amount
5 %

PROJECT:
(Name, location or address, and Project number, if any)
Plymell Flooring

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 9th day of April, 2026

J & M Paint & Decorating Center Inc

Karen Lubbers
(Witness)

Maurita Koerperich
(Principal) *(Seal)*
Maurita Koerperich Owner
(Title)

Blanca Prieto
(Witness) Blanca Prieto

Merchants Bonding Company (Mutual)
(Surety) *(Seal)*
Gara D. Jarmer
(Title) Gara D Jarmer Attorney-in-Fact

Printed in cooperation with American Institute of Architects (AIA). The language in this document conforms exactly to the language used in AIA Document A310-Bid Bond-2010

Bond #: 529168

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Gara D Jarmer

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 9th day of April ,2026 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By _____

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 9th day of April 2026 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

_____
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 9th day of April , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

_____
Secretary

GARDEN CITY
PUBLIC SCHOOLS

BID FORM

By signing this bid form, the vendor certifies the equipment being offered meets or exceeds all requirements and conditions of the bid, special provisions and specifications. In compliance with the above and subject to all the conditions hereof, the undersigned offers and agrees to furnish all items upon which prices are quoted, at the price set opposite each item.

The undersigned certifies that no Federal, State, County or Municipal tax is included in the quoted prices and that none will be added. Public schools are EXEMPT. Exemption certificates will be provided upon request.

Pricing *(Unit Cost Including All Options and Less any Applicable Incentives)*

Vendor Name: Star Commercial Flooring

Base Bid: Hallways/Corridors $13,936.94

Alternate Bid: Classrooms & Offices $51,176.29

Total Base + Alternate $65,113.23

Duration of Project Completion (calendar days): Base - 3 days, Alternate - 7 days

WE HEARBY AGREE TO FURNISH THE ITEMS ON WHICH PRICES ARE QUOTED ABOVE IN ACCORDANCE WITH ALL TERMS AND CONDITIONS PREVIOUSLY LISTED AND ANY ATTACHED SPECIFICATIONS.

Signature: Josh Hazelton Date: 4/9/26

Printed Name: Josh Hazelton Title: Account Manager

Email: josh.hazelton@starlumber.com

Addenda to Bid (Y/N) _____
The undersigned bidder does, by their signature below, agree that they received the addenda; that they understand the content of the addenda and shall comply with all of the conditions of the addenda specified.

1205 Fleming Street * Garden City, KS 67846 * 620.805.7000 * Fax 620.805.7198
An EEO/AA Employer

GARDEN CITY
PUBLIC SCHOOLS

Bidders Signature: Josh Hazelton Addenda # 1 Date 3/24/26

BID FORM

BIDDER IS AN INDIVIDUAL-

Name of Individual: _____
Name of Business: _____
Mailing Address: _____
Business Phone No.: _____
Business Fax No.: _____

BIDDER IS A PARTNERSHIP-

Name of Partnership: _____
Names of Principal Partners: _____
Mailing Address: _____
Business Phone No.: _____
Business Fax No.: _____
The full names of all partners: _____

BIDDER IS A CORPORATION-

Full Corporation Name: Star Lumber DBA Star Commercial Flooring
State of Incorporation: Kansas
Mailing Address: 325 S. West St., Wichita, KS, 67213
Business Phone No.: 316-942-2221
Business Fax No.: NA
Name & Address of Resident Agent: Jennifer Stephens
325 S. West St., Wichita, KS, 67213

1205 Fleming Street * Garden City, KS 67846 * 620.805.7000 * Fax 620.805.7198
An EEO/AA Employer

USD 457 GARDEN CITY PUBLIC SCHOOLS **BC008637-2**
GARDEN CITY, KS, 67849 ~~**04/08/26**~~

Re: USD 457 PLYMELL ES - BASE BID

Carpet Tile

CPT2, J&J, 1841 Catalyst, Polyester Felt Cushion, Color: 2850 Impulse, 24X24
WOC1, J&J, 7268 Catwalk II, Nexus, Color: 1427 Spotlight, 24X24

Material & Labor **$11,851.49**

Luxury Vinyl Tile

LVT1, J&J, V5044 Step BY Step 5 MM, Color: 1125 Iron Garnet, 18X36

Material & Labor **$446.94**

Resilient Cove Base

Johnsonite 4'' Resilient Cove Base, Color: Black
Johnsonite Transitions As Needed

Material & Labor **$943.72**

Floor Prep

TEC Feather Edge Patch

Material & Labor **$694.79**

Subtotal:	**$13,936.94**
Tax Exempt:	**$0.00**
Total:	**$13,936.94**

** Addendums Noted: 1*
** Pricing is good for 30 days with the exception of any products that are affected by tariffs. Tariff clause must be included in contract.*
** This bid is based on daytime labor rates.*
** Customer will be responsible for moving all furniture, appliances, equipment and plumbing fixtures as needed.*

** Bid is based on resilient base being installed at the same time as the flooring. If otherwise additional charges may apply.*
** Standard floor prep is included. Additional floor prep will be charged at $45.00 per man hour plus materials*
** Demo is excluded. All old adhesive and/or mortar is to be removed by the demo contractor.*
** Exclusions: Slab moisture testing. Application of slab moisture mitigation systems. Slab pH adjustments. Non-standard floor prep (i.e. dimples/chatter in substrate more than 1" wide or 1/8" deep, variations at saw cuts greater than 1/8"). Protective covering of newly installed finishes. Grout sealer unless specified. Sealing/Waxing/Topical Protective Coatings of any kind (Ref submittals or contact your sales person for manuf. requirements). Additional insurance requirements above what is currently held by Star Commercial Flooring. Bonds and their associated costs not listed in the specifications. Results of these exclusions could lead to a potential change order.*

Josh Hazelton
Star Commercial Flooring
316.259.5847

USD 457 GARDEN CITY PUBLIC SCHOOLS **BC008637-3**
GARDEN CITY, KS, 67849 ~~**04/08/26**~~

Re: USD 457 PLYMELL ES - ALTERNATE BID

Carpet Tile

CPT1, J&J, 7621 Journey II, Nexus, Color: 3348 Red Pace, 18X36
WOC1, J&J, 7268 Catwalk II, Nexus, Color: 1427 Spotlight, 24X24

Material & Labor **$36,126.04**

Luxury Vinyl Tile

LVT1, J&J, V5044 Step BY Step 5 MM, Color: 1125 Iron Garnet, 18X36

Material & Labor **$8,546.44**

Resilient Cove Base

Johnsonite 4'' Resilient Cove Base, Color: Black
Johnsonite Transitions As Needed

Material & Labor **$3,239.91**

Floor Prep

TEC Feather Edge Patch

Material & Labor **$3,263.90**

Subtotal:	**$51,176.29**
Tax Exempt:	**$0.00**
Total:	**$51,176.29**

** Addendums Noted: 1*
** Pricing is good for 30 days with the exception of any products that are affected by tariffs. Tariff clause must be included in contract.*
** This bid is based on daytime labor rates.*
** Customer will be responsible for moving all furniture, appliances, equipment and plumbing fixtures as needed.*

** Bid is based on resilient base being installed at the same time as the flooring. If otherwise additional charges may apply.*
** Standard floor prep is included. Additional floor prep will be charged at $45.00 per man hour plus materials*
** Demo is excluded. All old adhesive and/or mortar is to be removed by the demo contractor.*
** Exclusions: Slab moisture testing. Application of slab moisture mitigation systems. Slab pH adjustments. Non-standard floor prep (i.e. dimples/chatter in substrate more than 1" wide or 1/8" deep, variations at saw cuts greater than 1/8"). Protective covering of newly installed finishes. Grout sealer unless specified. Sealing/Waxing/Topical Protective Coatings of any kind (Ref submittals or contact your sales person for manuf. requirements). Additional insurance requirements above what is currently held by Star Commercial Flooring. Bonds and their associated costs not listed in the specifications. Results of these exclusions could lead to a potential change order.*

Josh Hazelton
Star Commercial Flooring
316.259.5847

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Star Lumber & Supply Co., Inc. dba Star Commercial Flooring

325 S. West Street, Wichita, KS 67213

as Principal, hereinafter called the Principal, and Fidelity and Deposit Company of Maryland

1299 Zurich Way, Shaumburg, IL 60196-1056

a corporation duly organized under the laws of the State of IL
as Surety, hereinafter called the Surety, are held and firmly bound unto Garden City Unified School District #457

1205 Fleming St., Garden City, KS 67846

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars ($ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

USD 457 Plymell ES

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 9th day of April, 2026

Star Lumber & Supply Co., Inc. dba Star Commercial Flooring
(Principal) *(Seal)*

(Witness)

By: _____
(Title)

Fidelity and Deposit Company of Maryland
(Surety) *(Seal)*

Todd Rambo *(Witness)*

By: _____
(Title)

Clara R Navarro Abela , Attorney-in-fact

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Clara R. NAVARRO ABELA, Myriah A. ANDERSON, Todd Alan RAMBO, Desiree E. WESTMORELAND, Timothy Craig SMITH, Alycia Marie HOEBENER of Wichita, Kansas,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 29th day of May, A.D. 2025.

SEAL SEAL SEAL

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Christopher Nolan
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 29th day of May, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
Notary Public
My Commission Expire January 2[illegible] 2029

Fidelity and Deposit Company of Maryland CORPORATE SEAL A8850 1890

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 9th day of April, 2026.

SEAL SEAL SEAL

MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

GARDEN CITY PUBLIC SCHOOLS

BID FORM

By signing this bid form, the vendor certifies the equipment being offered meets or exceeds all requirements and conditions of the bid, special provisions and specifications. In compliance with the above and subject to all the conditions hereof, the undersigned offers and agrees to furnish all items upon which prices are quoted, at the price set opposite each item.

The undersigned certifies that no Federal, State, County or Municipal tax is included in the quoted prices and that none will be added. Public schools are EXEMPT. Exemption certificates will be provided upon request.

Pricing *(Unit Cost Including All Options and Less any Applicable Incentives)*

Vendor Name: Stuart & Associates

Base Bid: Hallways/Corridors $41,492.00

Alternate Bid: Classrooms & Offices $64,556.00

Total Base + Alternate $106,048.00 + $3,181 (if both options are taken)

Duration of Project Completion (calendar days): 30 Days

WE HEARBY AGREE TO FURNISH THE ITEMS ON WHICH PRICES ARE QUOTED ABOVE IN ACCORDANCE WITH ALL TERMS AND CONDITIONS PREVIOUSLY LISTED AND ANY ATTACHED SPECIFICATIONS.

Signature: _____ Date: 4/9/26

Printed Name: Joel Bahl Title: Project Manager

Email: joel@stuartandassociates.com

Addenda to Bid (Y/N) Y (1 Clarification)

The undersigned bidder does, by their signature below, agree that they received the addenda; that they understand the content of the addenda and shall comply with all of the conditions of the addenda specified.

1205 Fleming Street * Garden City, KS 67846 * 620.805.7000 * Fax 620.805.7198
An EEO/AA Employer

GARDEN CITY
PUBLIC SCHOOLS

Bidders Signature: Addenda # Date

BID FORM

☐ BIDDER IS AN INDIVIDUAL-

Name of Individual: _____
Name of Business: _____
Mailing Address: _____
Business Phone No.: _____
Business Fax No.: _____

☐ BIDDER IS A PARTNERSHIP-

Name of Partnership: _____
Names of Principal Partners: _____
Mailing Address: _____
Business Phone No.: _____
Business Fax No.: _____
The full names of all partners: _____

☒ BIDDER IS A CORPORATION-

Full Corporation Name: Stuart & Associates Commercial Flooring
State of Incorporation: Kansas
Mailing Address: 4611 W Harry St, Wichita, KS 67209
Business Phone No.: 316-267-0743
Business Fax No.: _____
Name & Address of Resident Agent: _____
_____

1205 Fleming Street * Garden City, KS 67846 * 620.805.7000 * Fax 620.805.7198
An EEO/AA Employer

Stuart & Associates
commercial flooring

BID FORM

Attn:	Brandon Anderson / Jessica Northern USD 457 Garden City	Date: Valid For:	Apr 09, 2026 60 Days
Bid #: **Re:**	1 USD 457 Plymell Elementary	Addendums: Plan Date:	1 Clarification Apr 08, 2026

SCOPE OF WORK

BASE BID

	Material Name	Bid Amount
		$41,492
LVT-1	J&J | STEP BY STEP V5044 | IRON GARNET 1125	
CPT-2	J&J | CATALYST 1841 | IMPULSE 2850	
WOC-1	J&J | CATWALK II 7268 | SPOTLIGHT 1427	
RB-1	TARKETT | VINYL | BLACK | 4 X 120	
Demo & GS	DEMO & GLUE SCRAPING	
	DUMPSTER RENTAL	

ALT

	Material Name	Change Amount
		+$64,556
CPT-1	J&J | JOURNEY II 7621 | RED PACE 3348	
LVT-1	J&J | STEP BY STEP V5044 | IRON GARNET 1125	
RB-1	TARKETT | VINYL | BLACK | 4 X 120	
Demo & GS	DEMO & GLUE SCRAPING	
	DUMPSTER RENTAL	

** Measurements based on Plymell Colored Map provided by school district.

Summary:

Base Bid	**$41,492**
ALT	**$64,556**
Total	**$106,048**
Bond (if required)	**$3,181**

PROJECT NOTES:
- Demo & Glue Scraping
- F&I LVT
- F&I Carpet Tile
- F&I Walk Off Carpet
- F&I Vinyl Base

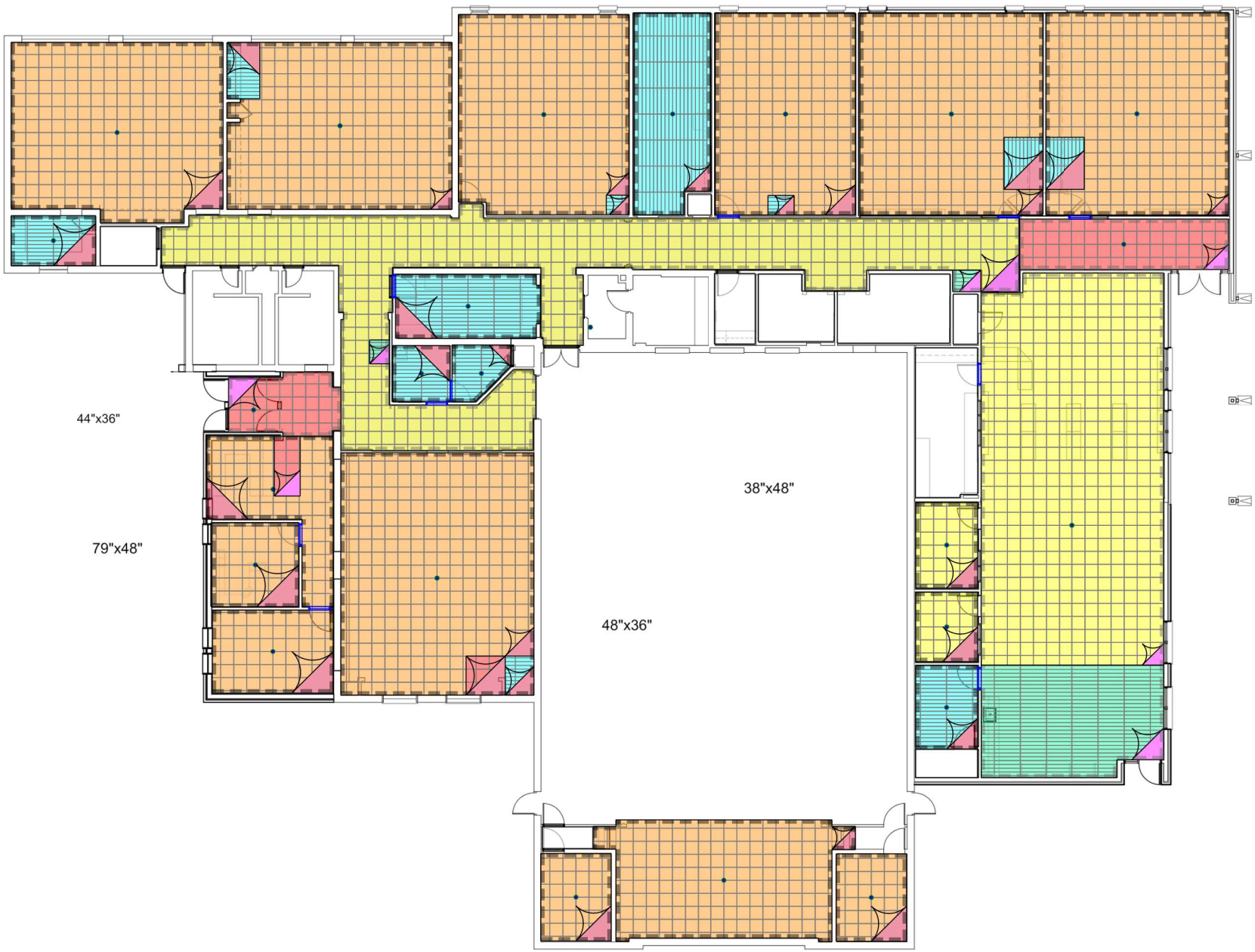
JOB SPECIFIC EXCLUSIONS:
- Bonds (Add 3%)
- Epoxy Grout
- Sealed/Polished Concrete
- Sales Tax
- Asbestos Removal/Remediation

EXCLUSIONS:
- Excessive Patching (+/- 1/8" over 10')
- Filling
- Leveling
- Skimcoating
- Waxing
- Cleaning & Protection of Floors.

Sincerely,
Joel Bahl
joel@stuartandassociates.com

Seller _____ Date _____ Buyer _____ Date _____
Stuart & Associates Commercial Flooring

PHONE: 316-267-0743 | FAX: 316-267-7819 | WWW.STUARTANDASSOCIATES.COM | 4611 W HARRY WICHITA KS. 67209


44"x36"
79"x48"
38"x48"
48"x36"
523

REMEDIATION CONTRACTORS, INC.
1514 S. Mosley Wichita KS 67211-3332 316 269-1549 316 267-2588
ENVIRONMENTAL and SPECIALTY CONTRACTORS

9 April 2026

Via Email: bstoppkotte@gckschools.com

USD 457 Plant Facilities
4665 US 50
Garden City, KS 67846

Attn: Brad Stoppkotte

Re : Plymell Elementary School, 20 W. Plymell Road, Garden City, Kansas
Removal and Disposal of Asbestos-Containing Materials
RCI Proposal No. 26-04-054

Dear Mr. Stoppkotte:

1.0 We propose to furnish all labor, materials, insurance, temporary facilities, permits and incidentals to perform subject work in strict accordance with current statutes and regulations of Federal, State and local agencies having jurisdiction of this work as follows:

1.1 United States Environmental Protection Agency (USEPA).
1.2 United States Occupational Safety and Health Administration (OSHA).
1.3 United States Department of Transportation (USDOT).
1.4 National Emission Standards for Hazardous Air Pollutants (NESHAPS).
1.5 Asbestos Hazard Emergency Response Act (AHERA)
1.6 Kansas Administrative Regulation (K.A.R.) 28-50 entitled "State of Kansas Asbestos Control Regulations", administered by the Kansas Department of Health and Environment (KDHE).

2.0 The proposed LUMP SUM AMOUNT for the work described above, subject to the conditions below, is: **FORTY THOUSAND NINE HUNDRED THIRTY AND NO/100 DOLLARS ($ 40,930.00).**

2.1 The work consists of removal and disposal of approximately 10,720 square feet of carpet, asbestos-containing floor tile and floor tile adhesive located throughout the building.

2.2 We propose to perform the work as scheduled by USD 457.

3.0 INSURANCE shall be provided as follows:

3.1 General liability insurance, "occurrence form", with specific coverage for asbestos abatement, $ 1,000,000.00 per occurrence, in the aggregate amount of $ 2,000,000.00.
3.2 Automobile liability insurance coverage in the combined single limit of $ 1,000,000.00.
3.3 Worker's compensation insurance coverage in the statutory limits and Employers' Liability coverage of $ 1,000,000.00.

4.0 OTHER CONDITIONS:

4.1 We shall have the use of existing water and electrical power at no cost to us for use thereof, or for service charges.
4.2 Moveable items shall be removed by others prior to our arrival.
4.2 We request payment within thirty days of our completion of the work and of our providing project closeout documentation

If you have questions or need anything further, please advise. We appreciate the opportunity to be of service.

Very truly yours, REMEDIATION CONTRACTORS, INC., Tyler Conway, President

Wichita, Kansas • Atlanta, Georgia • Tulsa, Oklahoma • Phone: (888) 264-7050 • www.iSiIndustrial.com

April 30, 2026

Bradley Stoppkotte
Garden City Public Schools USD 457
4665 E. Hwy 50
Garden City, Kansas 67846
Email: bstoppkotte@gckschools.com

RE: Removal of Asbestos-Containing Floor Tile, Black Mastic and Carpet

Dear Mr. Stoppkotte:

iSi Industrial Services (iSi) is pleased to submit the following quote for the remediation of asbestos-containing floor tiles, black mastic, and carpet from Plymell and Jenni Barker Elementary Schools in Garden City, Kansas. Below is a description of the project along with the associated fees.

SCOPE OF WORK

iSi will remove and dispose of approximately 10,868 square feet of asbestos-containing floor tile, black mastic, and carpet (without the removal of glue on the hardwood floor) at Plymell Elementary School. Additionally, iSi will remove 9,978 square feet of asbestos-containing floor tile, black mastic, and carpet (also without glue removal on the hardwood floor) at Jenni Barker Elementary School.

This scope of work was outlined in emailed drawings and confirmed during a site visit by Bradley Stoppkotte and Luis Guzman on April 22, 2026. iSi will ensure compliance with all OSHA, EPA, and KDHE requirements for the removal of asbestos-containing materials.

INVESTMENT

Service Description	Amount
Labor, Material, and Equipment: Plymell Elementary School	$41,880.00
Labor, Material, and Equipment: Jenni Barker Elementary School	$38,650.00

SPECIAL CONDITIONS

- Quote is for a lump sum investment.
- Quote is good for 30 days unless extended.
- Quote does not include applicable sales tax.

- Quote is based on straight time and overtime rates.
- If during removal activities conditions vary from the scope outlined above, all work will cease. The scope will be re-evaluated and a change order submitted if appropriate. Work will resume upon receipt of signed order or written authorization to proceed.

NOTICE TO PROCEED

Please sign and return the attached Professional Services Agreement. Work can be scheduled upon receipt of a signed copy of the agreement. A copy of the signed agreement will be returned for your records. This proposal is considered valid for a period of 30 days from the date of issue.

INSURANCE

iSi is fully insured to protect the assets of clients. Insurance coverage includes:

- Workers Compensation and Employer's Liability
- Comprehensive General Liability and Property Damage
- Contractor Pollution Liability
- Automotive Public Liability and Property Damage
- Professional Liability

Please note that proposal pricing is based on standard insurance coverage. Increases in limits or additional insured requirements may result in an increase in pricing.

If you have any questions or comments, please do not hesitate to call me at (316) 264-7050 or send an email to lguzman@iSiindustrial.com.

Sincerely,

Luis Guzman
Estimator/Planner

Attachment: Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

Asbestos-Containing Floor Tile, Black Mastic and Carpet Removal from Plymell and Jenni Barker Elementary Schools

This Agreement is entered into this _____ day of _____, 2026 between Integrated Solutions Inc., dba iSi Environmental and dba iSi Industrial Services (iSi), a Kansas corporation, and Garden City USD 457 (Client) (iSi and Client are each a "party," and collectively the "parties"). Subject to and in consideration of the mutual promises, conditions, and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **NATURE OF ENGAGEMENT**. Client retains iSi to perform the professional services (the "Services") described in the Proposal attached hereto (the "Proposal"), during the time(s) specified and at such location(s) (the "Site") listed in the Proposal, as the same may be modified from time to time pursuant to this Agreement.

2. **EXCLUSIONS**. Except as expressly stated in the Proposal, as the same may be amended by the written agreement of the parties, the Services do not include and iSi has no obligation to perform Services (a) where such performance would involve materially increased cost or time resulting from a subsurface, hidden, latent, or physical condition at the Site that was not fully disclosed by Client and incorporated in the Proposal or was not known to iSi prior to entering into this Agreement; (b) for restoration of the Site resulting from the Services, including without limitation, from drilling, boring, or taking samples; or (c) involving the transportation, storage, treatment, remediation, or disposal of hazardous substances, pollutants, or contaminants, whether or not directly or indirectly generated from iSi's performance of the Services, or that would cause or deem iSi to be a "generator," "transporter," "owner," or "treater" of hazardous waste or hazardous materials or the "owner" or "operator" of any Site, as such terms are defined under applicable state or federal law. As between Client and iSi, Client warrants that title to all hazardous substances, pollutants, or contaminants originating on or removed from the Site will remain with Client and Client will not challenge its ownership of the same.

3. **CHANGES IN SCOPE OF SERVICES**. Client understands that by reason of the nature of the engagement, changes in the Services may be necessary or appropriate. Client may from time-to-time request changes in the Services, each of which shall be subject to iSi's approval at iSi's discretion. Except as prohibited elsewhere in this Agreement, iSi will be deemed to have accepted a change in the Services on the earliest of (a) iSi's written acceptance or amendment to the Proposal; (b) when iSi or its delegee or subcontractor begins to perform the Services, as modified by the change; or (c) iSi commits resources or engages a subcontractor or incurs costs for the performance of the Services, as modified by the change. Additionally, changes in the Services may be necessary because a condition or event described in Section 3(a). Unless specified in the Proposal or agreed in writing by iSi, iSi will be additionally compensated for the changes in the Services at iSi's then-current standard hourly rates plus out-of-pocket expenses incurred.

4. **STANDARD OF CARE**. Subject to the terms, conditions, and limitations of this Agreement, iSi will use commercially reasonable efforts to perform the Services in accordance with the Proposal, and to the extent not specified in the Proposal, in accordance with the generally accepted and currently recognized practices of its profession for like services in the locality where the Services are performed. Client's acceptance of the Services and/or Deliverables occurs on the earliest of (a) the date when iSi demonstrates to Client that the Service and/or Deliverables conform to the requirements of this Agreement, (b) the date when Client has placed the Services or Deliverables to its beneficial use, or (c) ten (10) days after delivery of the Services or Deliverables and Client has not given iSi notice of the Service's or Deliverable's nonconformance with this Agreement. Upon a timely receipt of notice specifying in detail the nonconformance of the Services and/or Deliverables with the requirements of this Agreement, iSi will investigate the claim, and if iSi reasonably finds the Services or Deliverables to be nonconforming, iSi will re-perform the Services or correct the Deliverables. If iSi is unable to re-perform the Services or correct the Deliverables within a reasonable time, iSi will refund to Client the amount paid to iSi related to the portion of the Services or Deliverables subject to the nonconformity. This section states iSi's sole obligation and Client's exclusive remedy arising out of or related to the any claim with respect to the Services or Deliverables.

5. **CLIENT'S OBLIGATIONS**. Unless expressly stated in the Proposal, the Services do not include and Client will provide the following to iSi and its personnel at Client's cost: (a) those items or services specified in the Proposal as the responsibility of Client; (b) full, free, and safe access and use, including parking, to those portions of the Site as necessary to perform the Services; (c) work space, computer hardware, internet access, and utilities reasonably necessary to perform the Services at the Site; (d) all approvals, permits, and licenses required from governmental authorities necessary to perform the Services; (e) all known, potential, or possible information or data within Client's possession, control, or knowledge concerning health or safety hazards, file data for processes which have occurred and substances that have been a part of such processes, the location of subsurface structures (including for example, pipes, tanks, cables, and utilities), and all environmental investigations or remediation work conducted, in each case on, in, or near the Site; (f) comply and cause Client's employees, agents, visitors, and others to comply with iSi's requirements regarding access to and control of the Site; and (g) full cooperation with iSi and its personnel as necessary to perform or facilitate the Services as requested by iSi. Client represents and warrants that it owns or has sufficient rights and authority to use and grant to iSi and its personnel the right of access and use of the foregoing in the manner contemplated by this Agreement.

6. **DOCUMENTS**. Provided that Client complies with all of its obligations under this Agreement, including without limitation, payment obligations, Client may retain copies of the reports, technical drawings, specifications, plans, project manuals, training materials, and bid and contract documents prepared and delivered by iSi on behalf of Client with respect to the Services (the "Project Documents"), but excluding iSi's internal memoranda, notes, or correspondence relating to the Services. Client may use the Project Documents only in connection with Client's ownership and maintenance of the Site. Without limiting Client's other obligations under this Agreement, Client may not and may not permit any other person to use, disclose, transfer, or rely upon the Project Documents, except as expressly permitted under this Agreement, as approved by iSi in writing at iSi's discretion, or as required by applicable law. Except as expressly provided in this Section 6, iSi reserves all rights in the Project Documents. Client will indemnify, defend, and hold harmless iSi and its officers, directors, employees, and agents from and against any claims, losses, damages, liabilities, or expenses (including without limitation, attorneys' fees) arising out of or related to Client's breach of this Section.

7. **COMPENSATION AND PAYMENT**.

(a) Compensation. Client will pay to iSi the compensation and fees stated in the Proposal, as amended by this Agreement, or if not specified in the Proposal, in accordance with iSi's then-current rates for its personnel who perform the Services. Client agrees that compensation due to iSi shall be paid in accordance with this Agreement, regardless of whether Client makes any use of Services or Deliverables. iSi's compensation is not contingent upon the result of any Services or upon any transaction involving Client or the Site. Unless expressly stated otherwise, any fees stated are only estimates, and the actual fees and expenses may differ.

(b) Expenses. Client will reimburse iSi for those costs and expenses specified in the Proposal and, except as specified in the Proposal, such other costs and expenses incurred by iSi arising out of or in connection with the performance of the Services and providing the Deliverables. Client agrees that iSi may add a surcharge, not to exceed twenty percent (20%), for reimbursable costs and expenses not specified in the Proposal.

(c) Payment. Client will pay iSi for amounts due as specified in the Proposal, or if not specified in the Proposal on a monthly basis or upon completion of the Services (if earlier) upon issuance of iSi's invoice, without deduction or set-off. Payment is due thirty (30) days from the date of the invoice. If payment is not made when due, a late payment fee will be chargeable to Client equal to 1.5% per month (or the highest rate allowed by law, if less) of the amount past due until paid in full. Client will pay iSi's expenses for collection of past due amounts, including without limitation, attorneys' fees, costs, and expenses. In addition, after giving seven days prior written notice to Client, iSi may suspend its Services until iSi has been paid in full or at iSi's election terminate the Services. If the Services are renewed, Client shall reimburse iSi for all its costs directly related to the suspension and startup. iSi's remedies under this section are in addition to any other remedies available to iSi.

(d) Taxes. All amounts due are exclusive of any foreign, state, or local sales, value-added, withholding, or taxes, duties, fees, excises, or tariffs arising out of or related to this Agreement, the Proposal, the Services, or the Deliverables (collectively, "Taxes"). Client is responsible for, and if applicable, will reimburse iSi within thirty (30) days of request for all Taxes and any related interest or penalties, except for taxes imposed on iSi's net income.

8. **DISCLAIMERS AND LIABILITY**.

(a) Disclaimers. THE SERVICES AND DELIVERABLES ARE PROVIDED ON AN "AS IS" BASIS ONLY, AND ISI MAKES NO PROMISES, REPRESENTATIONS, OR WARRANTIES, WHETHER EXPRESSED, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. ISI DOES NOT WARRANT OR REPRESENT THAT THE DELIVERABLES OR RESULTS OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ANY DEFECTS IN THE SERVICES OR DELIVERABLES ARE CORRECTABLE OR WILL BE CORRECTED.

(b) Limitations of Liability. Client agrees that iSi and its affiliates and their respective officers, directors, owners, employees, and agents will not be liable for any special, indirect, incidental, exemplary, punitive, or consequential damages, or for any damages whatsoever resulting from loss of use, data, or profits, arising out of or in connection with this Agreement, the Services, or the Deliverables, or for any other reason, regardless of the form of action (whether in contract, tort, negligence, gross negligence, willful act, strict liability, or otherwise), and whether or not iSi has been advised of the possibility of such damages. In no case will iSi's total liability to Client exceed the amount actually paid by Client to iSi related to the Services or Deliverables subject to the claim.

(c) Limited Action. Client may not commence an action against iSi or its affiliates or their respective officers, directors, owners, employees, or agents more than one (1) year after the cause of action accrues.

9. **TERMINATION**.

(a) By Client. Client may terminate iSi's Services upon written notice to iSi in the event iSi breaches its obligation under this Agreement and fails to cure such breach within a reasonable time after receipt of such notice.

(b) By iSi. iSi may immediately terminate this Agreement (i) seven (7) days after notice to Client of nonpayment of any amounts then due and owing; (ii) upon Client's dissolution, winding-up, insolvency, or inability to pay its debts as they become due, or institution of bankruptcy or insolvency proceedings by or against Client, or the appointment of a trustee or receiver of Client's properties or business; or (iii) upon any other breach of this Agreement by Client that is not cured by Client within a reasonable time (not to exceed thirty (30) days) after notice by iSi. These are in addition to any other rights of termination or suspension stated in this Agreement.

(c) Actions on Termination. Upon termination of this Agreement for any reason, (i) Client will immediately pay to iSi the total fees for all Services rendered and costs incurred to the date of termination, plus all costs iSi incurs as a result of the termination, (ii) all licenses granted under this Agreement will immediately cease, and (iii) each party will perform such other obligations specified in this Agreement on or after termination.

(d) Survival. Each party's obligations under Sections 7, 8, 9, 11, and 14 will survive the expiration or termination of this Agreement.

10. **INSURANCE**. During the term of this Agreement, iSi will maintain, at its sole expense, the following insurance policies:

(a) Worker's Compensation as required by law in the state(s) of the Site and Employer's Liability with limits of $1,000,000/$1,000,000/$1,000,000;

(b) Commercial General Liability with a limit of $1,000,000 each occurrence for Bodily Injury and Property Damage and including Broad Form Property Damage, and Contractual Liability;

(c) Business Automobile Liability including hired, rented, owned and non-owned automobiles with combined single limit each occurrence of $1,000,000 for Bodily Injury and Property Damage;

(d) Professional Liability Policy for Environmental Consultants (Errors and Omissions) with a limit of $1,000,000/Claim.

Certificates for such insurance will be provided at Client's request.

11. **COVENANTS**.

(a) Confidential Information. Confidential Information shall mean (i) in the case of Client, all information disclosed to iSi which relates to Client's past, present, and future research, development, and/or business activities; and (ii) in the case of iSi, the terms and conditions of this Agreement, the Deliverables, the Project Documents, and iSi's business methods. Each party will hold the Confidential Information of the other party in trust and confidence, and will not disclose the Confidential Information of the other party to any person, firm, or corporation, or use for its own business or benefit, except as necessary to perform an obligation under this Agreement. These obligations of confidentiality, non-disclosure, and non-use shall continue in full force and effect for ten (10) years after expiration or termination of this Agreement. Upon termination or expiration of this Agreement, each party, upon written request, will return to the other party all of the other party's Confidential Information within its possession or control, or at the other party's election, destroy the same, provided however that iSi may retain such Confidential Information as is reasonably necessary to comply with statutory and regulatory requirements applicable to iSi, including auditing standards, and Client may retain a copy of the Project Documents for use as licensed under Section 6. The obligations of this section do not apply to the extent that any Confidential Information (a) becomes generally available to the public other than as a result of the wrongful act of the receiving party; (b) was available to a party on a non-confidential basis prior to the disclosure to the party; (c) becomes available to a party on a non-confidential basis from a source other than the other party, provided that such source is not prohibited from transmitting the information to the party by any contractual, legal, or fiduciary obligation; or (d) is required to be disclosed by a court or governmental agency, provided that the party gives the other party prompt notice of such order and the opportunity to intervene, if allowed by law.

(b) Non-solicitation. Client understands that iSi's employees are assigned to render temporary service and are not assigned to become employed by Client. Client acknowledges that considerable expense has been incurred by iSi to recruit, train, and maintain its personnel. Accordingly, Client will not, during the term of this Agreement and for one year following termination or expiration, solicit or hire nor interfere with the employment relationship of any person who was an employee of iSi at any time during the term of this Agreement. In the event of such employment, Client agrees to compensate iSi the greater of $25,000 or three months of compensation rate of such personnel.

12. **INDEPENDENT CONTRACTORS**. The parties acknowledge that Client and iSi are independent contractors, and that nothing herein shall be construed to establish any partnership, joint venture, fiduciary, principal/agent or any other relationship between the parties.

13. **NOTICES**. All notices provided for by this Agreement shall be made in writing either by actual delivery of the notice or by the mailing of the notice through the United States mail, certified mail, return receipt requested, to the address of the party listed in this Agreement (or such other address specified by the party upon not less than 30 days' prior written notice to the other party). Any notice delivered shall be deemed to be received on the date of its actual receipt by the party entitled thereto and any notice mailed pursuant to this paragraph shall be deemed received on the third day after the date of its mailing.

14. **MISCELLANEOUS**.

(a) Force Majeure. Except for Client's payment obligations under this Agreement, neither party will be liable for any failure or delay in performance under this Agreement which might be due in whole or in part, directly or indirectly, to any contingency, delay, failure, or cause of any nature beyond the reasonable control of such party. Such causes include, without limitation, fire, explosion, earthquake, flood or other weather, unavailability of necessary utilities or materials, strike, lockout, other labor difficulties, war, act of terrorism, riot, act of God, law, regulation, or order of government or other public authorities, failure of suppliers, or failure of the other party to perform an obligation hereunder.

(b) Choice of Law and Venue. This Agreement shall be deemed entered into in Sedgwick County, Kansas, and shall be governed by the laws of the State of Kansas. Any litigation between the parties arising out of or related to this Agreement shall be conducted exclusively in a court sitting Sedgwick County, Kansas. Neither party shall assert that another jurisdiction is a more convenient forum in which to litigate.

(c) Binding Obligation. This Agreement shall be binding upon and inure to benefit of the parties and their respective successors; provided, however, neither party shall assign this Agreement, in whole or in part, without prior written consent of the other. Except as expressly stated in this Agreement, no third party will be a beneficiary of the parties' obligations under this Agreement. iSi may delegate or subcontract the Services, in whole or in part, provided, however that iSi will remain responsible for the performance of its delegees and subcontractors.

(d) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of this Agreement is unenforceable or invalid under applicable law, such provision shall be ineffective only to the extent of such unenforceability or invalidity, and the remaining provisions of this Agreement shall continue to be binding in full force and effect.

(e) Integration and Amendments. This Agreement represents the entire understanding of the parties, and each party acknowledges there are no other warranties, representations, covenants, or understandings of any kind other than those expressly contained in this Agreement. No prior or contemporaneous proposals, statements, Client purchase orders, course of dealing, or usage in trade will be part of this Agreement, all of which the parties expressly reject. Except as expressly stated herein, this Agreement may only be amended by a written instrument executed by duly authorized representatives of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

Integrated Solutions, Inc.

By: _____

Name:_____

Title: _____

Address:
Integrated Solutions, Inc.

Attn:_____
215 S. Laura
Wichita, KS 67211

Garden City USD 457

By: _____

Name:_____

Title: _____

Address:
Garden City USD 457

Attn:_____
4665 E Hwy 50
Garden City, KS 67846

ACM Removal, LLC
8610 E 34th Street N, Ste. 2
Wichita KS 67226
www.acm-removal.com

Phone: 316-684-1800
Fax: 316-684-2500
jobs@acm-removal.com

April 28, 2026

ACM Proposal 26-082

Attn: Mr. Bradley Stoppkotte
USD 457
1205 Fleming St.
Garden City, KS 67846

620-805-8709
bstoppkotte@gckschools.com

RE: Proposal and Agreement, Asbestos Remediation Project
Remove Carpet and Asbestos-Containing Flooring from the Jennie Barker and Plymell Schools

Dear Brad,

We appreciate you contacting us about this job and excited about the prospect of working together. We are a veteran-owned and operated company that has done a lot of work in schools, including for nearby schools in places like Montezuma, and in large districts like Hutchinson, Wichita, Hays, and Pittsburg. We've removed millions of square feet of asbestos-containing flooring and are the area's top-rated remediation contractor, so we're confident we'll perform well for you on this job. Our team includes several of the state's most experienced remediation workers, which helps us complete jobs safely and on schedule. If you'd like to speak with other school maintenance leaders, we could put you in touch with them to ask about our performance.

We propose to furnish all labor, materials, insurance, permits, and incidentals to complete this project in compliance with EPA, OSHA, and KDHE regulations.

Bid: Our fee for this project, subject to the terms below, is:

Eighty-One Thousand, Seven Hundred and Eighty Dollars ----------	$81,780
Cost per Incremental SF ----------	$3.85

Work Scope: We will remove and dispose of ~20,850 SF of carpet and asbestos-containing floor tile and mastic from the Jenny Barker and Plymell elementary schools this summer. If the actual amount of flooring the District wants removed deviates by more than 500 SF from 20,850 SF, up or down, we will adjust our fee by $3.85 per SF for the total amount of the deviation.

Schedule/Timing: We schedule jobs once they're confirmed, so our schedule changes often. Right now, we are booked for the next several weeks, but could start this work in June and expect it will take a few weeks.

Key Terms & Bid Qualifications:

a. We will invoice monthly and upon project completion. Per KS law, payment is due within 30 days of invoicing.
b. Our proposal assumes that idemnification is limited to fault or negligence and capped at the greater of the contract fee or the proceeds from our insurance for the indemnifiable event; that our workers are not subject to Davis-Bacon wage rates; and that we are not required to obtain bonding.
c. This proposal assumes that others remove all classroom furniture, equipment/decorations, supplies, and any trim you want to save out of the work areas prior to our arrival; that others will vacate the work areas throughout the project; and that we can access the work areas from 7am to 5:30pm on Mondays through Saturdays.

d. The Asbestos Hazard Emergency Response Act (AHERA) does not require the District to obtain third party air sampling for this project because we are removing non-friable materials. If you would like third party sampling/testing, we cannot pay or coordinate it. If not, we will take air samples when we finish removal activities that will be analyzed by a third-party laboratory.
e. We will remove and dispose of the asbestos-containing materials, but are not responsible for applying degreaser or other floor preparation activities, or for removing residual colorization from the mastic.
f. Some paint may peel off where we use tape to erect plastic barriers. We seek to minimize this by using a layer of painter's tape, but paint that is not well adhered will sometimes peel off. We are not responsible for touch-ups if this occurs despite our precautions.
g. The mastic remover solvent that we use has a petroleum smell that will linger for a few days after we finish working. If you'd prefer that we use a slightly more costly low-odor mastic remover, please let us know.

Exclusions: We are not responsible for removing any other asbestos-containing materials or for removing furniture, classroom supplies, or other items from the rooms.

If you have questions or need anything else, please let us know. We appreciate the opportunity to be of service.

Yours truly,
ACM REMOVAL, LLC

John Fox

If you accept this proposal and wish to contract us to perform this work, please complete this section and return this form to us.

Signature: _____ Dated: _____

Name / Title: _____ /

Phone No: ( ) _____

Email Address for Invoices _____

Unified School District 457 - Plant Facilities
Quotes for Purchase
Phone: (620)805-8720 Fax: (620)805-8748

Request Date:	4/30/26	Building:	JB & PP	Job Order:	Quote:	
Description of work Requested	Please quote in quantities sold and add any freight charges applicable. No substitutions will be accepted without prior approval. Remove Asbestos Containing Material for flooring projects.					

Requested by:		Vendor	iSi Industrial Services	ACM Removal	RCI Inc.
	Approved	Phone	888-264-7050	316-684-1800	316-269-1549
	Denied	E-Mail/Fax		jobs@acm-removal.com	
	New Project	Contact	Luis Guzman	John Fox	Tyler Conway
	Existing Repair	Order Date/By			
Delivery Date		PO No.			

Qty.	Part/Material Description	Stock Number	Each	Ext. Cost	Each	Ext. Cost	Each	Ext. Cost
1	Jennie Barker Asbestos Removal		38,650.00	38,650.00	38,415.30	38,600.00	36,850.00	36,850.00
1	Plymell Asbestos Removal		41,880.00	41,880.00	41,841.80	43,180.00	40,930.00	40,930.00
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	Sub Total			80,530.00		81,780.00		77,780.00
	Freight			-				
	Total			80,530.00		81,780.00		77,780.00

MEMORANDUM

TO: Board of Education
THRU: Josh Guymon, Superintendent
FROM: Jessica Nothern, Chief Financial Officer
DATE: April 30, 2026
RE: Appointment of a New Authorized Representative

ISSUE:

The Board of Education is asked to consider and approve the Appointment of a New Authorized Representative

BACKGROUND:

Tracy's last day as Nutrition Service Director will be May 29. State Statute 72-17, 140 requires the board to appoint an authorized representative for School Food Service Programs.

ALTERNATIVES:

No alternatives available.

RECOMMENDATION:

The Nutrition Department recommends the approval to appoint Jill Reagle as the districts authorized representative

FISCAL NOTE:

No fiscal implications

ATTACHMENTS:

Appointment of a New Authorized Representative Form

Appointment of a New Authorized Representative

Return form to:

Child Nutrition & Wellness, KSDE, 900 SW Jackson St, Suite 251, Topeka, KS 66612-1212

Sponsor Number: D0457 **Sponsor Name:** Garden City Public Schools.

Effective Date of Change: **June 1, 2026**

Indicate the Child Nutrition Programs for this new Authorized Representative:

- ☒ School Nutrition Programs
- ☒ Summer Food Service Program
- ☒ Child and Adult Care Food Program
- ☐ Special Milk Program

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1. Print or type the name, title, email address and phone number of the new Authorized Representative.

Jill Reagle Name of Authorized Representative	Director Title
jreagle@gckschools.com Email address	620-805-7081 Phone

2. The Authorized Representative must sign and date below the following "Certification" statement. A signature stamp can be accepted only if it is registered with the Kansas Secretary of State.

Certification: My signature below certifies that I have read the current Program Agreement between Child Nutrition & Wellness, Kansas State Department of Education and the sponsor named above; and that I understand and accept the conditions and responsibilities specified therein.

_____ Signature of Authorized Representative	_____ Date
_____ Signature of Board Chairperson* or Administrator or For-Profit Owner	_____ Date
_____ Print Name of Board Chairperson* or Administrator or For-Profit Owner	

* State Statute 72-17,140 requires the board to appoint an authorized representative for School Food Service Programs.