# HEARTLAND COMMUNITY SCHOOLS
***EMPOWERING EXCELLENCE - Every Student, Every Day***

## Minutes for
## Board of Education Regular Meeting
Monday, April 13, 2026 7:00 PM
Conference Room
1501 Front St
Henderson, NE 68371-8929
Notice of the meeting was posted in the Henderson News on April 9, 2026.

**Attendance**

| | |
|---|---|
| Lacey Gloystein: | Present |
| Ryan Goertzen: | Present |
| Jen Hiebner: | Present |
| Jeb Mierau: | Present |
| Tyler Newton: | Present |
| Tammy Ott: | Absent |

1. **Preliminary Procedures**
   Meeting started at 7:07PM

1.1. **Call to Order**

1.2. **Recognize Notice of Meeting**

1.3. **Recognize Open Meetings Act Posting**

1.4. **Roll Call**
Motion to excuse Tammy Ott. Passed with a motion by Tyler Newton and a second by Ryan Goertzen.
Lacey Gloystein: Yea, Ryan Goertzen: Yea, Jen Hiebner: Yea, Jeb Mierau: Yea, Tyler Newton: Yea

2. **Public Comments On Agenda Items**
Public comment will be limited to items on the current agenda. Public comment may be limited to a total of 30 minutes, individuals will be limited to 5 minutes each.

Nebraska Revised Statute 84-1412 requires members of the public desiring to provide comments to the board to identify himself or herself, including an address, and the name of any organization represented by such person. A form is provided at the meeting for individuals to complete and to submit to the superintendent prior to speaking for the purposes of efficiently providing this information.

3. **Reports**

3.1. **Superintendent's Report**

3.2. **Principals' Reports**

4. **Discussion Items**

4.1. **Discuss KSB Policy Manual Replacement**

4.2. **H&H Cooperative Sponsorship Update**

4.3. **Building / Construction Update**

4.4. **Discuss K-6 Playground Project Bid Packet**

4.5. **Discuss K-6 Playground Project - Playground Equipment Cooperative Purchase Quote**

4.6. **Discuss Classroom Carpet Replacement Proposal**

4.7. **Discuss Window Replacement Proposal**

4.8. **Discuss K-12 Social Studies Materials Replacement / Update For 26-27**

5. **Action Items**

5.1. **Approve 26-27 Superintendent Compensation**
Approve 2026-2027 superintendent compensation as presented. Passed with a motion by Lacey Gloystein and a second by Jen Hiebner.
Lacey Gloystein: Yea, Ryan Goertzen: Yea, Jen Hiebner: Yea, Jeb Mierau: Yea, Tyler Newton: Yea

5.2. **Approve 26-27 Principals' Compensation**
Approve 2026-2027 principals' compensation as presented. Passed with a motion by Lacey Gloystein and a second by Jen Hiebner.
Lacey Gloystein: Yea, Ryan Goertzen: Yea, Jen Hiebner: Yea, Jeb Mierau: Yea, Tyler Newton: Yea

5.3. **Approve 26-27 Classified Staff Compensation**
Approve 2026-2027 classified staff compensation as presented. Passed with a motion by Ryan Goertzen and a second by Jen Hiebner.
Lacey Gloystein: Yea, Ryan Goertzen: Yea, Jen Hiebner: Yea, Jeb Mierau: Yea, Tyler Newton: Yea

5.4. **Approve K-6 Playground Project Bid Packet**
Approve and authorize release of the K-6 playground project bid packet, drawings, and specifications as presented. Passed with a motion by Lacey Gloystein and a second by Jen Hiebner.
Lacey Gloystein: Yea, Ryan Goertzen: Yea, Jen Hiebner: Yea, Jeb Mierau: Yea, Tyler Newton: Yea

5.5. **Approve K-6 Playground Project - Playground Equipment Cooperative Purchase Quote**
Motion to Approve K-6 Playground Project. Equipment Cooperative Purchase Quote. Passed with a motion by Ryan Goertzen and a second by Jen Hiebner.
Lacey Gloystein: Yea, Ryan Goertzen: Yea, Jen Hiebner: Yea, Jeb Mierau: Yea, Tyler Newton: Yea

5.6. **Approve iPad Replacement Proposal**
Approve the iPad replacement purchase proposal as presented. Passed with a motion by Tyler Newton and a second by Jen Hiebner.
Lacey Gloystein: Yea, Ryan Goertzen: Yea, Jen Hiebner: Yea, Jeb Mierau: Yea, Tyler Newton: Yea

5.7. **Approve Hallway & Classroom Carpet Replacement Proposals**
Approve both the Hallway Carpet Replacement proposal and the Classroom Carpet Replacement proposal as presented. Passed with a motion by Jen Hiebner and a second by Tyler Newton.
Lacey Gloystein: Yea, Ryan Goertzen: Yea, Jen Hiebner: Yea, Jeb Mierau: Yea, Tyler Newton: Yea

5.8. **Approve Window Replacement Proposal**
Approve the window replacement proposal submitted by Nebraska Door & Window as presented. Passed with a motion by Ryan Goertzen and a second by Jen Hiebner.
Lacey Gloystein: Yea, Ryan Goertzen: Yea, Jen Hiebner: Yea, Jeb Mierau: Yea, Tyler Newton: Yea

6. **Future Agenda Items**

6.1. **Regular Meeting: Monday, May 11th @ 7 PM**

7. **Consent Agenda**
Motion to approve Consent Agenda. Passed with a motion by Ryan Goertzen and a second by Jen Hiebner.
Lacey Gloystein: Yea, Ryan Goertzen: Yea, Jen Hiebner: Yea, Jeb Mierau: Yea, Tyler Newton: Yea

7.1. **Approval of Minutes**

7.1.1. *Regular Meeting: March 9, 2026*

7.1.2. *Special Meeting: March 23, 2026*

7.2. **Approval of Claims**

7.3. **Financial Reports**

8. **Adjournment**

Adjorned at 9:55pm Passed with a motion by Jeb Mierau and a second by Jen Hiebner.
Lacey Gloystein: Yea, Ryan Goertzen: Yea, Jen Hiebner: Yea, Jeb Mierau: Yea, Tyler Newton: Yea

_____

*Board President*

_____

*Board Secretary*

# HEARTLAND COMMUNITY SCHOOLS

1501 Front Street
Henderson, Nebraska 68371

Phone: (402) 723-4434
Fax: (402) 723-4431

April 13, 2026

TO: Heartland Community Schools Board of Education
FROM: Jeremy Klein, Superintendent
RE: Board Report (April 2026)

**Regular April Board Meeting Reminder**

Our regular April board meeting is scheduled for Monday, April 13, 2026, at 7 PM in the Conference Room.

The Civics Committee will meet at 6 PM, prior to the board meeting.

Please let Tyler or I know if you need to be absent.

**Board Meeting Reminders**

- Monday, April 13th @ 7 PM: Regular April Meeting
- Monday, May 11th @ 7 PM: Regular May Meeting

**Committee Meeting Reminders**

- Monday, April 13th @ 6 PM: Civics Committee - RE: New Social Studies Materials

**Consent Agenda: Minutes**

Approval of the Consent Agenda will include approval of the minutes from the following meetings:

- Regular Meeting (March 9, 2026)
- Special Meeting (March 23, 2026)

**Consent Agenda: Claims**

Approval of the month's claims are included in the Consent Agenda. Let me know if you have any questions on any claims prior to the meeting - I can either answer your question or bring an answer to the meeting.

**Consent Agenda: Construction Claims**

There are no certified construction claims to be paid this month. Our current balance to finish is $50,000. We will hold off on paying this close out balance until current warranty items are sufficiently completed/corrected.

**CDL Course Offering Starting 26-27**

We partner with Southeast Community College to provide access for our students to a variety of dual-credit courses (both high school and college credit). SECC provides a CDL program that we will begin to offer to students next year (26-27). The program involves first completing a standard, asynchronous online course then completing an onsite driving course. Starting next year we will provide 12th grade students with the opportunity to take the online course during the school year just as we would with our other SENCAP offerings. After graduation, students would then have the ability to take the onsite driving course at SECC as early as the summer immediately after graduation.

**Comprehensive School Improvement Process External Visitation**

Just a reminder that we facilitated an external school improvement visitation last month on Tuesday, March 17th and Wednesday, March 18th. These visitations are required of all schools at a minimum of once every 5 years as a part of our Rule 10 school improvement processes. The team was here on Tuesday afternoon and evening and then all day on Wednesday.

Our visitation was very positive and it went really well. Thanks again to all of our stakeholders who helped to make the visitation process a success, and a special thanks to Mrs. Reinke who coordinates the CSIP process for the district.

**Legislative Session**

This year's 60-day legislative session will conclude on Friday, April 17th. Fifty-nine of the sixty days are in the books. It will take some time to fully understand all of the changes that will impact schools as a result of this year's session.

Here are a few higher profile items of note:

LB1050 sought changes in the current Reading Act - LB1050 failed to advance to final round debate. While heavily amended a number of times, LB1050 continued to be a proposal that was quite problematic throughout its various iterations. Its nature of being a potentially costly, unfunded mandate was certainly of large concern. The various prescriptions of the bill were also highly problematic. There was a great deal of dialogue between senators and school districts on this particular measure. Our district was in regular communication with Senator Hughes and a handful of other senators on the measure. In short, however, LB1050 did not pass/advance.

LB803 became a Christmas tree bill of sorts and it ultimately did pass. Of immediate impact from LB803 are provisions relating to property tax requests. 1) A second county-wide, joint 'pink postcard' hearing is now required of all school districts and cities regardless of any amount, percentage of growth, etc. This new hearing is required to take place between July 1st and July 15th each year. 2) Any increase in property tax request over the prior year requires a 2/3 majority vote (vs what has been a simple majority vote). LB803 passed with the e-clause, so it will go into effect for this summer I believe.

LB937 was also another Christmas tree bill of sorts. AM2965 to LB937 failed to pass, but would have made some significant procedural changes to Rule 51 and the establishment of Individualized Education Plans (IEPs). The district was not in favor of AM2965 and this was another measure where there was a great deal of dialogue between school districts and senators. In short, however, AM2965 did not pass.

A few different forms of 2% hardcap proposals were either introduced, amended, or discussed at various times during the session. None of these measures passed but I anticipate similar measures reappearing before the legislature as early as next year.

NRCSA and NCSA typically provide us with comprehensive summaries at the conclusion of the session. I will share with you a bill summary once it is provided.

**Dates / Events Of Note**

April 13: Regular April Board Meeting @ 7 PM
April 14: No School - HS Track Invitational
May 10: Graduation
May 11: Regular May Board Meeting @ 7 PM
May 20: Final Day Of School with Early Dismissal @ 11:30 AM
May 20: End-of-Year Staff Luncheon & Service Awards @ 12:30 PM
June 8: Regular June Board Meeting @ 7 PM
July 13: Regular July Board Meeting @ 7 PM

**Elementary Principal's Report**
**April, 2026**

**FFA - Ag Literacy**

- March 12
- FFA Students visited elementary classrooms to promote agriculture and literacy.

**Lego Robotics (5th/6th)**

- March 20 & 21 - UNL
- LandLords team members: Hudson Blum, Theo Huebert, Landon Thieszen, Emily Mierau, James Janzen, Sophie Schlautman
- Shoutout to Mrs. Waegli for coaching.
- Won the Motivator Award for the weekend.
- Thanks to Klute for sponsoring.

**5th Grade Living Museum**

- April 7
- Thanks to the fifth graders for sharing their Olympian research today through an Olympic Living Museum with family and friends.

**Elementary Art Workshops**

- March 30 (K - 3rd) / April 8 (4th - 6th)
- Participants created carnival projects.
- Thanks to Mrs. Gooder and the art club students for hosting.

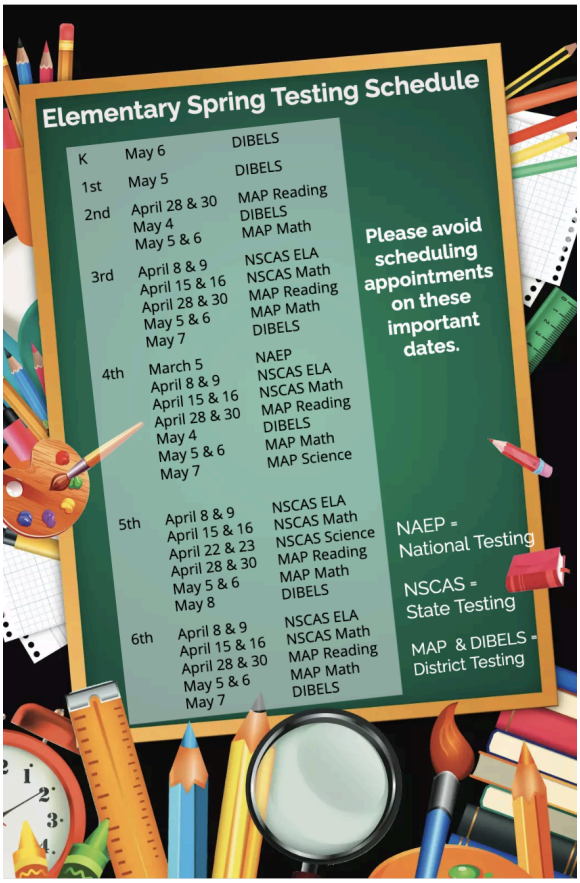
## Kindergarten Round-up

- March 27
- Eighteen students are registered for Kindergarten at this time.
- Students met with Mrs. Thiesen while parents met for an informational meeting with Mrs. Reinke.

## Elementary Field Day

- Wednesday, April 29 @ 12:00 p.m.
- Make-up Date: May 5 @ 12:00 p.m.

## Elementary Assessment Schedule




## Elementary Spring Sing and Awards

- Friday, May 15 - 2:00 p.m.

Principal's Report, April 2026

1. Student opportunities-
    a. All school play, The Bothers Grimm Spectaculathon, is currently underway. Performances are scheduled for April 10-11.
    b. Scholarship and Activities Awards Night will be April 28 @ 7 p.m. in the theater.
    c. Academic Signing will be April 29 @ 9 a.m. in the theater.
    d. H & H Athletic Awards Night will be May 15 @ 7 p.m. in the theater.
    e. FBLA state coming up. Awards will be Friday and Saturday night, April 17-18.
    f. FFA
        i. Twelve seniors received their state degrees:
            1. Mary Dente
            2. Lane Farrall
            3. Trenton Goertzen
            4. Faith Hiebner
            5. Lexi Inglsbee
            6. Braden Janzen
            7. Landon Mierau
            8. Andrew Onnen
            9. Kaleb Ostrander
            10. Weston Panko
            11. Riley Quiring
            12. Grace Splinter
        ii. The chapter received the Connecting Chapters Ag Literacy award and was recognized as a Premier National Chapter Award (Superior rating)!
        iii. The FFA sent 5 competing teams to state and one individual:
            1. Emma Ott received a silver for Senior Prepared Speaking
            2. Food Science team placed 6th (Emma Ott, Kinsley Friesen, Faith Hiebner, and Lexi Inglsbee)
                a. Emma Ott placed 9th in the state
            3. Agriscience placed 17th out of 141 teams (Jagger Regier, Luke Janzen, Brinley Mierau, Sydney Rempel)
            4. Farm Management placed 50th (Jagger Regier, Luke Janzen, Wyatt Friesen, Carter Peters)
            5. Ag Mechanics placed 33rd (Lane Farrall, Landon Mierau, Jake Mierau, Waylon Tessman)
            6. Welding placed 29th (Landon Mierau, Weston Panko, Brian Bearinger, David Hiebner)
                a. Landon Mierau placed 6th in MIG welding
        iv. One member was selected into the State Honor Choir:
            1. Braden Janzen

2. Upcoming Events- Graduation, May 10 @ 2 p.m.

**H&H Sports Co-op Update (December 8, 2025)**

A summary report for our cooperatively sponsored Winter sports season is provided as a separate document.

The spring sports season has begun in earnest. Below is some information about the spring squads.

Due to numbers and some specific needs, we added an additional assistant track coach for this year above what we had originally planned.

**JH & HS Boys/Girls Track**
Coaches (9): Steph Buzek (head coach), Joel Miller, Heidi Ruhl, Kate Schendt, Malania Schlautmann, Sammy Spirk, Austin Stuhr, Corbin Tessman, Erik Wetjen.

High School Track Participants: 56
Boys: 30
Girls: 26

Junior High School Track Participants: 53
Boys: 29
Girls: 24

**HS Boys Golf**
Coaches (2): Chad Buzek (head coach), Paige Peters

High School Boys Golf Participants: 17

**Winter Seasons Review With Coaches**
On the evening of Wednesday, March 25th our combined administrative teams met with winter season coaches for a working supper where we reviewed operations, logistics, and procedures from the recently concluded winter seasons. We held a similar meeting after the Fall season. We try to examine a variety of items such as transportation, space/scheduling logistics, communication, etc. These meetings have been helpful/productive for a number of reasons – more than anything it was an opportunity to bring information forward that we might not otherwise know. We're currently still examining the information for the purpose of looking at any changes/improvements that we can, or should, make for future use.

Our coaches have worked hard and enthusiastically all year long to help our student-athletes and our cooperative sponsorship efforts to be successful. We are all very appreciative of their hard work, their enthusiasm, and their expertise. The conversations we had with our coaches and the feedback that we were able to gather will be helpful as we look for ways to improve and better support the success of our programs and our students.

# 2025 - 2026
# WINTER SPORTS
# SUMMARY

# H&H Bearcats Sports Cooperative
# Winter Season-End Summary Report

**School Year:** 25-26 **Sport:** HS Cheer (Winter) **Season #** 1

| | Total | # at Hampton | # at Heartland | # Away |
|---|---|---|---|---|
| **Boys Basketball Games** | 14 | 4 | 6 | 4 |
| **Girls Basketball Games** | 14 | 4 | 7 | 3 |
| **Other Events** | State Cheer | | | |

| | Total | Enrolled Full-Time Hampton | Enrolled Full-Time Heartland | Enrolled Part-Time Hampton | Enrolled Part-Time Heartland |
|---|---|---|---|---|---|
| **# Participants** | 9 | 5 | 4 | 0 | 0 |
| **# Participants (Grade 12)** | 0 | 0 | 0 | 0 | 0 |
| **# Participants (Grade 11)** | 3 | 1 | 2 | 0 | 0 |
| **# Participants (Grade 10)** | 2 | 1 | 1 | 0 | 0 |
| **# Participants (Grade 9)** | 4 | 3 | 1 | 0 | 0 |

| | | Year X in role | Employed | Community | Hampton Affiliated | Heartland Affiliated | Paid | Volunteer |
|---|---|---|---|---|---|---|---|---|
| **Head Coach** | Jessa Klute | 1 | X | | X | | X | |
| **Asst. Coach** | Amy Pinney | 1 | X | | | X | X | |
| **Hampton A.D.** | Carson Klute | | | | | | | |
| **Heartland A.D.** | Josh Struckman | | | | | | | |

**Date Of Try Outs** Monday, April 14, 2025

**Date Of First Winter Event** Friday, December 4, 2026

**Date Of Last Winter Event** Tuesday, February 24, 2026

**Consolidated Coaching Stipends** $3,843.40

**Consolidated Uniform Expenses** $0.00

**Team Items/Honors Of Note**

7th Place: Nebraska State Dance & Cheer Championships
Nebraska Coaches Association Cheer Team Academic Excellence Award

**Individual Items/Honors Of Note**

# H&H Bearcats Sports Cooperative
# Winter Season-End Summary Report

**School Year:** 25-26 **Sport:** HS Boys Basketball **Season #** 1

| | Total | Wins | Losses | # Played at Hampton | # Played at Heartland | # Played Away |
|---|---|---|---|---|---|---|
| # Varsity Games Played | 23 | 8 | 15 | 5 | 6 | 12 |
| # JV Games Played | 16 | 11 | 5 | 3 | 5 | 8 |
| # JV Quarters in lieu of complete games | 1 | 1 | 0 | 0 | 0 | 1 |
| # Reserve Games Played | 10 | 6 | 4 | 2 | 1 | 7 |
| # Freshman Quarters in lieu of complete games | 3 | 3 | 0 | 0 | 1 | 2 |
| # Freshman Games Played | 10 | 4 | 6 | 4 | 0 | 6 |
| # Freshman Quarters in lieu of complete games | 0 | 0 | 0 | 0 | 0 | 0 |

| | That Were Reduced Down | That Were Cancelled | Due to H&H | Due to Opponent |
|---|---|---|---|---|
| # JV Games | 1 | 2 | | X |
| # JV Quarters in lieu of complete games | 0 | 0 | | |
| # Reserve Games | 2 | 0 | | X |
| # Reserve Quarters in lieu of complete games | 0 | 0 | | |
| # Freshman Games | 0 | 2 | | X |
| # Freshman Quarters in lieu of complete games | 0 | 0 | | |

| | Total | Enrolled Full-Time Hampton | Enrolled Full-Time Heartland | Enrolled Part-Time Hampton | Enrolled Part-Time Heartland |
|---|---|---|---|---|---|
| # Participants | 34 | 12 | 22 | 0 | 0 |
| # Participants (Grade 12) | 6 | 2 | 4 | 0 | 0 |
| # Participants (Grade 11) | 5 | 1 | 4 | 0 | 0 |
| # Participants (Grade 10) | 10 | 6 | 4 | 0 | 0 |
| # Participants (Grade 9) | 13 | 5 | 8 | 0 | 0 |

| | | Year X in role | Employed | Community | Hampton Affiliated | Heartland Affiliated | Paid | Volunteer |
|---|---|---|---|---|---|---|---|---|
| Head Coach | Patrick Alexander | 1 | X | | X | | X | |
| Asst. Coach | Marc Regier | 1 | X | | | X | X | |
| Asst. Coach | Dylan Bamesberger | 1 | | X | X | | X | |
| Asst. Coach | Noah Jones | 1 | X | | X | | X | |
| Hampton A.D. | Carson Klute | | | | | | | |
| Heartland A.D. | Josh Struckman | | | | | | | |

**Date Of First Practice** Monday, November 10, 2025

**Date Of First Competition** Thursday, December 4, 2025

**Date Of Last Competition** Monday, February 16, 2026

**Consolidated Coaching Stipends** $18,255.25

**Consolidated Uniform Expenses** $13,253.76

**Team Items/Honors Of Note**

**Individual Items/Honors Of Note**

Holden Switzer NCPA (NSAA) Academic All-State (Heartland)
Rylee Scheidemann NCPA (NSAA) Academic All-State (Hampton)

# H&H Bearcats Sports Cooperative
# Winter Season-End Summary Report

**School Year:** 25-26 **Sport:** HS Girls Basketball **Season #** 1

| | Total | Wins | Losses | # Played at Hampton | # Played at Heartland | # Played Away |
|---|---|---|---|---|---|---|
| # Varsity Games Played | 21 | 3 | 18 | 5 | 5 | 11 |
| # JV Games Played | 2 | 1 | 1 | 0 | 0 | 2 |
| # JV Quarters in lieu of complete games | 12 | 4 | 8 | 3 | 4 | 7 |
| # Reserve Games Played | 0 | 0 | 0 | 0 | 0 | 0 |
| # Freshman Quarters in lieu of complete games | 0 | 0 | 0 | 0 | 0 | 0 |
| # Freshman Games Played | 0 | 0 | 0 | 0 | 0 | 0 |
| # Freshman Quarters in lieu of complete games | 0 | 0 | 0 | 0 | 0 | 0 |

| | That Were Reduced Down | That Were Cancelled | Due to H&H | Due to Opponent |
|---|---|---|---|---|
| # JV Games | 12 | 3 | | X |
| # JV Quarters in lieu of complete games | | | | |
| # Reserve Games | 0 | 9 | X | X |
| # Reserve Quarters in lieu of complete games | 0 | 0 | | |
| # Freshman Games | 0 | 0 | | |
| # Freshman Quarters in lieu of complete games | 0 | 0 | | |

| | Total | Enrolled Full-Time Hampton | Enrolled Full-Time Heartland | Enrolled Part-Time Hampton | Enrolled Part-Time Heartland |
|---|---|---|---|---|---|
| # Participants | 14 | 3 | 11 | 0 | 0 |
| # Participants (Grade 12) | 5 | 0 | 4 | 0 | 0 |
| # Participants (Grade 11) | 3 | 1 | 2 | 0 | 0 |
| # Participants (Grade 10) | 4 | 0 | 4 | 0 | 0 |
| # Participants (Grade 9) | 3 | 2 | 1 | 0 | 0 |

| | | Year X in role | Employed | Community | Hampton Affiliated | Heartland Affiliated | Paid | Volunteer |
|---|---|---|---|---|---|---|---|---|
| Head Coach | Paige Peters | 1 | X | | | x | X | |
| Asst. Coach | Sammy Spirk | 1 | X | | X | | X | |
| Asst. Coach | Christine Quiring | 1 | | X | | x | X | |
| Asst. Coach | | | | | | | | |
| Hampton A.D. | Carson Klute | 1 | | | | | | |
| Heartland A.D. | Josh Struckman | 1 | | | | | | |

**Date Of First Practice** Monday, November 10, 2025

**Date Of First Competition** Thursday, December 4, 2025

**Date Of Last Competition** Monday, February 16, 2026

**Consolidated Coaching Stipends** $12,427.09

**Consolidated Uniform Expenses** $10,595.43

**Team Items/Honors Of Note**

**Individual Items/Honors Of Note**

Mia Hiebner NCPA (NSAA) Academic All-State (Heartland)

Kynleigh Joseph NCPA (NSAA) Academic All-State (Hampton)

# H&H Bearcats Sports Cooperative
# Winter Season-End Summary Report

| School Year: | 25-26 | Sport: | JH Boys Basketball | Season # | 1 |
|---|---|---|---|---|---|

| | Total | Won | Lost | # Played at Hampton | # Played at Heartland | # Played Away |
|---|---|---|---|---|---|---|
| # A Games Played | 12 | 9 | 3 | 0 | 4 | 8 |
| # B Games Played | 11 | 7 | 4 | 0 | 5 | 6 |
| # B Quarters Played in lieu of complete games | | | | | | |
| # C Games Played | 3 | 2 | 1 | 0 | 1 | 2 |
| # C Quarters Played in lieu of complete games | 3 | 2 | 1 | | 1 | 2 |

| | That Were Reduced Down | That Were Cancelled | Due to H&H | Due to Opponent |
|---|---|---|---|---|
| # B Games Scheduled | 11 | 0 | N/A | N/A |
| # B Quarters Scheduled in lieu of complete games | 0 | 0 | N/A | N/A |
| # C Games Scheduled | 6 | 0 | | x |
| # C Quarters Scheduled in lieu of complete games | 3 | 0 | | x |

| | Total | Enrolled Full-Time Hampton | Enrolled Full-Time Heartland | Enrolled Part-Time Hampton | Enrolled Part-Time Heartland |
|---|---|---|---|---|---|
| # Participants | 22 | 8 | 13 | 0 | 1 |
| # Participants (Grade 8) | 12 | 7 | 5 | 0 | 1 |
| # Participants (Grade 7) | 10 | 2 | 8 | 0 | 0 |

| | | Year X in role | Employed | Community | Hampton Affiliated | Heartland Affiliated | Paid | Volunteer |
|---|---|---|---|---|---|---|---|---|
| Head Coach | Erik Wetjen | 1 | X | | | X | X | |
| Asst. Coach | Kale Wetjen | 1 | | X | | X | X | |
| Asst. Coach | Chris Arnett | 1 | | X | | | | |
| Hampton A.D. | Carson Klute | | | | | | | |
| Heartland A.D. | Josh Struckman | | | | | | | |

| | |
|---|---|
| Date Of First Practice | Monday, December 8, 2025 |
| Date Of First Competition | Saturday, January 10, 2026 |
| Date Of Last Competition | Saturday, February 14, 2026 |

| | |
|---|---|
| Consolidated Coaching Stipends | $4,803.95 |
| Consolidated Uniform Expenses | $6,349.56 |

# H&H Bearcats Sports Cooperative
# Winter Season-End Summary Report

| School Year: | 25-26 | Sport: | JH Girls Basketball | Season # | 1 |
|---|---|---|---|---|---|

| | Total | Won | Lost | Tie | # Played at Hampton | # Played at Heartland | # Played Away |
|---|---|---|---|---|---|---|---|
| **# A Games Played** | 12 | 6 | 6 | | 5 | 0 | 7 |
| **# B Games Played** | 8 | 1 | 7 | | 3 | 0 | 5 |
| **# B Quarters Played in lieu of complete games** | 4 | 1 | 1 | 1 | 2 | 0 | 1 |
| **# C Games Played** | 0 | 0 | 0 | | 0 | 0 | 0 |
| **# C Quarters Played in lieu of complete games** | 0 | 0 | 0 | | 0 | 0 | 0 |

| | That Were Reduced Down | That Were Cancelled | Due to H&H | Due to Opponent |
|---|---|---|---|---|
| **# B Games Scheduled** | 8 | 0 | | X |
| **# B Quarters Scheduled in lieu of complete games** | 3 | 0 | | x |
| **# C Games Scheduled** | 0 | 0 | | X |
| **# C Quarters Scheduled in lieu of complete games** | 0 | 0 | | X |

| | Total | Enrolled Full-Time Hampton | Enrolled Full-Time Heartland | Enrolled Part-Time Hampton | Enrolled Part-Time Heartland |
|---|---|---|---|---|---|
| **# Participants** | 19 | 8 | 11 | 0 | 0 |
| **# Participants (Grade 8)** | 14 | 6 | 8 | 0 | 0 |
| **# Participants (Grade 7)** | 5 | 2 | 3 | 0 | 0 |

| | | Year X in role | Employed | Community | Hampton Affiliated | Heartland Affiliated | Paid | Volunteer |
|---|---|---|---|---|---|---|---|---|
| **Head Coach** | Les Reinke | 1 | X | | | X | X | |
| **Asst. Coach** | Blake Burgess | 1 | | X | | X | X | |
| **Asst. Coach** | Meghan Siebert | 1 | | X | | X | X | |
| **Hampton A.D.** | Carson Klute | | | | | | | |
| **Heartland A.D.** | Josh Struckman | | | | | | | |

| | |
|---|---|
| **Date Of First Practice** | Monday, October 27, 2025 |
| **Date Of First Competition** | Tuesday, November 11, 2025 |
| **Date Of Last Competition** | Tuesday, December 9, 2025 |

| | |
|---|---|
| **Consolidated Coaching Stipends** | $4,563.23 |
| **Consolidated Uniform Expenses** | $4,233.64 |

Construction Update (4-13-26)

1. There are no construction claims being presented for payment this month.
    a. This would leave the current balance to finish the Hausmann contract at $50,000 in retainage.

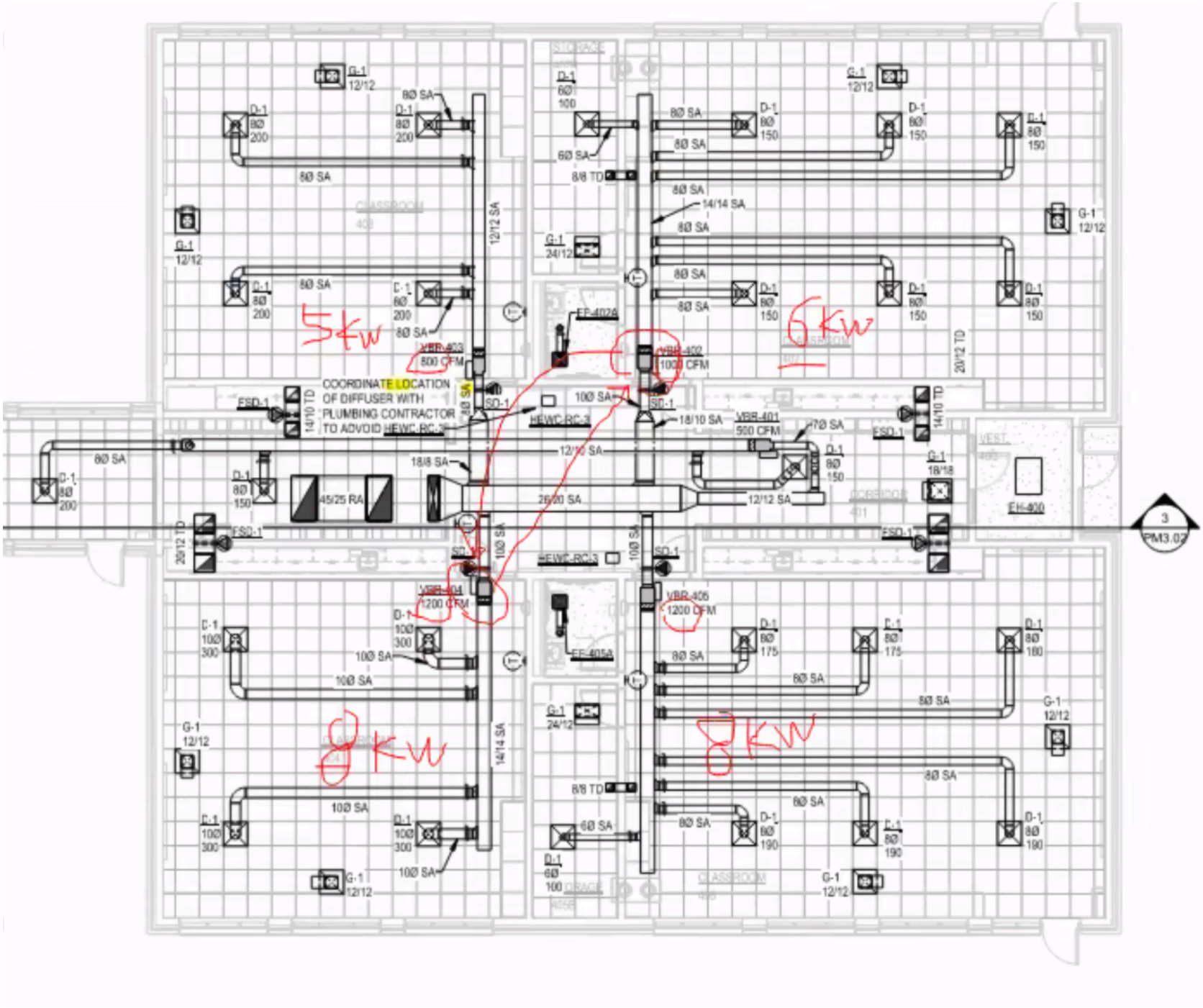
2. We've had some issues with heating the NE room of the 4-classroom addition over this past winter. There has been a pretty good effort into working the issue. Currently Clark & Enersen recommends switching the 8 kW box in the SW room (Room 404) with the 6 kW heating element in the NE room (Room 402). This work would take approximately 1 day to complete and would be done once the school year is over. I recommend that the Committee and I discuss this with Clark & Enersen.

3. We've had some issues with heating the large (far north) room in the daycare building. Again some time has been spent working the various angles of the issue. The root cause seems to be the amount of air that moves across the heating elements before being discharged to the room. This is likely happening because of the damper letting air into the box only partially opening according to its program – which based upon the angle of the air movement restricts the amount of air moving across the elements. The elements are heating the air that runs across it but the volume of air running across the elements is less than the air running through the box. Clark & Enersen recommends putting another damper in line and further upstream so that the box that immediately feeds the box can be let fully open. I tend to understand it as it's explained to me but not sure I can do a great job of explaining it to others. I recommend that the Committee and I discuss this with Clark & Enersen.

4. We submitted warranty requested a roof leak in the north addition (hallway). I'm estimating that the leak is in the area where some corrective work was needed in that valley area up on that roof elevation.

5. We submitted a warranty requested for a hole that appeared in the new concrete in the playground area on the south side of the 4-room addition.

6. I would recommend setting up a meeting between the committee and C&E to follow up on warranty list items, new items, questions, etc. I will visit with the committee at this time looking at what mornings or afternoons work best for most people during the week of April 20th, and then reach out to Clark & Enersen to schedule with that information in hand in an attempt to schedule a meeting for us during the week of April 20th.


COORDINATE LOCATION
OF DIFFUSER WITH
PLUMBING CONTRACTOR
TO ADVOID HEWC-RC-3
5kw
6kw
8kw
8kw
VBR-403
800 CFM
VBR-402
1000 CFM
VBR-401
500 CFM
VBR-404
1200 CFM
VBR-406
1200 CFM
HEWC-RC-3
FE-402A
FE-405A
EH-400
45/25 RA
3
PM3.02

| Project Budget(E): Starting June 20, 2024 | | | | |
|---|---|---|---|---|
| | Budgeted | Expended | Category | Expensed |
| **Comprehensive Project:** | **$12,307,364.00** | **$12,174,136.17** | | |
| **Construction: General Contractor** | **$10,700,500.00** | **$10,818,928.24** | **Hausmann PC + C&COs** | $10,818,928.24 |
| | | | **Contingency & Change Orders** | $637,428.24 |
| **Owner Direct:** | **$1,026,000.00** | **$841,491.75** | **Weight Room** | $356,910.48 |
| | | | **Training Room** | $16,797.10 |
| | | | **Cameras** | $88,205.25 |
| | | | **PA & Bells** | $3,792.36 |
| | | | **Doors & Security** | $57,856.77 |
| | | | **IT Server Room** | $48,245.50 |
| | | | **Classroom Phones** | $2,625.00 |
| | | | **Classroom Furn. & Equip.** | $82,613.40 |
| | | | **Office Furn. & Equip.** | $13,282.65 |
| | | | **Other Furn. & Equip.** | $10,149.64 |
| | | | **PK Outdoor** | $3,173.00 |
| | | | **PK Furn. & Equip.** | $17,645.66 |
| | | | **Displays & Sound** | $4,263.08 |
| | | | **Misc.** | $458.51 |
| | | | **Supplemental** | $135,473.35 |
| **Related Services:** | **$492,464.00** | **$427,606.27** | **Architectural & Engineering** | $388,783.27 |
| | | | **Legal** | $0.00 |
| | | | **Insurance** | $8,917.00 |
| | | | **Other** | $0.00 |
| | | | **Asbestos Abatement** | $29,906.00 |
| **Borrowing Costs:** | **$88,400.00** | **$86,109.91** | **Rating Agency** | $20,000.00 |
| | | | **Bond Counsel** | $13,700.00 |
| | | | **Paying Agent** | $750.00 |
| | | | **Underwriters Discount** | $47,950.00 |
| | | | **Election** | $3,709.91 |
| | | | | **$12,174,136.17** |

$10,818,928.24
$50,000.00

| | General Contract |
|---|---|
| PC | $10,231,500.00 |
| Gross PCCO | $637,428.24 |
| Adjusted Gross Amount | $10,868,928.24 |
| Adjusted Gross Amount Paid minus retainage | $10,818,928.24 |
| Remaining Adjusted Gross Amount minus retainage | $0.00 |
| Adjusted Gross Retainage | $50,000.00 |
| Balance To Finish | $50,000.00 |
| Balance To Finish | $50,000.00 |

| Change Order | Owner's Contingency |
|---|---|
| 59 | 8 |
| $637,428.24 | $75,000.00 |
| | |

| Project Budget(O): Starting June 20, 2024 | | | | |
|---|---|---|---|---|
| | Budgeted | Obligated | Category | Obligated |
| **Comprehensive Project:** | **$12,307,364.00** | **$12,224,136.17** | | |
| **Construction: General Contractor** | **$10,700,500.00** | **$10,868,928.24** | Hausmann PC + C&COs | $10,868,928.24 |
| | | | Contingency & Change Orders | $637,428.24 |
| **Supplemental Work: Owner Direct** | **$1,026,000.00** | **$135,473.35** | Painting: North Gym 1 | $24,933.00 |
| | | | Painting: Gym Floors | $23,800.00 |
| | | | Exterior Lighting | $4,667.35 |
| | | | Soffit Replacement (Green) | $44,300.00 |
| | | | Painting: Exterior 1 | $37,773.00 |
| **Pre-Planned Work: Owner Direct** | | **$706,018.40** | Weight Room | $356,910.48 |
| | | | Training Room | $16,797.10 |
| | | | Cameras | $88,205.25 |
| | | | PA & Bells | $3,792.36 |
| | | | Doors & Security | $57,856.77 |
| | | | IT Server Room | $48,245.50 |
| | | | Classroom Phones | $2,625.00 |
| | | | Classroom Furn. & Equip. | $82,613.40 |
| | | | Office Furn. & Equip. | $13,282.65 |
| | | | Other Furn. & Equip. | $10,149.64 |
| | | | PK Outdoor | $3,173.00 |
| | | | PK Furn. & Equip. | $17,645.66 |
| | | | Displays & Sound | $4,263.08 |
| | | | Misc. | $458.51 |
| **Related Services:** | **$492,464.00** | **$427,606.27** | Architectural & Engineering | $388,783.27 |
| | | | Legal | $0.00 |
| | | | Insurance | $8,917.00 |
| | | | Other | $0.00 |
| | | | Asbestos Abatement | $29,906.00 |
| **Borrowing Costs:** | **$88,400.00** | **$86,109.91** | Rating Agency | $20,000.00 |
| | | | Bond Counsel | $13,700.00 |
| | | | Paying Agent | $750.00 |
| | | | Underwriters Discount | $47,950.00 |
| | | | Election | $3,709.91 |

**$12,224,136.17**

# Heartland Community Schools
# East Playground

1501 Front Street Henderson, NE 68371
CE No.: 380-001-21
April 14, 2026

## INDEX OF DRAWINGS


GENERAL

G0.00 Title Sheet and Index of Drawings

LANDSCAPE ARCHITECTURAL

L1.01 Existing Conditions & Demolition Plan
L2.01 Site Layout Plan
L3.01 Site Grading Plan
L3.02 Site Storm Sewer Plan
L4.01 Site Details

**VICINITY MAP**
NO SCALE

LANDSCAPE ARCHITECT
I, (KATHERINE GOULD) AM THE
COORDINATING PROFESSIONAL ON
(HEARTLAND COMMUNITY SCHOOLS
EAST PLAYGROUND) PROJECT

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Lawrence, Kansas
Kansas City, Missouri
Lincoln, Nebraska
Omaha, Nebraska
Portland, Oregon
Charleston, South Carolina


**SHEET HISTORY:**

ISSUED 04/15/2026 Construction Documents

**Per Nebraska State Statute 81-3436, section 6.5.3**
**Required Information on Technical Submissions**


Clark & Enersen, Inc.
Architecture Contact: Tim Ripp
Engineering Contact: TJ Schirmer
1010 Lincoln Mall, Suite 200
Lincoln, NE 68508
COA No. CA0029AE


Note that this information is being provided as required by state statutes for an organization. The individual in responsible charge for design is designated by the professional stamps on individual drawings. Please follow information in the Project Manual for submitting questions during bidding or construction.

**Construction Documents**

**Heartland Community Schools East Playground**

1501 Front Street
Henderson, NE 68371

CE No.: 380-001-21

April 15, 2026

Title Sheet &
Index of Drawings

**G0.00**


Plot Time Stamp: 4 / 10 / 2026 4:48:58 PM
File Location/Name: \\ce-ln-sv-004\300-399\380-001-21 heartland community school\03) autocad\east playground\380001-G000.dwg

## SYMBOLS LEGEND

- MONUMENT FOUND
- CONTROL POINT
- BENCHMARK
- ELECTRICAL PEDESTAL
- ELECTRICAL PULLBOX
- LIGHT POLE
- POWER POLE
- GUY WIRE
- FLAG POLE
- SIGN
- SANITARY SEWER CLEAN OUT
- SANITARY SEWER MANHOLE
- STORM SEWER MANHOLE
- TELEPHONE MANHOLE
- TELEPHONE PEDESTAL
- TELEVISION PEDESTAL
- FIRE HYDRANT
- WATER VALVE
- SHRUB
- CONIFEROUS TREE
- DECIDUOUS TREE

- EXISTING CONTOUR
- PROPERTY LINE
- EASEMENT LINE
- BUILDING SETBACK LINE
- OVERHEAD BUILDING LINE
- SHRUB PERIMETER LINE
- OVERHEAD ELECTRICAL LINE (OHE)
- UNDERGROUND ELECTRICAL LINE (UGE)
- UNDERGROUND FIBER OPTIC LINE (FO)
- UNDERGROUND NATURAL GAS LINE (GAS)
- UNDERGROUND SANITARY SEWER LINE (SS)
- UNDERGROUND STORM SEWER LINE (S)
- UNDERGROUND TELEPHONE LINE (T)
- UNDERGROUND TELEVISION LINE (CATV)
- UNDERGROUND WATER LINE (W)
- LIMITS OF WORK
- CONTRACTOR STAGING & PARKING
- CONSTRUCTION FENCE

## DEMO LEGEND:

- CONCRETE PAVEMENT

## GENERAL NOTES & INFORMATION

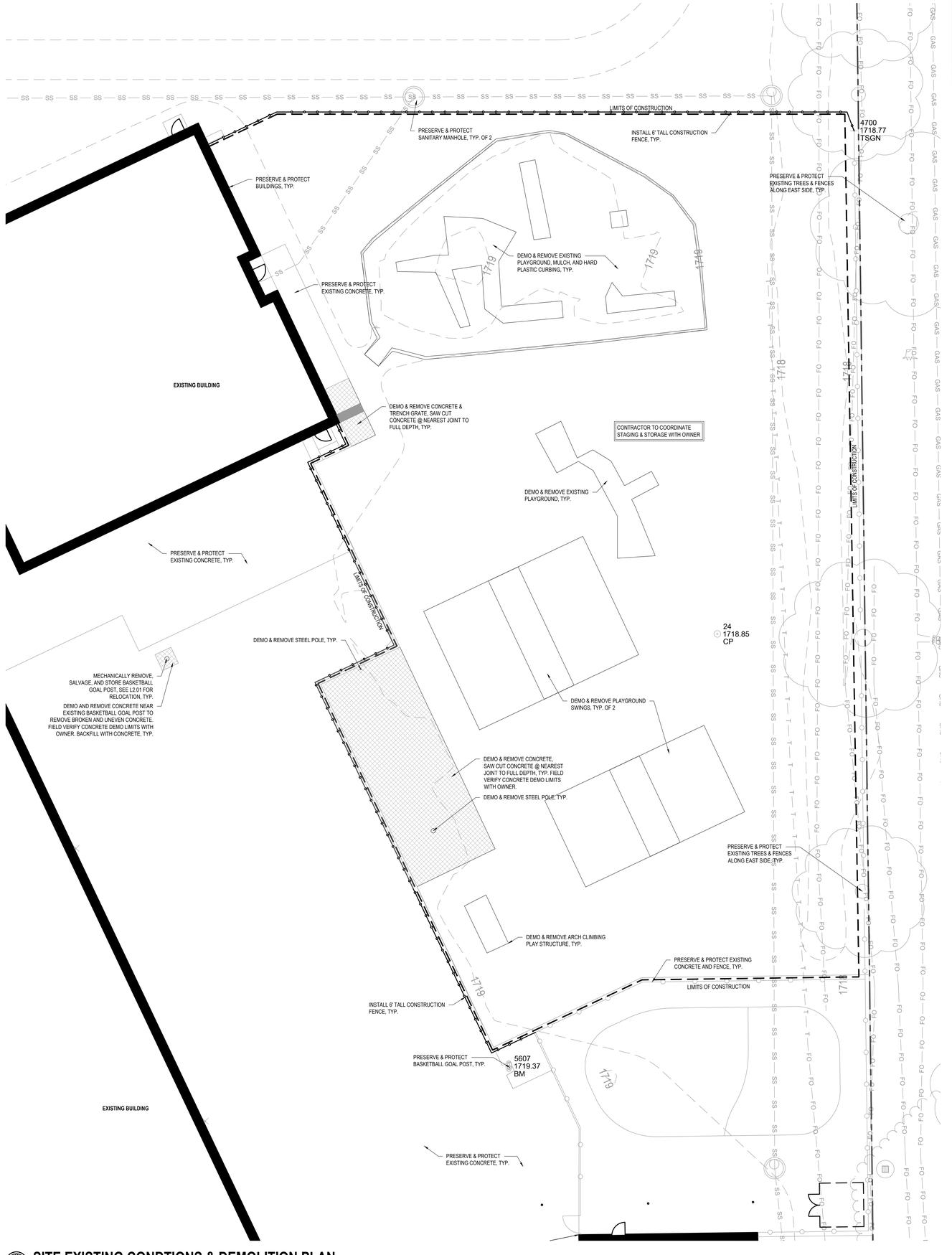
1. THE BASE FILE IS A COMPILATION OF DESIGN FILES AND PREVIOUS SURVEY COMPLETED BY JEO CONSULTING GROUP ON JULY 6, 2022. PHONE: 308-381-7428.
2. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND RECORD DRAWINGS RECEIVED. THE SURVEYOR MAKES NO GUARANTEES THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. THIS INCLUDES PRIVATE AND PUBLIC UTILITIES. FURTHER VERIFICATION MAY BE REQUIRED TO IDENTIFY UTILITIES NOT SHOWN HEREIN. THE CONTRACTOR SHALL HAVE ALL UTILITIES LOCATED THROUGH THE "ONE CALL" SYSTEM. CALL THE UNDERGROUND HOTLINE FOR UTILITY LOCATIONS AT 1-800-331-5666. FIELD VERIFY ALL SITE SPECIFIC UTILITIES.
3. THE CONTRACTOR SHALL VERIFY ALL EXISTING SITE CONDITIONS SHOWN ON PLAN, ANY DISCREPANCIES NOTICED IN FIELD SHALL BE RELAYED TO LANDSCAPE ARCHITECT / OWNER PRIOR TO COMMENCEMENT OF ANY WORK.
4. THE CONTRACTOR SHALL HAVE ALL UTILITIES LOCATED THROUGH THE "ONE CALL" SYSTEM. CALL BOTH ENTITIES BEFORE YOU DIG. CALL THE UNDERGROUND HOTLINE FOR UTILITY LOCATIONS AT 1-800-331-5666. FIELD VERIFY ALL SITE SPECIFIC UTILITIES. LOCATION FOR EXISTING SITE SPECIFIC UTILITIES IS UNKNOWN.
5. THE GENERAL CONTRACTOR SHALL PRESERVE AND PROTECT ALL EXISTING UTILITIES TO REMAIN DURING CONSTRUCTION.
6. THE GENERAL CONTRACTOR SHALL PRESERVE AND PROTECT ALL EXISTING PLANTING BEDS, SHRUBS AND TREES TO REMAIN ON SITE. DO NOT PARK, DRIVE OR STACK CONSTRUCTION MATERIALS IN THESE AREAS. REFER TO TREE PROTECTION PLAN FOR MORE DETAILS.
7. THE GENERAL CONTRACTOR SHALL NOT REMOVE OR ALTER ANY PROTECTION FENCING WITHOUT PRIOR WRITTEN CONSENT FROM OWNER AND LANDSCAPE ARCHITECT.
8. THE GENERAL CONTRACTOR SHALL MAINTAIN THE EXISTING IRRIGATION SYSTEM DURING CONSTRUCTION AND MODIFY AREAS AS SHOWN ON THE PLANS TO ACCOMMODATE NEW CONSTRUCTION.
9. REFER TO THE SPECIFICATION FOR ADDITIONAL INFORMATION ON SITE ACCESS, SITE USE AND AVAILABLE STORAGE AREAS.

## LEGAL DESCRIPTION

PT E 250' LOT 1, E 250' LOT 2-10, LOT 11 E OF W 250', W 420' LOT 12-14 & N 1/2 VAC HICKORY ST REGIER ADD CITY OF HENDERSON AND LOT 24-33, PT LOT 34, ALL LOTS 35-51, VAC ADJ STREET REFSHUAGE PLACE CITY OF HENDERSON

## DEMOLITION NOTES

1. CONTRACTOR TO PRESERVE ALL SURVEY CONTROL POINTS.
2. CONTRACTOR MUST PROTECT THE PUBLIC AT ALL TIMES WITH FENCING, SIGNING, BARRICADES, ENCLOSURES, ETC. TO THE BEST PRACTICES AND APPROVED BY THE OWNER AND THE CITY OF HENDERSON.
3. CONTINUOUS PEDESTRIAN & VEHICULAR ACCESS SHALL BE MAINTAINED FOR THE EXISTING PROPERTY AT ALL TIMES FOR THE DURATION OF THE PROJECT. REFER TO PHASING NOTES FOR MORE DETAILS.
4. DAMAGE TO ALL EXISTING CONDITIONS TO REMAIN WILL BE REPLACED AT CONTRACTOR'S EXPENSE.
5. THE CONTRACTOR IS RESPONSIBLE FOR THE DEMOLITION, REMOVAL, AND DISPOSING IN A LOCATION APPROVED BY ALL GOVERNING AUTHORITIES OF FENCE, FLUMES, FOUNDATIONS, DRIVES, DRAINAGE STRUCTURES, UTILITIES, ETC. (EXCEPT WHERE NOTED BY ENGINEER). SUCH THAT THE IMPROVEMENTS SHOWN ON THE REMAINING PLANS CAN BE CONSTRUCTED. ALL FACILITIES TO BE REMOVED SHALL BE UNDERCUT TO SUITABLE MATERIAL AND BROUGHT TO GRADE WITH SUITABLE COMPACTED FILL MATERIAL PER SPECIFICATIONS.
6. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL DEBRIS FROM THE SITE AND DISPOSING THE DEBRIS IN A LAWFUL MANNER. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED FOR THE DEMOLITIONS AND DISPOSAL.
7. ALL EXISTING SEWERS, PIPING AND UTILITIES SHOWN ARE NOT TO BE INTERPRETED AS THE EXACT LOCATION, OR AS THE ONLY OBSTACLES THAT MAY OCCUR ON THE SITE. VERIFY EXISTING CONDITIONS AND PROCEED WITH CAUTION AROUND ANY ANTICIPATED FEATURES. GIVE NOTICE TO ALL UTILITY COMPANIES REGARDING DESTRUCTION AND REMOVAL OF ALL SERVICE LINES AND CAP ALL LINES BEFORE PROCEEDING WITH THE WORK. UTILITIES DETERMINED TO BE ABANDONED AND LEFT IN PLACE SHALL BE GROUTED IF UNDER BUILDING.
8. ELECTRICAL, TELEPHONE, CABLE, WATER, FIBER OPTIC CABLE AND/OR GAS LINES NEEDING TO BE REMOVED, RELOCATED, AND/OR ABANDONED SHALL BE COORDINATED WITH THE AFFECTED UTILITY COMPANY. ADEQUATE TIME SHALL BE PROVIDED FOR RELOCATION AND CLOSE COORDINATION WITH THE UTILITY COMPANY IS NECESSARY TO PROVIDE A SMOOTH TRANSITION IN UTILITY SERVICE. CONTRACTOR SHALL PAY CLOSE ATTENTION TO EXISTING UTILITIES WITHIN THE CONSTRUCTION LIMITS DURING CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANY CONCERNING PORTIONS OF WORK WHICH MAY BE PERFORMED BY THE UTILITY COMPANY'S FORCES.
9. ALL SIDEWALK & PAVEMENT TO REMAIN SHALL BE PROTECTED IN PLACE INCLUDING PROTECTION FROM DAMAGE CAUSED BY REMOVAL OF ABUTTING CONCRETE. THE CONTRACTOR SHALL SAW CUT, FULL DEPTH AT NEAREST JOINT.
10. DO NOT DISRUPT UTILITY SERVICES TO ADJACENT BUSINESSES OR RESIDENCES WITHOUT PRIOR WRITTEN APPROVAL BY THE ARCHITECT OR OWNER.




## SITE EXISTING CONDTIONS & DEMOLITION PLAN

SCALE IN FEET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Fort Collins, Colorado
Lawrence, Kansas
Kansas City, Missouri
Lincoln, Nebraska
Omaha, Nebraska
Portland, Oregon
Charleston, South Carolina


**SHEET HISTORY:**

ISSUED 04/15/2026 Construction Documents

**Per Nebraska State Statute 81-3436, section 6.5.3 Required Information on Technical Submissions**

Clark & Enersen, Inc.
Architecture Contact: Tim Ripp
Engineering Contact: TJ Schirmer
1010 Lincoln Mall, Suite 200
Lincoln, NE 68508
COA No. CA0029AE

Note that this information is being provided as required by state statutes for an organization. The individual in responsible charge for design is designated by the professional stamps on individual drawings. Please follow information in the Project Manual for submitting questions during bidding or construction.

**Construction Documents**

**Heartland Community Schools East Playground**

1501 Front Street
Henderson, NE 68371

CE No.: 380-001-21

April 15, 2026

**DRAFT**

PREPARED FOR PRELIMINARY. SUBMISSION AND REVIEW ONLY -- NOT FOR CONSTRUCTION.

Site Existing Conditions & Demolition Plan

**L1.01**

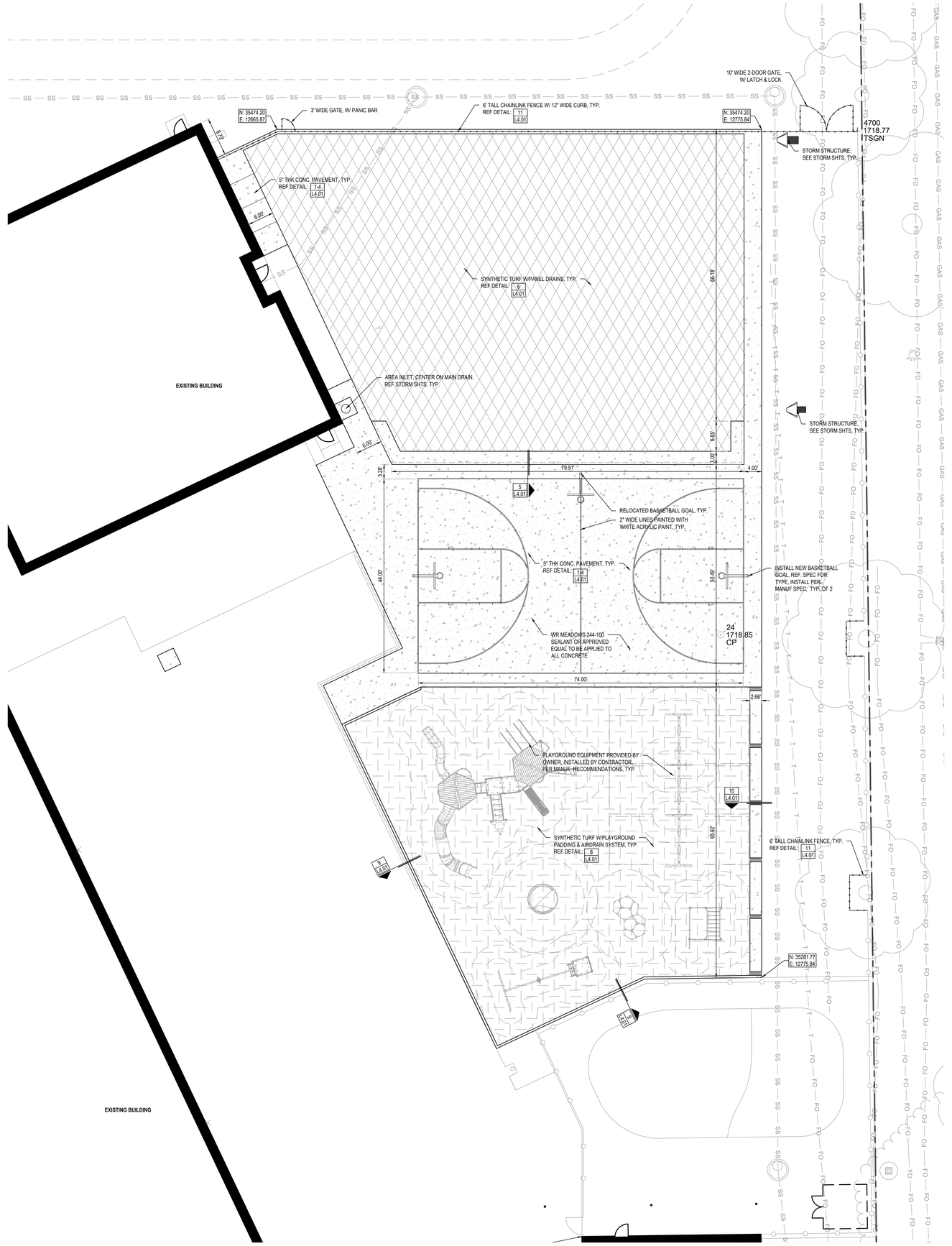

Plot Time Stamp: 4 / 10 / 2026 4:49:16 PM
File Location\Name: \\ce-ln-sv-004\300-399\380-001-21 heartland community schools\03) autocad\east playground\380001-L101.dwg

## HARDSCAPE LEGEND

5" THICK REINFORCED CONCRETE PAVEMENT WITH EVENLY SPACED JOINTS

SYNTHETIC TURF W/PANEL DRAIN

SYNTHETIC TURF W/PLAYGROUND PAD & AIRDRAIN




## SITE LAYOUT PLAN

1" = 10'
0 5 10 20
SCALE IN FEET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Fort Collins, Colorado
Lawrence, Kansas
Kansas City, Missouri
Lincoln, Nebraska
Omaha, Nebraska
Portland, Oregon
Charleston, South Carolina


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COA No. CA0029AE

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**Heartland Community Schools East Playground**

1501 Front Street
Henderson, NE 68371

CE No.: 380-001-21

April 15, 2026

**DRAFT**

PREPARED FOR PRELIMINARY. SUBMISSION AND REVIEW ONLY -- NOT FOR CONSTRUCTION.

Site Layout Plan

**L2.01**


Plot Time Stamp: 4 / 10 / 2026 4:49:35 PM
File Location/Name: \\ce-hn-srv-004\300-399\380-001-21 heartland community schools\03) autocad\east playground\380001-L201.dwg

## GENERAL GRADING NOTES

1. THE GENERAL CONTRACTOR SHALL VERIFY ALL EXISTING SITE CONDITIONS SHOWN ON PLAN. ANY DISCREPANCIES NOTED IN THE FIELD SHALL BE RELAYED TO THE LANDSCAPE ARCHITECT AND OWNER PRIOR TO THE COMMENCEMENT OF WORK.
2. CONTRACTOR TO FOLLOW ALL GEOTHECHNICAL RECOMMENDATIONS FOR SUBGRADE PREPARATION. CONTRACTOR WILL BE HELD RESPONSIBLE FOR SETTLEMENT DUE TO IMPROPER COMPACTION. ANY GEOTECHNICAL/TESTING REPORTS SOLICITED BY THE CONTRACTOR SHALL BE SUBMITTED TO THE OWNER AND THE LANDSCAPE ARCH./ENGINEER.
3. CONTRACTOR TO PRESERVE ALL SURVEY CONTROL.
4. UNDERGROUND IMPROVEMENTS ARE UNKNOWN, UTILITY LOCATIONS ARE SHOWN IN APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO EXISTING UTILITIES AND SHALL REPAIR ANY SUCH DAMAGE AT HIS OWN EXPENSE. THE CONTRACTOR SHALL HAVE ALL UTILITIES LOCATED THROUGH THE 'ONE CALL' SYSTEM BEFORE DIGGING.
5. THE PROPOSED CONTOURS REPRESENT TOP OF SLAB, OR TOP OF SIDEWALK IN PAVEMENT. IN ALL GREEN SPACES, THEY REPRESENT THE FINISHED GRADE SURFACE.
6. ALL LINES SHOWN REPRESENTING PAVEMENT ARE TO BACK OF CURB OR EDGE OF PAVEMENT, UNLESS OTHERWISE NOTED.
7. FILL AND CUT AREAS SHALL BE STRIPPED OF ALL VEGETATION AND TOPSOIL PRIOR TO COMMENCEMENT OF WORK. ALL TOPSOIL SHALL BE REDISTRIBUTED AFTER ROUGH GRADING IS COMPLETED. PRESERVE AND PROTECT THE REDISTRIBUTED TOPSOIL FOR CONSTRUCTION ACTIVITY. MACHINERY SHALL NOT BE ALLOWED TO DRIVE OVER IT. SUFFICIENT TOPSOIL SHOULD BE SALVAGED AND STOCKPILED BY THE CONTRACTOR FOR RE-SPREADING IN PERMANENT PLANTING AND TURF AREAS.
8. CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE AWAY FROM THE BUILDING FOR ALL NATURAL AND PAVED AREAS. DO NOT ALLOW WATER TO FLOW OR POND IN EXCAVATION AREAS.
9. AT THE COMPLETION OF GRADING, THE CONTRACTOR SHALL REMOVE ANY EXCESS EXCAVATION FROM THE SITE. EXCEPT FOR REQUIRED TOPSOIL REQUIRED FOR RE-SPREAD
10. CONTRACTOR IS RESPONSIBLE FOR ALL TRAFFIC CONTROL AND SAFETY MEASURES, IF NECESSARY.
11. THE FINAL GRADE SHOWN FOR ALL PLANTING BEDS INCLUDES THE 3" LAYER OF MULCH SPECIFIED ON SHEET L4.01. THIS MULCH LAYER SHALL BE ACCOMMODATED WITH THE FINE GRADING.

## GENERAL DEMOLITION NOTES

1. CONTRACTOR MUST PROTECT THE PUBLIC AT ALL TIMES WITH FENCING, SIGNING, BARRICADES, ENCLOSURES, ETC. TO THE BEST PRACTICES AND PROCEDURES AVAILABLE
2. CONTINUOUS PEDESTRIAN & VEHICULAR ACCESS SHALL BE MAINTAINED FOR THE EXISTING PROPERTIES AT ALL TIMES DURING THE DEMOLITION OF THE EXISTING FACILITIES.
3. DAMAGE TO ALL EXISTING CONDITIONS TO REMAIN WILL BE REPLACED AT CONTRACTOR'S EXPENSE.
4. THE CONTRACTOR IS RESPONSIBLE FOR THE DEMOLITION, REMOVAL, AND DISPOSING IN A LOCATION APPROVED BY ALL GOVERNING AUTHORITIES OF FENCE, FLUMES, FOUNDATIONS, DRIVES, DRAINAGE STRUCTURES, UTILITIES, ETC. (EXCEPT WHERE NOTED BY ENGINEER), SUCH THAT THE IMPROVEMENTS SHOWN ON THE REMAINING PLANS CAN BE CONSTRUCTED. ALL FACILITIES TO BE REMOVED SHALL BE UNDERCUT TO SUITABLE MATERIAL AND BROUGHT TO GRADE WITH SUITABLE COMPACTED FILL MATERIAL.
5. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL DEBRIS FROM THE SITE AND DISPOSING THE DEBRIS IN A LAWFUL MANNER. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED FOR THE DEMOLITIONS AND DISPOSAL.
6. ALL EXISTING SEWERS, PIPING AND UTILITIES SHOWN ARE NOT TO BE INTERPRETED AS THE EXACT LOCATION, OR AS THE ONLY OBSTACLES THAT MAY OCCUR ON THE SITE. VERIFY EXISTING CONDITIONS AND PROCEED WITH CAUTION AROUND ANY ANTICIPATED FEATURES. GIVE NOTICE TO ALL UTILITY COMPANIES REGARDING DESTRUCTION AND REMOVAL OF ALL SERVICE LINES AND CAP ALL LINES BEFORE PROCEEDING WITH THE WORK. UTILITIES DETERMINED TO BE ABANDONED AND LEFT IN PLACE SHALL BE GROUTED IF UNDER BUILDING.
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9. DO NOT DISRUPT UTILITY SERVICES TO ADJACENT BUSINESSES OR RESIDENCES WITHOUT PRIOR WRITTEN APPROVAL BY THE ENGINEER.
10. DO NOT DISRUPT TRAFFIC ON ADJACENT PUBLIC STREETS WITHOUT PRIOR WRITTEN APPROVAL BY THE CITY.
11. CLEAR TREES AS NECESSARY FOR PROPOSED GRADING, PRESERVE & PROTECT ALL TREES TO REMAIN

## GENERAL NOTES:

1. THE GENERAL CONTRACTOR SHALL VERIFY ALL EXISTING SITE CONDITIONS SHOWN ON PLAN. ANY DISCREPANCIES NOTED IN THE FIELD SHALL BE RELAYED TO THE LANDSCAPE ARCHITECT AND OWNER PRIOR TO THE COMMENCEMENT OF WORK.
2. UNDERGROUND IMPROVEMENTS ARE UNKNOWN, UTILITY LOCATIONS ARE SHOWN IN APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO EXISTING UTILITIES AND SHALL REPAIR ANY SUCH DAMAGE AT HIS OWN EXPENSE. THE CONTRACTOR SHALL HAVE ALL UTILITIES LOCATED THROUGH THE 'ONE CALL' SYSTEM BEFORE DIGGING.
3. FILL AND CUT AREAS SHALL BE STRIPPED OF ALL VEGETATION AND TOPSOIL PRIOR TO COMMENCEMENT OF WORK. ALL TOPSOIL SHALL BE REDISTRIBUTED AFTER ROUGH GRADING IS COMPLETED. PRESERVE AND PROTECT THE REDISTRIBUTED TOPSOIL FOR CONSTRUCTION ACTIVITY. MACHINERY SHALL NOT BE ALLOWED TO DRIVE OVER IT.
4. NO CROSS SLOPE GREATER THAN 2% AND NO SIDEWALK SLOPE GREATER THAN 5% SHALL BE ALLOWED FOR ALL SIDEWALKS. IF ANY CONSTRUCTED SLOPES EXCEED ADA REQUIREMENTS, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REMOVE AND REPLACE AREAS WHERE THE DEVIATION OCCURRED.
5. THE FINAL GRADE SHOWN FOR ALL PLANTING BEDS INCLUDES THE 3" LAYER OF MULCH SPECIFIED ON SHEET L4.01. THIS MULCH LAYER SHALL BE ACCOMMODATED WITH THE FINE GRADING.
6. PROVIDE POSITIVE DRAINAGE AT ALL TIMES WITHIN THE CONSTRUCTION AREA. DO NOT ALLOW WATER TO FLOW OR POND IN EXCAVATION AREAS.

## SEED & SOIL LEGEND:

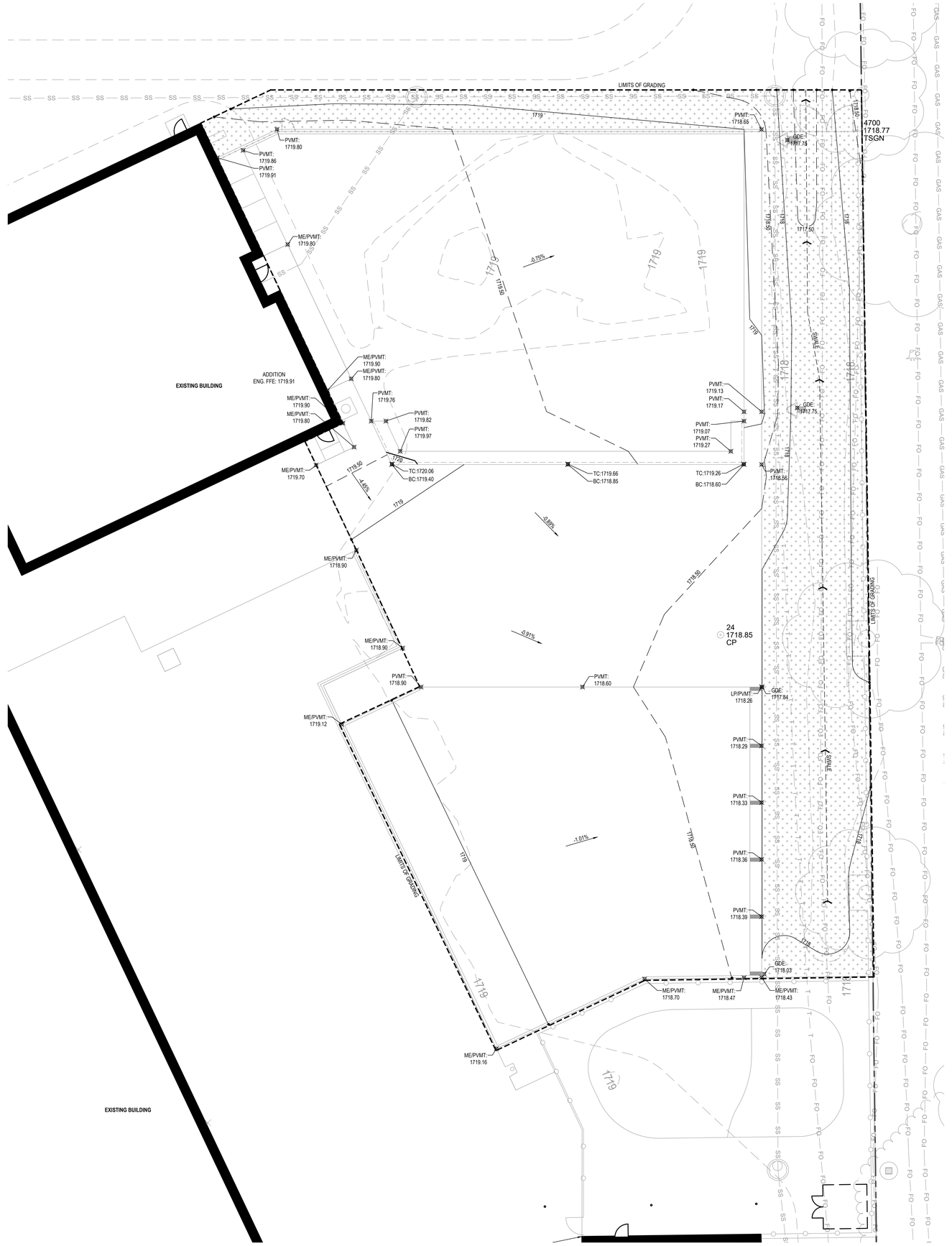
UNITED SEED TUFF TURF TALL FESCUE BLEND
SEE SPEC SECTION 32 92 00 FOR AREA PREPARATION

## SPOT ELEVATION LEGEND

| SYMBOL | DESCRIPTION |
|---|---|
| ME | MATCH EXISTING |
| GDE | GRADE |
| HP | HIGH POINT |
| LP | LOW POINT |
| PVMT | TOP OF PAVEMENT |
| TC | TOP OF CURB |
| BC | BOTTOM OF CURB |
| TR | TOP OF RAMP |
| BR | BOTTOM OF RAMP |
| TW | TOP OF WALL |
| BW | BOTTOM OF WALL |
| DOOR | BUILDING DOOR |
| BLDG | BUILDING |

## LEGEND

- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- LIMITS OF GRADING




## SITE GRADING PLAN

SCALE IN FEET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Kansas City, Missouri
Lincoln, Nebraska
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Portland, Oregon
Charleston, South Carolina


**SHEET HISTORY:**

ISSUED 04/15/2026 Construction Documents

**Per Nebraska State Statute 81-3436, section 6.5.3 Required Information on Technical Submissions**


Clark & Enersen, Inc.
Architecture Contact: Tim Ripp
Engineering Contact: TJ Schirmer
1010 Lincoln Mall, Suite 200
Lincoln, NE 68508
COA No. CA0029AE


Note that this information is being provided as required by state statutes for an organization. The individual in responsible charge for design is designated by the professional stamps on individual drawings. Please follow information in the Project Manual for submitting questions during bidding or construction.

**Construction Documents**

**Heartland Community Schools East Playground**

1501 Front Street
Henderson, NE 68371

CE No.: 380-001-21

April 15, 2026

**DRAFT**

PREPARED FOR PRELIMINARY. SUBMISSION AND REVIEW ONLY -- NOT FOR CONSTRUCTION.

Site Grading Plan

# L3.01


Plot Time Stamp: 4 / 10 / 2026, 4:49:55 PM
File Location/Name: \\ce-ln-sv-004\300-399\380-001-21 heartland community school\03) autocad\east playground\380001-L301.dwg

## GENERAL NOTES

1. THE CONTRACTOR SHALL MAINTAIN STRICT LATERAL CLEARANCE AS SHOWN ON THE PLANS FOR ALL UTILITY LINES.
2. IF ANY OF THE MAIN OR SERVICE ROUTES ARE ADJUSTED IN THE FIELD BY THE CONTRACTOR, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TO THE ENGINEER A RECORD OF THE EXACT LOCATIONS. AT THE CONTRACTOR'S EXPENSE, A LICENSED SURVEYOR SHALL BE RETAINED TO LOCATE THE CONDUIT ROUTES. THE CONTRACTOR SHALL PROVIDE THE SURVEYED LOCATIONS TO THE ENGINEER IN ELECTRONIC FORMAT.
3. ALL TRENCHES SHALL BE BACKFILLED AND COMPACTED.
4. THE CONTRACTOR SHALL RESTORE ANY DISTURBED AREA TO ITS PREVIOUS CONDITION.
5. THE CONTRACTOR SHALL VERIFY ALL VERTICAL AND HORIZONTAL CROSSINGS OF ALL PROPOSED AND EXISTING UTILITIES PRIOR TO INSTALLATION OF CONDUIT, PIPES, APPURTANCES, OR STRUCTURES. CONTACT THE ENGINEER WITH ANY CONFLICTS.
7. ALL CONDUIT STUBS SHALL BE CAPPED AND MARKED ABOVE GROUND WITH REBAR AND A FLAG.

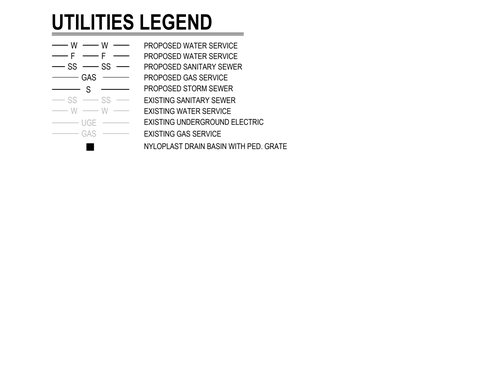
## STORM SEWER NOTES

1. ALL COORDINATES AND DIMENSIONS ARE TO CENTERLINE OF VAULT UNLESS OTHERWISE NOTED.
2. UNLESS OTHERWISE NOTED, ALL STORM SEWER PIPE MATERIAL 18" AND SMALLER SHALL BE ADVANCED DRAINAGE SYSTEMS (ADS) PRODUCT OR APPROVED EQUAL UNLESS CONNECTING TO EXISTING STORM SEWER OF DIFFERENT MATERIAL. ALL FLARED END SECTIONS SHALL BE REINFORCED CONCRETE PER NDOT STANDARD PLAN 410-R5.
3. ALL STORM SEWER PIPE MATERIAL TO CONFORM TO LOCAL CODES.
4. ALL CONCRETE FOR STRUCTURES SHALL BE 4000 PSI CONCRETE PER SPEC.
5. ALL REINFORCING STEEL FOR STRUCTURES SHALL BE EPOXY-COATED AND SHALL BE DEFORMED CONFORMING TO A.S.T.M. SERIAL DESIGNATION A-305-507 AND SHALL SATISFY THE BEND TEST REQUIREMENTS FOR STRUCTURAL GRADE STEEL IN ACCORDANCE WITH THE REQUIREMENTS.
6. MINIMUM DEPTH OF EMBEDMENT FOR REINFORCING STEEL SHALL BE 2" UNLESS OTHERWISE INDICATED.

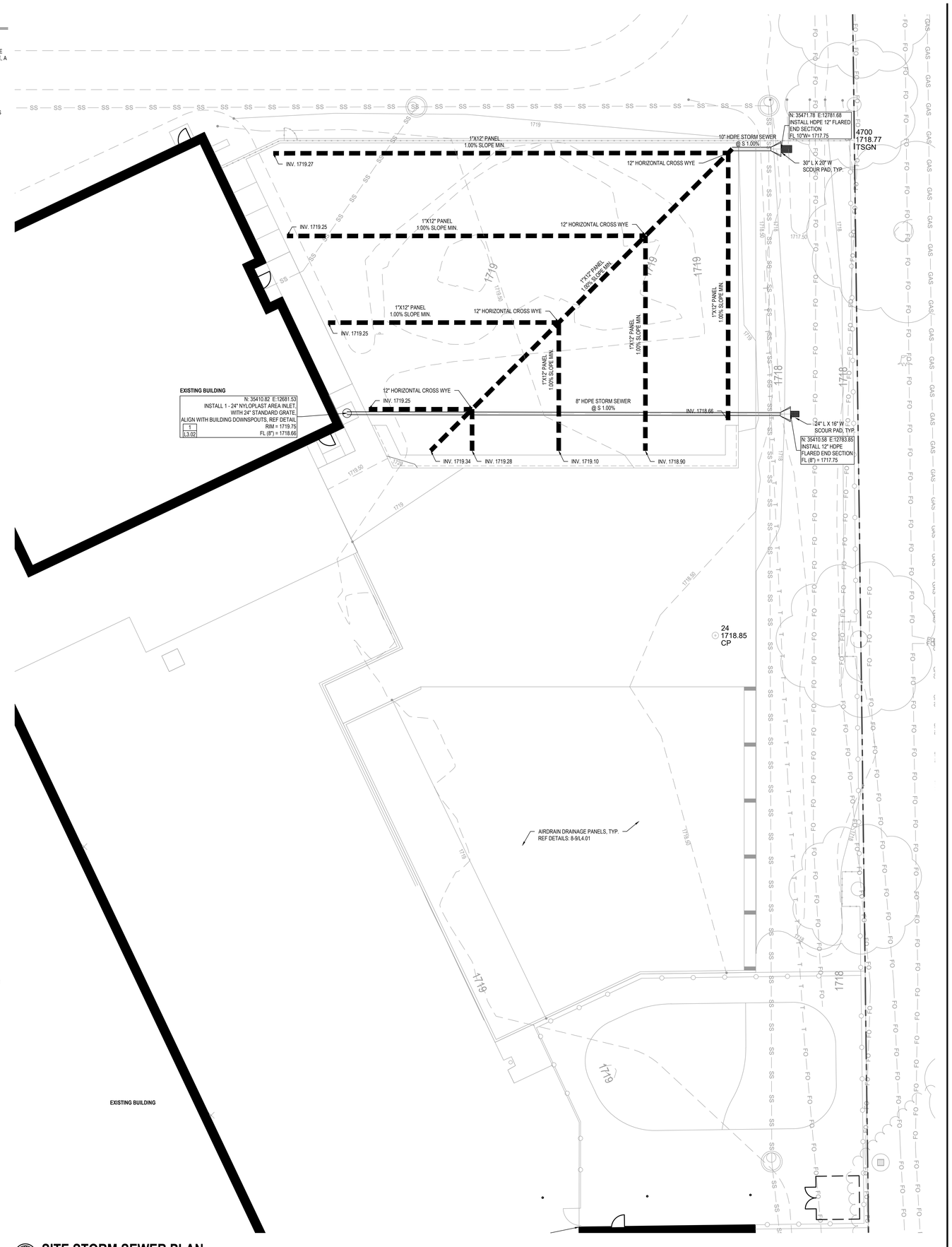
## UTILITIES LEGEND

| | |
|---|---|
| W W | PROPOSED WATER SERVICE |
| F F | PROPOSED WATER SERVICE |
| SS SS | PROPOSED SANITARY SEWER |
| GAS | PROPOSED GAS SERVICE |
| S | PROPOSED STORM SEWER |
| SS SS | EXISTING SANITARY SEWER |
| W W | EXISTING WATER SERVICE |
| UGE | EXISTING UNDERGROUND ELECTRIC |
| GAS | EXISTING GAS SERVICE |
| ■ | NYLOPLAST DRAIN BASIN WITH PED. GRATE |




1 NYLOPLAST DRAIN BASIN
NO SCALE




SITE STORM SEWER PLAN
SCALE IN FEET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**SHEET HISTORY:**

ISSUED 04/15/2026 Construction Documents


**Per Nebraska State Statute 81-3436, section 6.5.3 Required Information on Technical Submissions**

Clark & Enersen, Inc.
Architecture Contact: Tim Ripp
Engineering Contact: TJ Schirmer
1010 Lincoln Mall, Suite 200
Lincoln, NE 68508
COA No. CA0029AE

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**Construction Documents**

**Heartland Community Schools East Playground**

1501 Front Street
Henderson, NE 68371

CE No.: 380-001-21

April 15, 2026

**DRAFT**

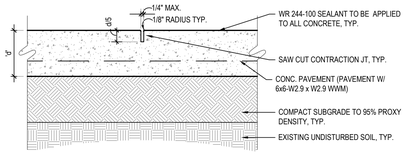
PREPARED FOR PRELIMINARY. SUBMISSION AND REVIEW ONLY -- NOT FOR CONSTRUCTION.

Site Storm Sewer Plan

**L3.02**


Plot Time Stamp: 4 / 10 / 2026 4:50:07 PM
File Location/Name: \\ce-hi-srv-004\300-399\380-001-21 heartland community schools\03) autocad\east playground\380001-L302.dwg

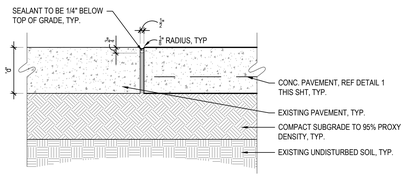
GENERAL NOTE:
'd' = TYPICAL PVMT DEPTH,
AS INDICATED ON LAYOUT SHTS




## 1 SAWCUT CONC. CONTRACTION JOINT

SCALE: 1 1/2"=1'-0" SPACE AT 10'-0" UNLESS OTHERWISE INDICATED

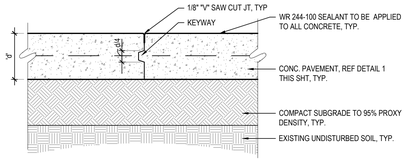
GENERAL NOTE:
- 'd' = TYPICAL PVMT DEPTH, AS INDICATED ON LAYOUT SHTS
- LOCATE WHERE ABUTTING ALL STRUCTURES, BACK OF CURBS, 50' O.C. ALONG WALKS, DRIVE SLABS, & AS INDICATED ON SITE LAYOUT PLAN




## 2 CONCRETE EXPANSION JOINT

SCALE: 1 1/2"=1'-0" (INDICATED EJ ON LAYOUT PLAN)

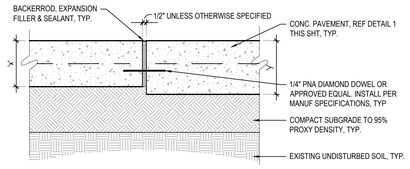
GENERAL NOTE:
'd' = TYPICAL PVMT DEPTH,
AS INDICATED ON LAYOUT SHTS




## 3 CONCRETE CONSTRUCTION JOINT

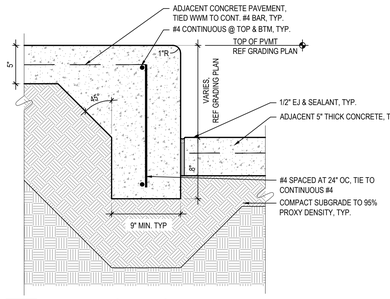
SCALE: 1 1/2"=1'-0"

GENERAL NOTE:
- 'x' AND 'y' = VARIED PVMT DEPTHS AS INDICATED ON LAYOUT PLANS
- LOCATE DIAMOND PLATES WHERE SEPARATE POURS OR VARIED PVMT DEPTHS ABUT. IF JOINT EXCEEDS 60' IN LENGTH, A CONSTRUCTION JOINT SHALL BE USED



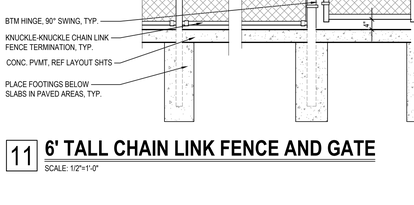

## 4 CONCRETE DOWELED JOINT

SCALE: 1 1/2"=1'-0" (INDICATED DJ ON LAYOUT PLAN)



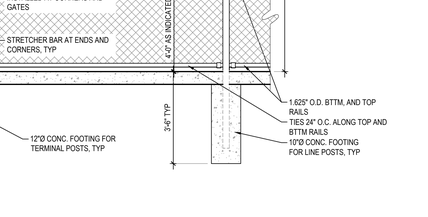

## 5 TURN DOWN CURB

SCALE: 1 1/2"=1'-0"




## 6 TYP. SYNTHETIC TURF W/PANEL DRAIN

SCALE: 1 1/2"=1'-0"




## 7 TYP. CURB/SYNTHETIC TURF W/PANEL DRAIN

SCALE: 1 1/2"=1'-0"




## 8 TYP. SYNTHETIC TURF W/AIRDRAIN

SCALE: 1 1/2"=1'-0"




## 9 TYP. CURB/SYNTHETIC TURF W/AIRDRAIN

SCALE: 1 1/2"=1'-0"




## 10 ACO TRENCH DRAIN

SCALE: 1 1/2"=1'-0"




## 11 6' TALL CHAIN LINK FENCE AND GATE

SCALE: 1/2"=1'-0"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**SHEET HISTORY:**

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**Heartland Community Schools East Playground**

1501 Front Street
Henderson, NE 68371

CE No.: 380-001-21

April 15, 2026

**DRAFT**

PREPARED FOR PRELIMINARY. SUBMISSION AND REVIEW ONLY -- NOT FOR CONSTRUCTION.

Site Details

**L4.01**


Plot Time Stamp: 4 / 10 / 2026 4:50:22 PM
File Location/Name: \\ce-ln-sv-004\300-399\380-001-21 heartland community school\03) autocad\east playground\380001-L401.dwg

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**PROJECT MANUAL – FINAL REVIEW SET**

Heartland Community Schools
East Playground
Henderson, Nebraska

April 9, 2026

Clark & Enersen Project No.: 380-001-21

**Clark & Enersen, Inc.**
**Architecture Contact: Tim Ripp**
**Engineering Contact: TJ Schirmer**
**1010 Lincoln Mall, Suite 200**
**Lincoln, NE 68508**
**COA No. CA0029AE**

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**Please follow information in the Project Manual for submitting questions during bidding or construction.**

**SECTION 00 00 03 - TABLE OF CONTENTS**

## BIDDING REQUIREMENTS AND CONDITIONS OF THE CONTRACT


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- Instructions to Bidders
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- AIA Document A201 General Conditions of the Contract for Construction
- AIA Document A312 Payment Bond
- AIA Document A312 Performance Bond
- 00 42 00 Bid Form


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- 01 31 00 Project Management and Coordination
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END OF SECTION 00 00 03

**INVITATION TO BID**
**EAST PLAYGROUND PROJECT**
**HEARTLAND COMMUNITY SCHOOLS**

1. **PROJECT INFORMATION**. York County School District No. 93-0096, commonly known as Heartland Community Schools (the "School District"), is requesting bids from qualified individuals or entities for a playground project at School District's school site. The project location is Heartland Community Schools, 1501 Front St., Henderson, NE 68371. Limited access to the project site will begin during the week of May 11, 2026, with full access to the site beginning on or about May 21, 2026. Substantial completion must be achieved by August 7, 2026.

2. **PRE-BID CONFERENCE.** All Bidders are invited to attend a pre-bid conference on April 21, 2026, at 1:30 pm local time at Heartland Community Schools, 1501 Front St., Henderson, NE 68371, to familiarize themselves with the site conditions, bidding requirements, General/Supplementary Conditions of Construction, and to ensure comprehension of the specifications. Architect will provide responses to bidders' questions posed at Pre-Bid Conference by Addendum.

3. **BID SUBMISSION AND OPENING.** Bids must be made on the bid form contained in the Bidding Documents. One (1) completed copy of the bid form, signed by the bidder, shall be addressed and delivered to Heartland Community Schools, Attn: Superintendent, 1501 Front St., Henderson, NE 68371. Bids will be received until 1:30 pm local time on May 7, 2026, at which time they will be opened publicly and simultaneously in the presence of bidders and/or their representatives. E-mail, facsimile, electronic, or telephone bids are not allowed. Any bid received after the deadline will not be opened or considered, and will be returned to bidder.

4. **AWARDING OF BID.** The bid will be awarded to the lowest responsible, responsive bidder. The winning bid shall be announced by the Board of Education at its meeting to be held on or about May 11, 2026, or at such other meeting determined by the Board.

5. **BIDDING DOCUMENTS AND BID INSTRUCTIONS**. On and after April 14, 2026, the Bidding Documents and bid instructions may be obtained as follows:

    a. **PDF Documents.** Register and obtain by emailing planroom@clarkenersen.com. Only complete sets of documents will be issued.

    b. **Viewing Procurement and Contracting Documents.** Examine at the locations below:

        i. Lincoln Builder's Bureau, 5910 South 58th Street, Lincoln, NE 68516

ii. F.W. Dodge Corporation, 2507 Ingersoll Avenue, Des Moines, IA 50312
iii. Omaha Builder's Exchange, 4159 South 94th, Omaha, NE 68127
iv. Grand Island Plan Service, 309 West 2nd Street, Grand Island, NE 68801
v. Kearney Builder's Bureau, 1007 2nd Avenue, Kearney, NE 68847
vi. Hastings Builder's Bureau, 301 South Burlington Avenue, Hastings, NE 68901
vii. Central Nebraska Plan Service, 4006 West Redwood Road, North Platte, NE 69103
viii. Sioux City Construction League, 3900 Stadium Drive, Sioux City, IA 51106
ix. Reed Construction Data, 30 Technology Parkway South, Suite 100, Norcross, GA 30092
x. Aberdeen Builder's Exchange, 302 N Jackson St, Aberdeen, SD 57401
xi. Plains Builders Exchange, 220 N Kiwanis Ave Unit 1, Sioux Falls, SD 57104
xii. Sioux Falls Builders Exchange, 1418 N C Ave, Sioux Falls, SD 57104

c. **Plan Room Website:** www.clarkenersen.com/plan-room
   i. Click on project title to view/download the following:
      1. Plan Holders List
      2. Addenda
         a. Registered plan holders will still automatically receive Addenda via email.

6. **INQUIRIES.** All questions, inquiries, or requests for clarification or site inspection should be submitted in writing to planroom@clarkenersen.com.

**INSTRUCTIONS TO BIDDERS**
**EAST PLAYGROUND PROJECT**
**HEARTLAND COMMUNITY SCHOOLS**

1. **PROJECT INFORMATION**. York County School District No. 93-0096, commonly known as Heartland Community Schools (the "School District"), is requesting bids from qualified individuals or entities for a playground project at School District's school site.

   A. **Scope and Nature.** Among other components, the project consists of construction of new playground facilities, including related infrastructure and/or improvements, as shown in more detail in the plans, drawings, and specifications prepared by Architect Clark & Enersen.

   B. **Site**. Heartland Community Schools, 1501 Front St., Henderson, NE 68371.

   C. **Schedule**.

      (1) Limited Access to Project Site: Week of May 11, 2026

      (2) Full Access to Project Site: On or about May 21, 2026

      (3) Substantial Completion: August 7, 2026

The Bidder must, at its expense: provide all labor, materials, tools, and equipment for the project; secure all permits, licenses, and consents required by law or necessary to perform the work; and give all notices and pay all fees and otherwise comply with all applicable city, county, state, and federal laws, ordinances, and rules pertaining to such work.

2. **DEFINITIONS**.

   A. Bidding Documents include the advertisement or invitation to bid; these Instructions to Bidders (and any supplementary instructions); the bid form and any other bidding forms; the unexecuted form of Standard Abbreviated Form of Agreement Between Owner and Contractor (AIA A104-2017), as amended; the Project Manual; and any Drawings, Specifications, Addenda, and all other documents listed in these Instructions to Bidder.

   B. Definitions set forth in other Proposed Contract Documents apply to the Bidding Documents.

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

D. 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.

E. The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Base Bid Work described in the Bidding Documents.

F. The Alternate Bid (or Alternate) is the sum stated in the Bid for which the Bidder offers to perform the Work reflected for the Alternate in the Bidding Documents. On this project, the Alternate Work is in lieu of the Base Bid Work in the same locations. A Bidder may submit a Bid for the Base Bid, for the Alternative Bid, or both. A submission for the Base Bid is not required in order to submit an Alternate Bid. Notwithstanding the foregoing, all Bids must include all work where no alternatives are shown (e.g., coping, etc.).

G. 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.

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

3. **BIDDER'S REPRESENTATIONS AND NOTICE**. By submitting a bid, the Bidder represents and agrees that:

A. The Bidder has read and understands the Bidding Documents;

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

C. The Bid complies with the Bidding Documents;

D. 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 listed above;

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

F. The Bidder has read and understands the provisions set forth in the Bidding Documents, including without limitation the AIA A104-2017, as amended by the School District;

G. The Bidder waives any claim it has, or may have, against the School District and its agents or representatives, and their respective

employees, arising out of, or in connection with, the administration, evaluation, or recommendation of any bid; waiver of any requirements under the bid documents or the contract documents; acceptance or rejection of any bids; and award of the contract; and

H. The Bidder, and any subcontractor, is not currently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from submitting bids to any State or Federal department or agency or any political subdivision of the State of Nebraska.

4. **BIDDING DOCUMENTS**.

A. Bidders must obtain and use complete Bidding Documents when preparing Bids. Neither the School District nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents. The Bidding Documents may be obtained as follows:

(1) PDF Documents. Register and obtain by emailing planroom@clarkenersen.com. Only complete sets of documents will be issued.

(2) Viewing Procurement and Contracting Documents. Examine at the locations below:

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(3) **Plan Room Website:** www.clarkenersen.com/plan-room

a. Click on project title to view/download the following:

a. Plan Holders List

b. Addenda

i. Registered plan holders will still automatically receive Addenda via email.

B. Requests for clarification or interpretation of the Bidding Documents must be submitted by the Bidder in writing to the Architect at planroom@clarkenersen.com, and shall be received by the Architect at least seven days prior to the date for receipt of Bids.

C. Modifications and interpretations of the Bidding Documents will 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.

D. Addenda will be transmitted to Bidders known by the School District to have received complete Bidding Documents.

E. Addenda will be available from the School District.

F. Addenda generally will be issued no later than three days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

G. 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.

H. **Substitution of Materials**. All materials shall be of the very best grade of standard manufacture and first class in every respect. Every brand mentioned in specifications is intended to represent quality and type of materials which will be demanded. It is not the intent to limit materials, equipment, or fixtures to any one manufacturer. Where a definite material, equipment or fixture has been shown or specified, it has been done to set a definite standard and a reference in comparison. If, for any reason, the Bidder should desire to furnish and install substitute materials, equipment or fixtures, it may submit to the School District a list of the same which it proposes to furnish. The opinion of the School District and/or the School District's representative shall be sole and final judge as to the suitability or equality of substituted items.

5. **BIDDING PROCEDURES**.

A. **Preparation of Bids**.

(1) Bids must be submitted on the forms included with or identified in the Bidding Documents.

(2) All blanks on the bid form shall be legibly completed. Paper bid forms must be executed in a non-erasable medium.

(3) Sums must be expressed in numbers unless noted otherwise on the bid form.

(4) Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

(5) All requested Alternates, if any, must be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

(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.

(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 must provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid must be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation must further name the state of incorporation.

(8) A Bidder shall incur all costs associated with the preparation of its Bid.

B. **Bid Security**. The Bidder must submit a bid security on or before the bid submittal deadline in the amount of 5% of the bid amount in the form of a cashier's check, certified check, or bid bond. Bidder pledges that it will enter into a contract with the School District on the terms stated in the bid and will furnish the required bonds covering the faithful performance of the contract and payment of all obligations thereunder. Bidder acknowledges that the damages the School District would incur in the event the Bidder refuses to enter into a contract or fails to furnish such bonds are difficult to determine and are indefinite and uncertain. Therefore, the failure or refusal to enter into a contract or to furnish the

required bond(s) shall result in the forfeiture of the bid security as liquidated damages.

C. **Bid Submission**.

(1) Bids must be made on the bid form enclosed. One (1) completed copy of the bid form, signed by the bidder, shall be addressed and delivered to Heartland Community Schools, Attn: Superintendent, 1501 Front St., Henderson, NE 68371. E-mail, facsimile, electronic, or telephone bids will not be accepted.

(2) The lower left corner of the sealed envelope should read as follows:

BID ENCLOSED
East Playground Project
Heartland Community Schools

(3) Bids will be received until 1:30 pm local time on May 7, 2026.

(4) Any bid received after that time and date will not be opened or considered, and will be returned to the bidder.

(5) The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

D. **Modification or Withdrawal of Bids**.

(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 Superintendent of the Schools. Such notice will be received and duly recorded by the Superintendent on or before the date and time set for receipt of Bids. The Superintendent will 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.

(2) Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

(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 School District of such error within two days or as otherwise required by law. Upon providing evidence of such error to the

reasonable satisfaction of the School District, the Bid shall be withdrawn if allowed by the School District.

(4) Except as otherwise provided by these Instructions, no bid may be withdrawn for a period of thirty (30) days following the opening of Bids.

6. **PRE-BID CONFERENCE.** All Bidders are invited to attend a pre-bid conference on April 21, 2026, at 1:30 pm local time at Heartland Community Schools, 1501 Front St., Henderson, NE 68371, to familiarize themselves with the site conditions, bidding requirements, General/Supplementary Conditions of Construction, and to ensure comprehension of the specifications. Architect will provide responses to bidders' questions posed at Pre-Bid Conference by Addendum.

7. **CONSIDERATION OF BIDS**.

A. **Opening of Bids**. Bids will be opened publicly and simultaneously in the presence of bidders and/or their representatives beginning at 1:30 pm local time on May 7, 2026, or as soon as possible thereafter, at Heartland Community Schools, 1501 Front St., Henderson, NE 68371.

B. **Awarding of Bid**. The Bid will be awarded to the lowest responsible, responsive bidder. The winning Bid shall be announced by the Board of Education at its meeting to be held on or about May 11, 2026, or at such other meeting determined by the Board.

C. Bidders that fail to respond to any request for information or samples, whether written or verbal, may be deemed non-responsive and their bids may not be considered for the award.

D. **Contact with Bidders**. The School District reserves the right to conduct discussions with any or all invited Bidders for the purpose of clarification and modification. Discussion and negotiation may include, but is not limited to, the scope of the work, delivery schedule, and pricing.

E. **Preference for Resident Bidder**. In accordance with NEB. REV. STAT. § 73-101.01, a resident Bidder shall be allowed a preference over a nonresident Bidder from a state which gives or requires a preference to Bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident Bidder.

F. **Qualification of Bidders**. The School District may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the School District all such information and data for this purpose as the School District may request. The School District reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to

satisfy the School District that such Bidder is properly qualified to carry out the obligations of the plans or specifications and to complete the work contemplated therein.

G. **Disqualification of Bidders**. Bidders may be disqualified and their bids disregarded for reasons which include but are not limited to the following:

(1) The School District has reason to believe that Bidder has engaged in collusion.

(2) The Bidder being interested in any litigation against the School District.

(3) The Bidder is in arrears on any existing contract or has defaulted on a previous contract.

(4) The Bidder has uncompleted work which, in the judgment of the School District, will prevent or hinder the prompt completion of this construction project, if it were awarded to the Bidder.

(5) The Bidder has not been in the business for at least five years.

H. Unless otherwise prohibited by law, the School District may 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.

I. Any work subcontracted by the Bidder is to be awarded by competitive bidding unless otherwise agreed by the School District in writing.

J. **Rejection Bids and Waiver of Informalities**. The School District reserves the right (a) to terminate the bid process at any time; (b) to reject any or all bids; and (c) to waive formalities and minor irregularities in the bids received. The School District further reserves the right to conduct a pre-award survey of any firm or individual under consideration to confirm any of the furnished information or to require other evidence of managerial, financial, technical and other capabilities, the positive establishment of which is determined by the School District to be necessary for the successful performance of the contract. The School District further reserves the right to cancel or amend the invitation to bid at any time and will notify all recipients accordingly.

8. **SALES AND USE TAX EXEMPTION.** The School District is exempt from any sales and use tax. *See* 316 NEB. ADMIN. CODE § 1-092.01. Bids shall not include, and the School District will not pay, any sales or use tax on this Project. The School District will provide the successful bidder with applicable sales tax exemption certificates upon written request.

9. **BONDS AND INSURANCE**.

A. To secure the faithful performance of the work and to satisfy all of Bidder's payment obligations that arise on the project, the successful Bidder will be required to provide a payment bond in an amount not less than 100% of the Contract Sum through a corporate surety company, conditioned for the payment of all laborers and mechanics for labor that is performed and for the payment for material and equipment rental which is actually used or rented in the performance of the Contract.

B. The successful Bidder will also be required to provide a performance bond in an amount not less than 100% of the Contract Sum through a corporate surety company.

C. The Contractor shall procure and maintain Commercial General Liability, Business Automobile Liability, Workers' Compensation Insurance, Employers' Liability Insurance, Commercial Umbrella/Excess Liability Insurance, Professional Liability Insurance, Pollution Liability Insurance, and any other insurance and in the amounts required by law or the Contract Documents.

D. The cost of such bonds and insurance must be included in the Bid.

E. **Time of Delivery and Form of Bonds**.

(1) The Bidder must deliver the required bonds to the School District not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder must, prior to commencement of the Work, submit evidence satisfactory to the School District that such bonds will be furnished and delivered as required by these Instructions.

(2) The terms of the performance bond shall be substantially identical to those in the attached AIA A312-2010 Performance Bond as amended by the School District.

(3) The terms of the payment bond shall be substantially identical to those in the attached AIA A312-2010 Payment Bond as amended by the School District and in compliance with NEB. REV. STAT. §§ 52-118 to 118.02.

(4) The bonds shall be dated on or after the date of the Contract.

(5) 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.

10. **REQUIREMENT OF WRITTEN CONTRACT.** The terms and conditions of the contract shall be as provided in the attached Standard Abbreviated Form of Agreement Between Owner and Contractor (AIA A104-2017), as amended. Any proposed changes or modifications to the Contract Documents (other than insertions into contract blanks) must be presented in the Bid and will be taken into account during the selection process. Any Bidder who fails to submit any such changes or modifications with its bid waives the right to request changes in the Contract Documents after the Bid award.

11. **POST-BID INFORMATION**.

A. 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 School District:

(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.

B. The Bidder will be required to establish to the satisfaction of the Architect and/or School District the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

C. Prior to the execution of the Contract, the Architect or School District will notify the Bidder if either the School District or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the School District 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 School District may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

D. Persons and entities proposed by the Bidder and to whom the School District 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 School District and Architect.

12. **INQUIRIES**. Submit all questions, inquiries, or requests for clarification or site inspection in writing to the Architect at planroom@clarkenersen.com.

**BID FORM**
EAST PLAYGROUND PROJECT
HEARTLAND COMMUNITY SCHOOLS

The undersigned bidder hereby agrees to furnish all labor, materials, tools, equipment, services, transportation, supervision, expertise, permits, licenses, notices, fees, and miscellaneous expenses required to complete the Work indicated in the Bidding Documents and proposed Contract Documents, subject to all addenda officially issued prior to bidding, for the following sum for the sum:

Total Lump Sum Base Bid: $_____

_____Dollars
(Amount shown in both numerals and words. In case of discrepancy, words shall govern.)

**Addenda:**
Acknowledge receipt of Addenda No. _____,_____,_____,

Date _____,_____,_____,

And have included the provisions of these Addenda, if any, in my bid. Initials_____

**Voluntary Substitutions**

| Products | Manufacturer | Adjustment in Bid |
|---|---|---|
| _____ | _____ | add / deduct $_____ |
| _____ | _____ | add / deduct $_____ |

By signing below, Bidder agrees to substantially complete the entire project no later than August 7, 2026.

Bidder:_____
(Company)

By:_____ Date:_____
(Signature)

Name:_____ Phone #:_____

Email Address:_____

# DOCUMENT 00 72 00 – GENERAL CONDITIONS

## 1.1 GENERAL CONDITIONS

A. A sample version of AIA Document A104-2017, Standard Abbreviated Form of Agreement between Owner/Contractor, is hereby incorporated into the project manual as appended to this document.

B. A sample version of AIA Document A312-2010, Payment Bond, is hereby incorporated into the project manual as appended to this document.

C. A sample version of AIA Document A312-2010, Performance Bond, is hereby incorporated into the project manual as appended to this document.

D. A Sample version of AIA Document C106-2013, Digital Data Licensing Agreement, is hereby incorporated into the project manual as appended to this document.

END OF DOCUMENT 00 72 00

# AIA® Document A104® – 2017

## *Standard Abbreviated Form of Agreement Between Owner and Contractor*

**AGREEMENT** made as of the 11th day of May in the year 2026

**BETWEEN** the Owner:

York County School District No. 93-0096, c/k/a
Heartland Community Schools
1501 Front St.
Henderson, NE 68371
Attn: Superintendent Jeremy Klein
(402) 723-4434
jklein@heartlandschools.net

and the Contractor:

TBD

for the following Project:

East Playground Project
Heartland Community Schools
1501 Front St.
Henderson, NE 68371

The Architect:

Clark & Enersen, Inc.
1010 Lincoln Mall, Suite 200
Lincoln, NE 68508
Attn: Tim Ripp, AIA
(402) 477-9291
tim.ripp@clarkenersen.com

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.

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## ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents listed in Article 6 of this Agreement or reasonably inferable by the Contractor from the Contract Documents as necessary to produce the results intended by 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 the date of this Agreement.

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


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**§ 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 by the following date: August 7, 2026.

**§ 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** The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that the Owner has entered into, or will enter into, binding agreements demising all or part of the premises where the Work is to be completed based upon the Contractor's achieving Substantial Completion of the Work within the Contract Time including without limitations its obligations to provide classrooms for students. The Contractor further acknowledges and agrees that if the Contractor fails to complete substantially or cause the Substantial Completion of any portion of the Work within the Contract Time, the Owner will sustain extensive damages and serious loss as a result of such failure.

## ARTICLE 3 CONTRACT SUM

**§ 3.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's proper performance of the Contract and completion of the Work. The Contract Sum, including without limitation general conditions and the Contractor's overhead and profit, shall be a lump sum in the amount of $_____.

**§ 3.2** The Contract Sum includes the following allowance(s):
*(Identify each allowance.)*

| Item | Price |
|---|---|
| Contingency Allowance | $25,000.00 |

## ARTICLE 4 PAYMENT

**§ 4.1 Progress Payments**

**§ 4.1.1** Based upon Applications for Payment (including all supporting documentation) submitted to the Owner and 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. In addition to other required items, each Application for Payment shall be accompanied by the following, all in form and substance satisfactory to the Owner and in compliance with applicable statutes of the State of Nebraska:

(i) A current Sworn Statement from the Contractor setting forth all Subcontractors and any material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the application for payment, and the amount to be paid to the Contractor from such progress payment.

(ii) Such other information, documentation, and materials as the Owner, the Architect, or the title insurer may require.

**§ 4.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

**§ 4.1.3** Payments are due and payable thirty (30) days following the Contractor's presentation to the Owner of an Application for Payment that is approved and signed by the Architect, provided that such Architect-approved Application for Payment is received by the Owner in time to be included in the board packet for the next regularly scheduled board meeting and such board meeting actually occurs. Any payment not made within twenty (20) days following the next regularly scheduled meeting that actually occurs after the Architect-approved Application for Payment is timely received by the Owner shall bear interest at the rate of twelve (12) percent per annum.

**§ 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: 10%.

If the Work from which retainage is withheld is fifty percent complete and if the Contractor has performed Work in accordance with the provisions of the Contract Documents, no more than five percent (5%) of any additional progress payment may be withheld as retainage if the Contractor provides or has provided satisfactory and reasonable assurances of continued performance and financial responsibility to complete the Work. Except as provided otherwise herein, the Owner shall have the option, but not the obligation, to reduce the retainage requirements of this Agreement or release any portion of retainage prior to the date specified in the Contract Documents. Any reduction or release of retainage, or portion thereof, however, shall not be a waiver of (i) any of the Owner's rights to retainage in connection with other payments to the Contractor or (ii) any other right or remedy that the Owner has under the Contract Documents, at law, or in equity.

**§ 4.1.5** Payments due and unpaid under the Contract shall bear 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 agreed upon, if any.)*

Twelve Percent (12 %) 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 is due and payable thirty (30) days following the Owner's receipt from Architect of the final Certificate for Payment, provided that such Architect-approved Certificate for Payment is received by the Owner in time to be included in the board packet for the next regularly scheduled board meeting and such board meeting actually occurs. Any finally payment not made within twenty (20) days following the next regularly scheduled meeting that actually occurs after the Architect-approved Certificate for Payment is timely received by the Owner shall bear interest at the rate of twelve (12) percent per annum.

## ARTICLE 5 DISPUTE RESOLUTION

**§ 5.1 Binding Dispute Resolution and Choice of Forum**

All disputes relating to this Agreement shall be resolved pursuant litigation. Mandatory and exclusive venue for any disputes shall be in the appropriate state or federal court for the county in which the Project is located. Any action between the Owner and the Contractor concerning causes of action arising from or related to the Contract must be brought solely and exclusively in the appropriate state or federal trial court for the county in which the Project is located; and the Owner and the Contractor hereby waive any objection to the jurisdiction of such courts over causes of action arising from or related to this Agreement, including but not limited to objections on the basis of lack of personal jurisdiction, improper venue, or forum non conveniens. Nothing herein shall preclude the Parties, if they so choose, from resolving any disputes arising from this Contract via negotiated settlement or voluntary mediation.

## 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** Intentionally deleted.

**§ 6.1.3** The Supplementary and other Conditions of the Contract:

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| Document | Title | Date | Pages |
|---|---|---|---|

**§ 6.1.4** The Specifications:

Specifications prepared by Clark & Enersen.

| Section | Title | Date | Pages |
|---|---|---|---|

**§ 6.1.5** The Drawings:

Drawings prepared by Clark & Enersen.

| 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:

**.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. In the event of inconsistencies within or between parts of the Contract Documents, or between the contract Documents and applicable standards, codes, and ordinances, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Architect's interpretation. The terms and conditions of this Section 7.1, however, shall not relieve the Contractor of any of the obligations set forth in Sections 9.1 and 9.6.

### § 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

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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, except as otherwise provided in any agreement between the Owner and the Architect. 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 protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

**§ 7.7** Intentionally deleted.

**§ 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 by email

to the Owner at: Jeremy Klein, Superintendent
Heartland Community Schools
1501 Front St.
Henderson, NE 68371
jklein@heartlandschools.net

with a copy to: Coady H. Pruett, Owner's Legal Counsel
KSB School Law, PC, LLO
206 S. 13th St., Suite 1100
Lincoln, NE 68508
coady@ksbschoollaw.com

to the Contractor at: TBD

and to the Architect at: Tim Ripp, AIA

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Clark & Enersen
1010 Lincoln Mall, Suite 200
Lincoln, Nebraska 68508
tim.ripp@clarkenersen.com

**§ 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**

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. 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.

**§ 8.4 Extent of the Owner Rights**

**§ 8.4.1** The rights stated in this Article 8 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (i) granted in the Contract Documents, (ii) at law, or (iii) in equity.

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**§ 8.4.2** In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

## 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. Prior to execution of the Agreement, the Contractor and each Subcontractor shall have evaluated and satisfied themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools, and equipment, and (v) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in Section 17.2.1, the Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of this Section 9.1.1.

**§ 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. The exactness of grades, elevations, dimensions, or locations given on any Drawings issued by the Architect, or the work installed by other contractors, is not guaranteed by the Architect or the Owner. The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions, and locations. In all cases of interconnection of its Work with existing or other work, the Contractor shall verify at the site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, dimensions, or locations shall be promptly rectified by the Contractor without any additional cost to the Owner.

**§ 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

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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. The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

**§ 9.5 Taxes**

The Owner is exempt from any sales and use tax. *See* 316 NEB. ADMIN. CODE § 1-092.01. The Contract Sum shall not include, and the Owner will not pay, any sales or use tax on this Project. The Owner will provide the Contractor with applicable sales tax exemption documentation upon written request.

**§ 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. Allowance amounts shall include the Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses.

**§ 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 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

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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 defend, indemnify, and hold harmless the Owner, Architect, Architect's consultants, and its officers, board members, consultants, agents, employees and representatives of any of them (collectively, the "Indemnitees") from and against any and all claims, demands, damages, losses, expenses, lawsuits, actions, cross-claims, counterclaims, third-party actions, liens, damages, debts, obligations, exemplary damages, consequential damages, punitive damages, liabilities, judgments, and causes of action, including but not limited to attorneys' fees and expenses, that arise out of, are related to, or are in connection with the Contract, the Work, the Contractor's performance hereunder, and/or the Contractor's conduct at or related to the Work or the Owner's property (hereinafter "Indemnity Claims"), provided that any such Indemnity Claim is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of the same, but only to the extent caused by the intentional, reckless, or negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or

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indirectly employed by them, or anyone for whose acts they may be liable. 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. Notwithstanding the foregoing, the Contractor's obligations in this section 9.15.1 specifically except any obligation to hold harmless, defend, or indemnify the Indemnitees against any Indemnity Claim solely caused by the Owner's own negligent or reckless conduct.

**§ 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** Intentionally deleted.

**§ 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.

## 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

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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.

**§ 11.4** All subcontracts shall be in writing in form and substance substantially similar to the Contractor's standard form subcontract and shall specifically provide that the Owner is an intended third-party beneficiary of such subcontract.

## 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

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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. No adjustment in the Contract Time or Contract Sum shall be permitted, however, in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or that reasonably should have been disclosed by the Contractor's (i) prior inspections, tests, reviews, and preconstruction services for the Project, or (ii) inspections, tests, reviews, and preconstruction services that the Contractor had the opportunity to make or should have performed in connection with the Project.

**§ 13.5** Except as permitted in Section 13.1, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by an alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

**§ 13.6** Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

## 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 may be extended by Change Order to the extent such delay will prevent the Contractor from achieving Substantial Completion within the Contract Time and if the performance of the Work is not, was not, or would not have been delayed by any other cause for which the Contractor is not entitled to an extension in the Contract Time under the Contract Documents. The Contractor further acknowledges and agrees that adjustments in the Contract Time will be permitted for a delay only to the extent such delay (i) is not caused, or could not have been anticipated, by the Contractor, (ii) could not be limited or avoided by the Contractor's timely notice to the Owner of the delay or reasonable likelihood that a delay will occur, and (iii) is of a duration not less than one (1) day.

**§ 14.6** Notwithstanding anything to the contrary in the Contract Documents, an extension in the Contract Time, to the extent permitted under Section 14.5, shall be the sole remedy of the Contractor for any (i) delay in the commencement, prosecution, or completion of the Work, (ii) hindrance, interference, suspension or obstruction in the performance of the Work, (iii) loss of productivity, or (v) other similar claims (items i through iv herein collectively referred to in this Section 14.6 as "Delays") whether or not such Delays are foreseeable, unless a Delay is caused by acts of the Owner constituting active interference with the Contractor's performance of the Work, and only to the extent such acts continue after the Contractor furnishes the Owner with notice of such interference. In no event shall the Contractor be entitled to any compensation or recovery of any damages, in connection with any Delay, including without limitation consequential damages, lost opportunity costs, impact damages, or other similar remuneration. The Owner's exercise of any of its rights or remedies under the Contract Documents (including without limitation ordering changes in the Work, or directing suspension, rescheduling, or correction of the Work), regardless of the extent or frequency of the Owner's exercise of such rights or remedies,

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shall not be construed as intentional interference with the Contractor's performance of the Work.

## ARTICLE 15 PAYMENTS AND COMPLETION

### § 15.1 Schedule of Values

**§ 15.1.1** The Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum 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** Intentionally deleted.

### § 15.3 Applications for Payment

**§ 15.3.1** Each Application for Payment shall include an itemization and be 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; and shall reflect retainage if provided for in the Contract Documents. 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** Intentionally deleted.

**§ 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

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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; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

**§ 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

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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. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.

**§ 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 foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

### § 16.2 Hazardous Materials and Substances

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**§ 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.

## 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; and such insurance company or insurance companies shall have an A.M. Best rating of not less than A- VIII. 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 ($1,000,000) each occurrence, Two Million Dollars ($2,000,000) general aggregate, and Two Million Dollars ($2,000,000) aggregate for products-completed operations hazard, providing coverage no less broad than the ISO CG 00 01 coverage form and for claims including, without limitation,

- **.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.

The Contractor's completed operations coverage shall be maintained for the period of time the Owner may be held legally liable for the Contractor's services, work, or conduct. On behalf of itself and its commercial general liability insurer, the Contractor waives subrogation in favor of the Owner; and further the Contractor shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

**§ 17.1.3** Automobile Liability insurance covering vehicles owned by the Contractor and hired and non-owned vehicles used by the Contractor, its employees, and agents with policy limits of not less than One Million Dollars ($1,000,000) combined single limit, 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. On behalf of itself and its automobile liability insurer, the Contractor waives subrogation in favor of the Owner; and further the Contractor shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

**§ 17.1.4** Workers' Compensation at statutory limits. On behalf of itself and its workers compensation insurer, the Contractor waives subrogation in favor of the Owner; and further the Contractor shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

**§ 17.1.5** Employers' Liability with policy limits not less than One Million Dollars ($1,000,000) each accident, One Million Dollars ($1,000,000) each employee, and One Million Dollars ($1,000,000) policy limit. On behalf of itself and its employers' liability insurer, the Contractor waives subrogation in favor of the Owner; and further the Contractor shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

**§ 17.1.6** Commercial Umbrella/Excess Liability Insurance with limits of at least Four Million Dollars ($4,000,000) in excess of Commercial General Liability, Automobile Liability, and Employers' Liability insurance limits such that the total limits of liability of each underlying policy together with the limit of the Commercial

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Umbrella/Excess Liability policy is no less than Five Million Dollars ($5,000,000) per occurrence. Coverage under the Commercial Umbrella/Excess Liability policy shall result in the in the same or greater coverage as those required under Sections 17.1.2, 17.1.3, and 17.1.5 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. On behalf of itself and its commercial umbrella/excess liability insurer, the Contractor waives subrogation in favor of the Owner; and further the Contractor shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

**§ 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 One Million Dollars ($1,000,000) per claim and One Million Dollars ($1,000,000) in the aggregate. The coverage required in this section shall be maintained for at least five (5) years following termination of the Contract.

**§ 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 One Million Dollars ($1,000,000) per claim and One Million Dollars ($1,000,000) in the aggregate. The coverage required in this section shall be maintained for at least five (5) years following termination of the Contract.

**§ 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 One Million Dollars ($1,000,000) per claim and One Million Dollars ($1,000,000) 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. The Owner's acceptance of the Contractor's certificate(s) of insurance does not relieve any of the Contractor's responsibilities under the Contract and shall not constitute a waiver of the Contractor's obligation to provide insurance as required by this Contract. The Owner has the right to receive copies of any of the Contractor's insurance policies (including without limitation declaration pages, policy forms, and all endorsements) upon written request.

**§ 17.1.11** The Contractor shall disclose to the Owner in writing any large deductible (at least $10,000) or self-insured retentions applicable to any insurance required to be provided by the Contractor, and such large deductible or self-insured retention is subject to the Owner's written approval. The Owner has the right to require a proper form of collateral for any such large deductible or self-insured retention.

**§ 17.1.12** To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 (including without limitation Commercial General Liability and Commercial Umbrella/Excess Liability coverage) to include (1) the Owner as an additional insured 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. Notwithstanding the foregoing, the Contractor shall NOT include the Owner as an additional insured on any policy required by Sections 17.1.7, 17.1.18, or 17.1.9 to the extent that such policies include any so-called "insured-versus-insured" exclusion. 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. The Owner shall continue as an additional insured, upon the terms herein, for the period of time the Owner may be held legally liable for the Contractors' services, Work, or conduct. The Contractor shall require all of its subcontractors to include the Owner as an additional insured, upon terms substantially identical to those stated above, on the subcontractors' Commercial General Liability coverage.

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**§ 17.1.13** The Contractor (or its insurance carrier(s) must provide written notice to the Owner no less than thirty (30) days prior to any cancellation or non-renewal of the Contractor's insurance. 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 written 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** Among other grounds to withhold payment, the Contractor's failure to fully comply with all insurance requirements in this Section 17.1 provides the Owner sufficient grounds to withhold some or all payments otherwise due the Contractor. The Owner has the right, but not necessarily the obligation, to declare the Contractor's failure to fully comply with the insurance requirements in this Section 17.1 a material breach of the Contractor's obligations under this Contract.

**§ 17.1.15** All of the coverage limits stated in this Section 17.1 are minimum insurance limits and shall not be construed in any way to limit the liability of the Contractor.

**§ 17.1.16** The Contractor's insurance, whether or not specified above, shall be primary to any insurance maintained by the Owner.

**§ 17.1.17** The Contractor must require that its subcontractors meet or excess the minimum insurance requirements in this Contract.

**§ 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 Contractor shall not include, and shall not charge Owner for, any builder's risk coverage for all or any part of the Project.

**§ 17.3 Performance Bond and Payment Bond**

**§ 17.3.1** The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

Payment Bond in an amount not less than 100% of the Contract Sum through a corporate surety company, conditioned for the payment of all laborers and mechanics for labor that is performed and for the payment for material and equipment rental which is actually used or rented in the performance of the Contract.

Performance Bond in an amount not less than 100% of the Contract Sum.

The form of such bonds shall be identical in substance to the AIA A312-2010 Payment Bond, as amended, and the AIA A312-2010 Performance Bond, as amended, each of which were included in the bid package for this project.

**§ 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.

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**§ 18.2** In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Final Completion of the Work or designated portion thereof or after the date for commencement of warranties 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** Upon completion of any Work under or pursuant to this Article 18, the one (1)-year correction period in connection with the Work requiring correction shall be renewed and recommence. The obligations under Article 18 shall cover any repairs and replacement to any part of the Work or other property that is damaged by the defective Work.

## 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

All aspects of the Contract shall be governed by, and construed in accordance with, the internal laws of the State of Nebraska, without regarding to its choice of law rules.

### § 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:

Superintendent Jeremy Klein
Heartland Community Schools
1501 Front St.
Henderson, NE 68371
(402) 723-4434
jklein@heartlandschools.net

**§ 19.5** The Contractor's representative:

TBD

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

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**§ 19.7** The Contractor represents and warrants the following to the Owner (in addition to any other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement, and the final completion of the Work:

**.1** that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;

**.2** that it is able to furnish the plant, tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;

**.3** that it is authorized to do business in the State of Nebraska and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the Project;

**.4** that its execution of this Agreement and its performance thereof is within its duly authorized powers;

**.5** that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents; and

**.6** that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the work with the care, skill, and diligence of such a contractor.

The foregoing warranties are in addition to, and not in lieu of, any and all other liability imposed upon the Contractor by law with respect to the Contractor's duties, obligations, and performance hereunder. The Contractor acknowledges that the Owner is relying upon the Contractor's skill and experience in connection with the Work called for hereunder.

**§19.8** When present on the Owner's property, the Contractor, Subcontractors, a Sub-subcontractor, or anyone directly or indirectly employed by or representing any of them, shall

**.1** carry photo identification;
**.2** not smoke or otherwise use tobacco;
**.3** not use, or be under the influence of, alcohol or drugs;
**.4** not carry a firearm or other weapon; and
**.5** comply with all of the Owner's rules, policies, procedures which are intended to protect the safety and health of its faculty, staff, students, and visitors.

**§ 19.9** The Contractor and all Subcontractors, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by Nebraska law, during the performance of this Agreement while on school premises or at school related functions. The Contractor and all Subcontractors, if any, shall not possess any weapon, as defined by Nebraska law and the federal "Drug-Free Schools Act," on school property or at school related functions. The Contractor and all Subcontractors, if any, also shall adhere to all Owner's policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on school premises or at school related functions. Failure to comply with this provision may be considered a material breach. The Owner may suspend or terminate the Contractor, Subcontractor, or both if it violates these laws, regulations, or policies or this provision.

**§ 19.10** The Contractor shall maintain fair labor standards throughout the performance of this Contract. The Contractor shall file with the Owner a statement that the Contractor is complying with, and will continue to comply with, fair labor standards in the pursuit of its business and in the execution of the Contract. Any additional contract entered into between Contractor and Owner shall include a provision that in the execution of the contract, fair labor standards shall be maintained. For purposes of this section, the phrase "fair labor standards" means such

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a scale of wages and conditions of employment as are paid and maintained by at least fifty percent of the contractors in the same business or field of endeavor as the Contractor.

**§ 19.11** The Contractor shall pay to the Unemployment Compensation Fund of the State of Nebraska and the State Unemployment Insurance Trust Fund unemployment combined tax and interest due under the Employment Security Law on wages paid to individuals employed in the performance of the Contract as required by NEB. REV. STAT. § 48-657.

**§ 19.12** The Contractor shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If the Contractor employs or contracts with any Subcontractor or other service provider in connection with this Agreement, the Contractor shall include a provision in the contract requiring the Subcontractor or other service provider to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

**§ 19.13** The failure of either party to exercise any of its rights under this Agreement for a breach or violation thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach or violation.

**§ 19.14** If for any reason whatsoever, any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable or invalid as applied to any particular case or in all cases, such circumstances shall not have the effect of rendering such provision invalid in any other case or of rendering any other provision of this Agreement inoperative, unenforceable or invalid.

**§ 19.15** The Contractor and all Subcontractors, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

**§ 19.16** The Contractor acknowledges that the Owner must comply with NEB. REV. STAT. § 84-712 through § 84-713 and release public records as defined law upon request, which may include this Agreement and all records created and maintained in relation to this Agreement.

## 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, 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.

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**§ 20.2.4** If the unpaid balance of the Contract Sum is less than all costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive the termination of the Contract. If the unpaid balance of the Contact Sum is greater than all costs of finishing the Work, including compensation for the services and expenses of the Architect made necessary thereby, the Contractor shall receive payment for Work properly performed by the Contractor for which payment was not made previously; any excess amounts shall be retained by the Owner.

**§ 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. The Contractor hereby waives and forfeits all other claims for payment and damages, including, without limitation, anticipated profits on Work not executed. The Owner shall be credited for (i) payments previously made to the Contractor for the terminated portion of the Work, (ii) claims that the Owner has against the Contractor under the Contract, and (iii) the value of the materials, supplies, equipment, or other items that are to be disposed of by the Contractor that are part of the Contract Sum.

**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 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 or more than ten (10) years beyond the time of the act giving rise to the cause of action, whichever is later. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3.

**§ 21.4 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.

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

| **OWNER** *(Signature)* | **CONTRACTOR** *(Signature)* |
|---|---|
| BY: Jeremy Klein, Superintendent | BY: TBD |
| *(Printed name and title)* | *(Printed name and title)* |

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*AIA® Document A104® – 2017*

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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**Changes to original AIA text**

**PAGE 1**

**AGREEMENT** made as of the 11th day of May in the year 2026

~~*(In words, indicate day, month and year.)*~~
~~*(Name, legal status, address and other information)*~~

York County School District No. 93-0096, c/k/a

Heartland Community Schools

1501 Front St.

Henderson, NE 68371

Attn: Superintendent Jeremy Klein

(402) 723-4434

jklein@heartlandschools.net

~~*(Name, legal status, address and other information)*~~

~~*(Name, location and detailed description)*~~

East Playground Project

Heartland Community Schools

1501 Front St.

Henderson, NE 68371

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~~*(Name, legal status, address and other information)*~~

Clark & Enersen, Inc.

1010 Lincoln Mall, Suite 200

Lincoln, NE 68508

Attn: Tim Ripp, AIA

(402) 477-9291

tim.ripp@clarkenersen.com

**PAGE 2**

The Contractor shall execute the Work described in the Contract Documents listed in Article 6 of this Agreement or reasonably inferable by the Contractor from the Contract Documents as necessary to produce the results intended by the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

**PAGE 3**

**§ 2.1** The date of commencement of the Work shall be~~:~~
~~*(Check one of the following boxes.)*~~
~~[ ] The~~ the date of this Agreement.

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

**§ 2.3.1** 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:~~ by the following date: August 7, 2026.

**§ 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~~The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that the Owner has entered into, or will enter into, binding agreements demising all or part of the premises where the Work is to be completed based upon the Contractor's achieving Substantial Completion of the Work within the Contract Time including without limitations its obligations to provide classrooms for students. The Contractor further acknowledges and agrees that if the Contractor fails to complete substantially or cause the Substantial Completion of any portion of the Work within the Contract Time, the Owner will sustain

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extensive damages and serious loss as a result of such failure.

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

[ ] 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 Documents.and completion of the Work. The Contract Sum, including without limitation general conditions and the Contractor's overhead and profit, shall be a lump sum in the amount of $_____.

**§ 3.2.1** The StipulatedContract 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.)*

**§ 3.2.3** Allowances, if any, included in the stipulated sum:
includes the following allowance(s):

**PAGE 4**

**§ 3.3 Cost of the Work Plus Contractor's Fee**

**§ 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**

**§ 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**

**§ 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.)*

**§ 3.4.3.4** Allowances, if any, included in the Guaranteed Maximum Price:

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~~*(Identify each allowance.)*~~

~~**§ 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 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:~~

~~*(Insert terms and conditions for liquidated damages, if any.)*~~

~~**ARTICLE 4 PAYMENT**~~

**ARTICLE 4 PAYMENT**

**§ 4.1.1** Based upon Applications for Payment (including all supporting documentation) submitted to the Owner and 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.~~-~~ In addition to other required items, each Application for Payment shall be accompanied by the following, all in form and substance satisfactory to the Owner and in compliance with applicable statutes of the State of Nebraska:

(i) A current Sworn Statement from the Contractor setting forth all Subcontractors and any material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the application for payment, and the amount to be paid to the Contractor from such progress payment.

(ii) Such other information, documentation, and materials as the Owner, the Architect, or the title insurer may require.

**§ 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 Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the day of the 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 ( ) days after the Architect receives the Application for Payment.~~

**PAGE 5**

~~*(Federal, state or local laws may require payment within a certain period of time.)*~~

Payments are due and payable thirty (30) days following the Contractor's presentation to the Owner of an Application for Payment that is approved and signed by the Architect, provided that such Architect-approved Application for Payment is received by the Owner in time to be included in the board packet for the next regularly scheduled board meeting and such board meeting actually occurs. Any payment not made within twenty (20) days following the next regularly scheduled meeting that actually occurs after the Architect-approved Application for

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Payment is timely received by the Owner shall bear interest at the rate of twelve (12) percent per annum.

**§ 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: 10%.

~~*(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.)*~~

If the Work from which retainage is withheld is fifty percent complete and if the Contractor has performed Work in accordance with the provisions of the Contract Documents, no more than five percent (5%) of any additional progress payment may be withheld as retainage if the Contractor provides or has provided satisfactory and reasonable assurances of continued performance and financial responsibility to complete the Work. Except as provided otherwise herein, the Owner shall have the option, but not the obligation, to reduce the retainage requirements of this Agreement or release any portion of retainage prior to the date specified in the Contract Documents. Any reduction or release of retainage, or portion thereof, however, shall not be a waiver of (i) any of the Owner's rights to retainage in connection with other payments to the Contractor or (ii) any other right or remedy that the Owner has under the Contract Documents, at law, or in equity.

Twelve Percent (12 %) per annum

**§ 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~~is due and payable thirty (30) days following the Owner's receipt from Architect of the final Certificate for Payment, ~~or as follows:~~provided that such Architect-approved Certificate for Payment is received by the Owner in time to be included in the board packet for the next regularly scheduled board meeting and such board meeting actually occurs. Any finally payment not made within twenty (20) days following the next regularly scheduled meeting that actually occurs after the Architect-approved Certificate for Payment is timely received by the Owner shall bear interest at the rate of twelve (12) percent per annum.

**§ 5.1 Binding Dispute Resolution and Choice of Forum**

~~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~~
~~[ ] Litigation in a court of competent jurisdiction~~
~~[ ] Other *(Specify)*~~

**PAGE 6**

All disputes relating to this Agreement shall be resolved pursuant litigation. Mandatory and exclusive venue for any disputes shall be in the appropriate state or federal court for the county in which the Project is located. Any action between the Owner and the Contractor concerning causes of action arising from or related to the Contract must be brought solely and exclusively in the appropriate state or federal trial court for the county in which the Project is located; and the Owner and the Contractor hereby waive any objection to the jurisdiction of such courts over causes of action arising from or related to this Agreement, including but not limited to objections on the basis of lack of personal jurisdiction, improper venue, or forum non conveniens. Nothing herein shall preclude the Parties, if they so choose, from resolving any disputes arising from this Contract via negotiated settlement or voluntary mediation.

**§ 6.1.2** ~~Building information modeling exhibit, dated as indicated below:~~Intentionally deleted.

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~~*(Insert the date of the building information modeling exhibit incorporated into this Agreement.)*~~

~~*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*~~

Specifications prepared by Clark & Enersen.

~~*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*~~

Drawings prepared by Clark & Enersen.

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~~*(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:~~
~~[ ] Supplementary and other Conditions of the Contract:~~

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. In the event of inconsistencies within or between parts of the Contract Documents, or between the contract Documents and applicable standards, codes, and ordinances, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Architect's interpretation. The terms and conditions of this Section 7.1, however, shall not relieve the Contractor of any of the obligations set forth in Sections 9.1 and 9.6.

**§ 7.5 Ownership and ~~use~~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, except as otherwise provided in any agreement between the Owner and the Architect. 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.

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The parties shall agree upon ~~written~~ protocols governing the transmission and use of~~, and reliance on,~~ Instruments

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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~~Intentionally deleted.

**§ 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:~~by email

to the Owner at: Jeremy Klein, Superintendent

Heartland Community Schools

1501 Front St.

~~*(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.)*~~

Henderson, NE 68371

jklein@heartlandschools.net

with a copy to: Coady H. Pruett, Owner's Legal Counsel

KSB School Law, PC, LLO

206 S. 13th St., Suite 1100

Lincoln, NE 68508

coady@ksbschoollaw.com

to the Contractor at: TBD

and to the Architect at: Tim Ripp, AIA

Clark & Enersen

1010 Lincoln Mall, Suite 200

Lincoln, Nebraska 68508

tim.ripp@clarkenersen.com



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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.

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~~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.

**§ 8.4 Extent of the Owner Rights**

**§ 8.4.1** The rights stated in this Article 8 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (i) granted in the Contract Documents, (ii) at law, or (iii) in equity.

**§ 8.4.2** In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

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**§ 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. Prior to execution of the Agreement, the Contractor and each Subcontractor shall have evaluated and satisfied themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools, and equipment, and (v) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in Section 17.2.1, the Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of this Section 9.1.1.

**§ 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. The exactness of grades, elevations, dimensions, or locations given on any Drawings issued by the Architect, or the work installed by other contractors, is not guaranteed by the Architect or the Owner. The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions, and locations. In all cases of interconnection of its Work with

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existing or other work, the Contractor shall verify at the site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, dimensions, or locations shall be promptly rectified by the Contractor without any additional cost to the Owner.

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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~~The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

The Owner is exempt from any sales and use tax. *See* 316 NEB. ADMIN. CODE § 1-092.01. The Contract Sum shall not include, and the Owner will not pay, any sales or use tax on this Project. The Owner will provide the Contractor with applicable sales tax exemption documentation upon written request.

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. Allowance amounts shall include the 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~~.

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

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**§ 9.15.1** To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, Architect, Architect's consultants, and its officers, board members, consultants, agents~~ and employees~~, employees and representatives of any of them (collectively, the "Indemnitees") from and against any and all claims, demands, damages, losses~~ and expenses~~, expenses, lawsuits, actions, cross-claims, counterclaims, third-party actions, liens, damages, debts, obligations, exemplary damages, consequential damages, punitive damages, liabilities, judgments, and causes of action, including but not limited to attorneys' fees~~, arising~~ and expenses, that arise out of~~ or resulting from performance of the Work, provided that such claim, damage, loss, or expense~~, are related to, or are in connection with the Contract, the Work, the Contractor's performance hereunder, and/or the Contractor's conduct at or related to the Work or the Owner's property (hereinafter "Indemnity Claims"), provided that any such Indemnity Claim is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of the same, but only to the extent caused by the intentional, reckless, or 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. Notwithstanding the foregoing, the Contractor's obligations in this section 9.15.1 specifically except any obligation to hold harmless, defend, or indemnify the Indemnitees against any Indemnity Claim solely caused by the Owner's own negligent or reckless conduct.

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**§ 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.~~Intentionally deleted.

**§ 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.~~

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**§ 11.4** All subcontracts shall be in writing in form and substance substantially similar to the Contractor's standard form subcontract and shall specifically provide that the Owner is an intended third-party beneficiary of such subcontract.

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**§ 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. No adjustment in the Contract Time or Contract Sum shall be permitted, however, in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or that reasonably should have been disclosed by the Contractor's (i) prior inspections, tests, reviews, and preconstruction services for the Project, or (ii) inspections, tests, reviews, and preconstruction services that the Contractor had the opportunity to make or should have performed in connection with the Project.

**§ 13.5** Except as permitted in Section 13.1, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by an alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

**§ 13.6** Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

**§ 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~~may be extended by Change Order to the extent such delay will prevent the Contractor from achieving Substantial Completion within the Contract Time and if the performance of the Work is not, was not, or would not have been delayed by any other cause for which the Contractor is not entitled to an extension in the Contract Time under the Contract Documents. The Contractor further acknowledges and agrees that adjustments in the Contract Time will be permitted for a delay only to the extent such delay (i) is not caused, or could not have been anticipated, by the Contractor, (ii) could not be limited or avoided by the Contractor's timely notice to the Owner of the delay or

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reasonable likelihood that a delay will occur, and (iii) is of a duration not less than one (1) day.

**§ 14.6** Notwithstanding anything to the contrary in the Contract Documents, an extension in the Contract Time, to the extent permitted under Section 14.5, shall be the sole remedy of the Contractor for any (i) delay in the commencement, prosecution, or completion of the Work, (ii) hindrance, interference, suspension or obstruction in the performance of the Work, (iii) loss of productivity, or (v) other similar claims (items i through iv herein collectively referred to in this Section 14.6 as "Delays") whether or not such Delays are foreseeable, unless a Delay is caused by acts of the Owner constituting active interference with the Contractor's performance of the Work, and only to the extent such acts continue after the Contractor furnishes the Owner with notice of such interference. In no event shall the Contractor be entitled to any compensation or recovery of any damages, in connection with any Delay, including without limitation consequential damages, lost opportunity costs, impact damages, or other similar remuneration. The Owner's exercise of any of its rights or remedies under the Contract Documents (including without limitation ordering changes in the Work, or directing suspension, rescheduling, or correction of the Work), regardless of the extent or frequency of the Owner's exercise of such rights or remedies, shall not be construed as intentional interference with the Contractor's performance of the Work.

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**§ 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~~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.

**§ 15.2 ~~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.~~

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~~**§ 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~~Intentionally deleted.

**§ 15.3 Applications for Payment**

**§ 15.3.1** Each Application for Payment shall include an itemization and be 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; and shall reflect retainage if provided for in the Contract Documents. 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~~Intentionally deleted.

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**§ 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; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

**§ 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~~All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.

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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

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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.

~~**§ 16.2.2** 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.~~

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**§ 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; and such insurance company or insurance companies shall have an A.M. Best rating of not less than A- VIII. 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 ($1,000,000) each occurrence, ~~($~~ Two Million Dollars ($2,000,000) general aggregate, and ~~($~~ Two Million Dollars ($2,000,000) aggregate for products-completed operations hazard, providing coverage no less broad than the ISO CG 00 01 coverage form and for claims including, without limitation,

**.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 ($ ) per accident~~The Contractor's completed operations coverage shall be maintained for the period of time the Owner may be held legally liable for the Contractor's services, work, or conduct. On behalf of itself and its commercial general liability insurer, the Contractor waives subrogation in favor of

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the Owner; and further the Contractor shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

**§ 17.1.3** Automobile Liability insurance covering vehicles owned by the Contractor and hired and non-owned vehicles used by the Contractor, its employees, and agents with policy limits of not less than One Million Dollars ($1,000,000) combined single limit, 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. On behalf of itself and its automobile liability insurer, the Contractor waives subrogation in favor of the Owner; and further the Contractor shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

**§ 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,~~Workers' Compensation at statutory limits. On behalf of itself and its workers compensation insurer, the Contractor waives subrogation in favor of the Owner; and further the Contractor shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

**§ 17.1.5** Employers' Liability with policy limits not less than One Million Dollars ($1,000,000) each accident, One Million Dollars ($1,000,000) each employee, and One Million Dollars ($1,000,000) policy limit. On behalf of itself and its employers' liability insurer, the Contractor waives subrogation in favor of the Owner; and further the Contractor shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

**§ 17.1.6** Commercial Umbrella/Excess Liability Insurance with limits of at least Four Million Dollars ($4,000,000) in excess of Commercial General Liability, Automobile Liability, and Employers' Liability insurance limits such that the total limits of liability of each underlying policy together with the limit of the Commercial Umbrella/Excess Liability policy is no less than Five Million Dollars ($5,000,000) per occurrence. Coverage under the Commercial Umbrella/Excess Liability policy shall result in the in the same or greater coverage as those required under Sections 17.1.2, 17.1.3, and 17.1.5 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.

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~~**§ 17.1.5** Workers' Compensation at statutory limits.~~
~~**§ 17.1.6** Employers' Liability with policy limits not less than ($ ) each accident, ($ ) each employee, and ($ ) policy limit.~~
On behalf of itself and its commercial umbrella/excess liability insurer, the Contractor waives subrogation in favor of the Owner; and further the Contractor shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

**§ 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 ~~($~~ One Million Dollars ($1,000,000) per claim and ~~($ ) in the aggregate~~One Million Dollars ($1,000,000) in the aggregate. The coverage required in this section shall be maintained for at least five (5) years following termination of the Contract.

**§ 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 ~~($~~ One Million Dollars ($1,000,000) per claim and ~~($ ) in the aggregate~~One Million Dollars ($1,000,000) in the aggregate. The coverage required in this section shall be maintained for at least five (5) years following termination of the Contract.

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**§ 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 ~~($~~ One Million Dollars ($1,000,000) per claim and ~~($~~ One Million Dollars ($1,000,000) 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. The Owner's acceptance of the Contractor's certificate(s) of insurance does not relieve any of the Contractor's responsibilities under the Contract and shall not constitute a waiver of the Contractor's obligation to provide insurance as required by this Contract. The Owner has the right to receive copies of any of the Contractor's insurance policies (including without limitation declaration pages, policy forms, and all endorsements) upon written request.

**§ 17.1.11** The Contractor shall disclose to the Owner in writing any large deductible (at least $10,000) or self-insured retentions applicable to any insurance required to be provided by the Contractor, and such large deductible or self-insured retention is subject to the Owner's written approval. The Owner has the right to require a proper form of collateral for any such large deductible or self-insured retention.

**§ 17.1.12** To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 (including without limitation Commercial General Liability and Commercial Umbrella/Excess Liability coverage) to include (1) the Owner~~, the Architect, and the Architect's Consultants as~~ as an additional ~~insureds~~insured 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. Notwithstanding the foregoing, the Contractor shall NOT include the Owner as an additional insured on any policy required by Sections 17.1.7, 17.1.18, or 17.1.9 to the extent that such policies include any so-called "insured-versus-insured" exclusion. 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~~. The Owner shall continue as an additional insured, upon the terms herein, for the period of time the Owner may be held legally liable for the Contractors' services, Work, or conduct. The Contractor shall require all of its subcontractors to include the Owner as an additional insured, upon terms substantially identical to those stated above, on the subcontractors' Commercial General Liability coverage.

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**§ 17.1.13** The Contractor (or its insurance carrier(s) must provide written notice to the Owner no less than thirty (30) days prior to any cancellation or non-renewal of the Contractor's insurance. 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 written 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~~**Among other grounds to withhold payment, the Contractor's failure to fully comply with all insurance requirements in this Section 17.1 provides the Owner sufficient grounds to withhold some or all payments otherwise due the Contractor. The Owner has the right, but not necessarily the obligation, to declare the Contractor's failure to fully comply with the insurance requirements in this Section 17.1 a material breach of the Contractor's obligations under this Contract.

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~~*(List below any other insurance*~~

**§ 17.1.15** All of the coverage ~~*to be provided by the Contractor and any applicable limits.)*~~limits stated in this Section 17.1 are minimum insurance limits and shall not be construed in any way to limit the liability of the Contractor.

**§ 17.1.16** The Contractor's insurance, whether or not specified above, shall be primary to any insurance maintained by the Owner.

**§ 17.1.17** The Contractor must require that its subcontractors meet or excess the minimum insurance requirements in this Contract.

**§ 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~~Contractor shall not include, and shall not charge Owner for, any builder's risk coverage for all or any part of the Project.

~~**§ 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.~~

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~~**§ 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**~~

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~~**§ 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 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.)*~~

~~**§ 17.3 Performance Bond and Payment Bond**~~

**§ 17.3 Performance Bond and Payment Bond**

**§ 17.3.1** The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

Payment Bond in an amount not less than 100% of the Contract Sum through a corporate surety company, conditioned for the payment of all laborers and mechanics for labor that is performed and for the payment for material and equipment rental which is actually used or rented in the performance of the Contract.

Performance Bond in an amount not less than 100% of the Contract Sum.

The form of such bonds shall be identical in substance to the AIA A312-2010 Payment Bond, as amended, and the AIA A312-2010 Performance Bond, as amended, each of which were included in the bid package for this project.

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**§ 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~~Final 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

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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.

**§ 18.5** ~~The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18~~Upon completion of any Work under or pursuant to this Article 18, the one (1)-year correction period in connection with the Work requiring correction shall be renewed and recommence. The obligations under Article 18 shall cover any repairs and replacement to any part of the Work or other property that is damaged by the defective Work.

All aspects of the Contract shall be governed by, and construed in accordance with, the internal laws of the State of Nebraska, without regarding to its choice of law rules.

~~*(Name, address, email address and other information)*~~

Superintendent Jeremy Klein

Heartland Community Schools

1501 Front St.

Henderson, NE 68371

(402) 723-4434

**PAGE 25**

jklein@heartlandschools.net

~~*(Name, address, email address and other information)*~~

TBD

**§ 19.7** The Contractor represents and warrants the following to the Owner (in addition to any other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement, and the final completion of the Work:

**.1** that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;

**.2** that it is able to furnish the plant, tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;

**.3** that it is authorized to do business in the State of Nebraska and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the Project;

**.4** that its execution of this Agreement and its performance thereof is within its duly authorized powers;

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**.5** that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents; and

**.6** that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the work with the care, skill, and diligence of such a contractor.

The foregoing warranties are in addition to, and not in lieu of, any and all other liability imposed upon the Contractor by law with respect to the Contractor's duties, obligations, and performance hereunder. The Contractor acknowledges that the Owner is relying upon the Contractor's skill and experience in connection with the Work called for hereunder.

**§19.8** When present on the Owner's property, the Contractor, Subcontractors, a Sub-subcontractor, or anyone directly or indirectly employed by or representing any of them, shall

**.1** carry photo identification;

**.2** not smoke or otherwise use tobacco;

**.3** not use, or be under the influence of, alcohol or drugs;

**.4** not carry a firearm or other weapon; and

**.5** comply with all of the Owner's rules, policies, procedures which are intended to protect the safety and health of its faculty, staff, students, and visitors.

**§ 19.9** The Contractor and all Subcontractors, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by Nebraska law, during the performance of this Agreement while on school premises or at school related functions. The Contractor and all Subcontractors, if any, shall not possess any weapon, as defined by Nebraska law and the federal "Drug-Free Schools Act," on school property or at school related functions. The Contractor and all Subcontractors, if any, also shall adhere to all Owner's policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on school premises or at school related functions. Failure to comply with this provision may be considered a material breach. The Owner may suspend or terminate the Contractor, Subcontractor, or both if it violates these laws, regulations, or policies or this provision.

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**§ 19.10** The Contractor shall maintain fair labor standards throughout the performance of this Contract. The Contractor shall file with the Owner a statement that the Contractor is complying with, and will continue to comply with, fair labor standards in the pursuit of its business and in the execution of the Contract. Any additional contract entered into between Contractor and Owner shall include a provision that in the execution of the contract, fair labor standards shall be maintained. For purposes of this section, the phrase "fair labor standards" means such a scale of wages and conditions of employment as are paid and maintained by at least fifty percent of the contractors in the same business or field of endeavor as the Contractor.

**§ 19.11** The Contractor shall pay to the Unemployment Compensation Fund of the State of Nebraska and the State Unemployment Insurance Trust Fund unemployment combined tax and interest due under the Employment Security Law on wages paid to individuals employed in the performance of the Contract as required by NEB. REV. STAT. § 48-657.

**§ 19.12** The Contractor shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of

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Nebraska. If the Contractor employs or contracts with any Subcontractor or other service provider in connection with this Agreement, the Contractor shall include a provision in the contract requiring the Subcontractor or other service provider to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

**§ 19.13** The failure of either party to exercise any of its rights under this Agreement for a breach or violation thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach or violation.

**§ 19.14** If for any reason whatsoever, any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable or invalid as applied to any particular case or in all cases, such circumstances shall not have the effect of rendering such provision invalid in any other case or of rendering any other provision of this Agreement inoperative, unenforceable or invalid.

**§ 19.15** The Contractor and all Subcontractors, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

**§ 19.16** The Contractor acknowledges that the Owner must comply with NEB. REV. STAT. § 84-712 through § 84-713 and release public records as defined law upon request, which may include this Agreement and all records created and maintained in relation to this Agreement.

**PAGE 27**

**§ 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.

**§ 20.2.4** If the unpaid balance of the Contract Sum ~~exceeds~~is less than all 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~~the Contractor shall pay the difference to the Owner. This obligation for payment shall survive the termination of the Contract. If the unpaid balance of the Contact Sum is greater than all costs of finishing the Work, including compensation for the services and expenses of the Architect made necessary thereby, the Contractor shall receive payment for Work properly performed by the Contractor for which payment was not made previously; any excess amounts shall be retained by the Owner.

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.)*~~
. The Contractor hereby waives and forfeits all other claims for payment and damages, including, without limitation, anticipated profits on Work not executed. The Owner shall be credited for (i) payments previously made to the Contractor for the terminated portion of the Work, (ii) claims that the Owner has against the Contractor under the Contract, and (iii) the value of the materials, supplies, equipment, or other items that are to be disposed of by the Contractor that are part of the Contract Sum.

**§ 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

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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.

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.~~

**PAGE 28**

~~**§ 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**~~ or more than ten (10) years beyond the time of the act giving rise to the cause of action, whichever is later. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3.

**§ 21.4 Continuing Contract Performance**

~~**§ 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~~

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~~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.~~

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

**Variable Information**

**PAGE 1**

**AGREEMENT** made as of the 11th day of May in the year 2026

TBD

**PAGE 3**

| **Item** | **Price** |
|---|---|
| Contingency Allowance | $25,000.00 |

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## *Certification of Document's Authenticity*

*AIA® Document D401™ – 2003*

I, Coady H. Pruett, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 18:17:17 CDT on 04/08/2026 under Order No. 20250115061 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A104™ - 2017, Standard Abbreviated Form of Agreement Between Owner and Contractor, other than those additions and deletions shown in the associated Additions and Deletions Report.

Coady Pruett

*(Signed)*

OWNER'S LEGAL COUNSEL

*(Title)*

APRIL 8, 2026

*(Dated)*

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# AIA® Document A312® – 2010

## *Payment Bond*

**CONTRACTOR:**
*(Name, legal status and address)*

TBD

**SURETY:**
*(Name, legal status and principal place of business)*

**OWNER:**
*(Name, legal status and address)*

York County School District No. 93-0096, c/k/a
Heartland Community Schools
1501 Front St.
Henderson, NE 68371
Attn: Superintendent Jeremy Klein
(402) 723-4434
jklein@heartlandschools.net

**CONSTRUCTION CONTRACT**
Date: May 11, 2026
Amount: $
Description:
*(Name and location)*

East Playground Project
Heartland Community Schools
1501 Front St.
Henderson, NE 68371

**BOND**
Date:
*(Not earlier than Construction Contract Date)*

Amount: $
Modifications to this Bond:

*(Any additional signatures appear on the last page of this Payment Bond.)*

**CONTRACTOR AS PRINCIPAL**
Company: *(Corporate Seal)*

Signature: _____
Name and Title:

**SURETY**
Company: *(Corporate Seal)*

Signature: _____
Name and Title:

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT** or **BROKER:**

**OWNER'S REPRESENTATIVE:**
*(Architect, Engineer or other party:)*

**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.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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**§ 1** The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

**§ 2** If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

**§ 3** If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property (or claims, demands, liens, or suits that a claimant would have against the Owner's property if the Owner was not a political subdivision) by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

**§ 4** When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

**§ 5** The Surety's obligations to a Claimant under this Bond shall arise after the following:

**§ 5.1** Claimants, who do not have a direct contract with the Contractor,

**.1** have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

**.2** have sent a Claim to the Surety (at the address described in Section 13).

**§ 5.2** Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

**§ 6** If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

**§ 7** When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

**§ 7.1** Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

**§ 7.2** Pay or arrange for payment of any undisputed amounts.

**§ 7.3** The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

**§ 8** The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

**§ 9** Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor

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and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

**§ 10** The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

**§ 11** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**§ 12** [Intentionally deleted]

**§ 13** Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

**§ 14** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

**§ 15** Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

**§ 16 Definitions**

**§ 16.1 Claim.** A written statement by the Claimant including at a minimum:

- **.1** the name of the Claimant;
- **.2** the name of the person for whom the labor was done, or materials or equipment furnished;
- **.3** a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- **.4** a brief description of the labor, materials or equipment furnished;
- **.5** the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- **.6** the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- **.7** the total amount of previous payments received by the Claimant; and
- **.8** the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

**§ 16.2 Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The sole fact that the real property upon which the Project is located may not be subject to a mechanic's lien due to its ownership by a political subdivision shall not disqualify an individual or entity from coming within the definition of "Claimant" herein. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

**§ 16.3 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

**§ 16.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

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**§ 16.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**§ 17** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**§ 18** Modifications to this bond are as follows:

*(Any additional signatures appear on the last page of this Payment Bond)*

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

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# *Additions and Deletions Report for*
*AIA® Document A312® – 2010*

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 18:01:34 CDT on 04/08/2026.

**Changes to original AIA text**

**PAGE 1**

*(Any additional signatures appear on the last page of this Payment Bond.)*

~~*(Any additional signatures appear on the last page of this Payment Bond)*~~

**PAGE 3**

**§ 3** If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property (or claims, demands, liens, or suits that a claimant would have against the Owner's property if the Owner was not a political subdivision) by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.-

**PAGE 4**

**§ 12** ~~No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.~~ [Intentionally deleted]

**§ 16.2 Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The sole fact that the real property upon which the Project is located may not be subject to a mechanic's lien due to its ownership by a political subdivision shall not disqualify an individual or entity from coming within the definition of "Claimant" herein. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

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**PAGE 5**

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*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**Variable Information**

**PAGE 1**

**CONTRACTOR:**
*(Name, legal status and address)*

TBD

**SURETY:**
*(Name, legal status and principal place of business)*

**OWNER:**
*(Name, legal status and address)*

York County School District No. 93-0096, c/k/a
Heartland Community Schools
1501 Front St.
Henderson, NE 68371
Attn: Superintendent Jeremy Klein
(402) 723-4434
jklein@heartlandschools.net

**CONSTRUCTION CONTRACT**
Date: May 11, 2026
Amount: $
Description:
*(Name and location)*

East Playground Project
Heartland Community Schools
1501 Front St.
Henderson, NE 68371

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## *Certification of Document's Authenticity*

*AIA® Document D401™ – 2003*

I, Coady H. Pruett, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 18:01:34 CDT on 04/08/2026 under Order No. 20250115061 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A312™ - 2010, Payment Bond, other than those additions and deletions shown in the associated Additions and Deletions Report.

Coady Pruett

*(Signed)*

OWNER'S LEGAL COUNSEL

*(Title)*

APRIL 8, 2026

*(Dated)*

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# AIA® Document A312® – 2010

## *Performance Bond*

**CONTRACTOR:**
*(Name, legal status and address)*

TBD

**SURETY:**
*(Name, legal status and principal place of business)*

**OWNER:**
*(Name, legal status and address)*

York County School District No. 93-0096, c/k/a
Heartland Community Schools
1501 Front St.
Henderson, NE 68371
Attn: Superintendent Jeremy Klein
(402) 723-4434
jklein@heartlandschools.net

**CONSTRUCTION CONTRACT**
Date: May 11, 2026
Amount: $
Description:
*(Name and location)*

East Playground Project
Heartland Community Schools
1501 Front St.
Henderson, NE 68371

**BOND**
Date:
*(Not earlier than Construction Contract Date)*

Amount: $
Modifications to this Bond:

*(Any additional signatures appear on the last page of this Performance Bond.)*

**CONTRACTOR AS PRINCIPAL**
Company: *(Corporate Seal)*

Signature: _____
Name and Title:

**SURETY**
Company: *(Corporate Seal)*

Signature: _____
Name and Title:

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT** or **BROKER:**

**OWNER'S REPRESENTATIVE:**
*(Architect, Engineer or other party:)*

**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.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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**§ 1** The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

**§ 2** If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

**§ 3** If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

**.1** the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

**.2** the Owner declares a Contractor Default and notifies the Surety; and

**.3** the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

**§ 4** Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

**§ 5** When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

**§ 5.1** Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

**§ 5.2** Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

**§ 5.3** Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

**§ 5.4** Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

**.1** After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

**.2** Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

**§ 6** If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

**§ 7** If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the

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Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

**.1** the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

**.2** additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

**.3** liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

**§ 8** If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

**§ 9** The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

**§ 10** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**§ 11** [Intentionally deleted]

**§ 12** Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

**§ 13** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

**§ 14 Definitions**

**§ 14.1 Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

**§ 14.2 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

**§ 14.3 Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

**§ 14.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 14.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**§ 15** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**§ 16** Modifications to this bond are as follows:

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*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

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## *AIA® Document A312® – 2010*

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**Changes to original AIA text**

**PAGE 1**

**CONTRACTOR:**
*(Name, legal status and address)*

TBD

**SURETY:**
*(Name, legal status and principal place of business)*

*(Any additional signatures appear on the last page of this Performance Bond.)*

~~*(Any additional signatures appear on the last page of this Performance Bond)*~~

**PAGE 3**

**.2** the Owner declares a Contractor Default~~, terminates the Construction Contract~~ and notifies the Surety; and

**PAGE 4**

**§ 11** ~~Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.~~[Intentionally deleted]

*(Any additional signatures appear on the last page of this Performance Bond)*

**PAGE 5**

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**Variable Information**

**PAGE 1**

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TBD

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*(Name, legal status and principal place of business)*

**OWNER:**
*(Name, legal status and address)*

York County School District No. 93-0096, c/k/a
Heartland Community Schools
1501 Front St.
Henderson, NE 68371
Attn: Superintendent Jeremy Klein
(402) 723-4434
jklein@heartlandschools.net

**CONSTRUCTION CONTRACT**
Date: May 11, 2026
Amount: $
Description:
*(Name and location)*

East Playground Project
Heartland Community Schools
1501 Front St.
Henderson, NE 68371

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I, Coady H. Pruett, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 18:02:21 CDT on 04/08/2026 under Order No. 20250115061 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A312™ - 2010, Performance Bond, other than those additions and deletions shown in the associated Additions and Deletions Report.

Coady Pruett

*(Signed)*

OWNER'S LEGAL COUNSEL

*(Title)*

APRIL 8, 2026

*(Dated)*

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# AIA® Document C106™ – 2022

## *Digital Data Licensing Agreement*

**AGREEMENT** made as of the day of in the year
*(In words, indicate day, month, and year.)*

**BETWEEN** the Party transmitting Digital Data ("Transmitting Party"):
*(Name, address, and contact information, including electronic addresses)*

Clark & Enersen, Inc.
1010 Lincoln Mall, Suite 200
Lincoln, Nebraska 68508
402-477-9291

and the Party receiving the Digital Data ("Receiving Party"):
*(Name, address, and contact information, including electronic addresses)*

for the following Project:
*(Name and location or address of the Project)*

for the following Digital Data ("Digital Data"):
*(Identify below, in detail, the information created or stored in digital form that the Parties intend to be subject to this Agreement.)*

Transmitting Party will furnish Receiving Party one full set of Digital Data files in their original working file format (.rvt and/or .dwg) for use in construction coordination.

All subsequent requests shall be charged on a per file basis as noted in Article 4.

Files shall be one of both of the following file types (Revit, when available, or AutoCAD) at the discretion of the Transmitting Party. It will be the responsibility of the Receiving Party to reformat and distribute to any and all Subcontractors working on the Project.

The Transmitting Party and Receiving Party agree as follows.

**TABLE OF ARTICLES**


1 GENERAL PROVISIONS

2 TRANSMISSION OF DIGITAL DATA

3 LICENSE CONDITIONS

4 LICENSING FEE OR OTHER COMPENSATION


**ARTICLE 1 GENERAL PROVISIONS**

**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.

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**§ 1.1** The purpose of this Agreement is to grant a license from the Transmitting Party to the Receiving Party for the Receiving Party's use of Digital Data and to set forth the license terms.

**§ 1.2** This Agreement is the entire and integrated agreement between the Parties. Except as specifically set forth herein, this Agreement does not create any other contractual relationship between the Parties.

**§ 1.3** Confidential Digital Data is Digital Data containing confidential or business proprietary information that the Transmitting Party designates as "confidential."

## ARTICLE 2 TRANSMISSION OF DIGITAL DATA

**§ 2.1** The Transmitting Party grants to the Receiving Party a nonexclusive limited license to use the Digital Data solely and exclusively for the uses, and in accordance with the terms, set forth in Article 3.

**§ 2.2** Only the Receiving Party is permitted to access and use the Digital Data. Unlicensed and unauthorized access or use by third parties is strictly prohibited except as set forth in Section 2.4.1.

**§ 2.3** The transmission of Digital Data constitutes a warranty by the Transmitting Party to the Receiving Party that the Transmitting Party is the copyright owner of the Digital Data or otherwise has permission to transmit the Digital Data to the Receiving Party for its use on the Project in accordance with the terms and conditions of this Agreement.

**§ 2.4** Where the Transmitting Party has designated information furnished pursuant to this Agreement as "confidential," the Receiving Party shall keep the information confidential and shall not disclose it to any other person or entity except as set forth in Section 2.4.1.

**§ 2.4.1** The Receiving Party may disclose Confidential Digital Data after seven (7) days' notice to the Transmitting Party where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Receiving Party may also disclose Confidential Digital Data to its employees, consultants, sureties, subcontractors and their employees, sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

**§ 2.5** By transmitting Digital Data, the Transmitting Party does not convey any ownership right in the Digital Data or in the software used to generate the Digital Data. Unless otherwise granted in a separate license, the Receiving Party's right to use, modify, or further transmit Digital Data is specifically limited to those uses, and in accordance with the terms, set forth in Article 3, and nothing contained in this Agreement conveys any other right to use the Digital Data.

**§ 2.6** To the fullest extent permitted by law, the Receiving Party shall indemnify and defend the Transmitting Party from and against all claims arising from or related to the Receiving Party's modification to, or unlicensed use of, the Digital Data.

**§ 2.7** Transmission of the Digital Data does not abridge or extinguish the Transmitting Party's rights, including, to the extent applicable, exclusive ownership interest, in such information under all applicable state, federal, and international laws including, without limitation, laws governing the protection of copyrights and intellectual property.

**§ 2.8** The provisions of this Article 2 shall survive the termination of this Agreement.

## ARTICLE 3 LICENSE CONDITIONS

**§ 3.1** The Receiving Party may use and rely upon the Digital Data to the extent set forth in this Article 3.
*(Choose only one option below.)*

[ ] **§ 3.1.1** The Digital Data is transmitted solely for the Receiving Party's information. Receiving Party acknowledges that any use of the Digital Data shall be at Receiving Party's sole risk. The Receiving Party accepts the Digital Data "as is" without any warranty or representations from the Transmitting Party as to whether the Digital Data is accurate, complete, or fit for use as intended by the Receiving Party. The Receiving Party is solely responsible for verifying whether the Digital Data is accurate, complete, or fit for the Receiving Party's intended use.

[ X ] **§ 3.1.2** Other:
*(Identify terms, permitted uses, or other conditions related to the Digital Data.)*

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Unless otherwise granted in a separate license, the Receiving Party's right to use, modify, or further transmit Digital Data is specifically limited to designing, constructing, using, maintaining, altering and adding to the Project consistent with the terms of this Agreement, and nothing contained in this Agreement conveys any other right to use the Digital Data. Any unauthorized use or reuse by the Receiving Party or by others will be at the sole risk of the Receiving Party and without liability or legal exposure to the Transmitting Party. The Receiving Party agrees that no copies of the Digital Data shall be made unless prior approval is obtained from the Transmitting Party.

The Digital Data constitute the proprietary and confidential work product and trade secrets of the Transmitting Party. The Transmitting Party claims and reserves all rights and benefits afforded under federal copyright law, as well as any pertinent state and international law, in the Digital Data generated for the above-referenced project (the Project).

The Receiving Party recognizes the potential problems and opportunities for error in the use and processing of the Digital Data. The Transmitting Party makes no representation or warranty as to the accuracy, completeness, suitability, or performance of any Digital Data provided, nor does the Transmitting Party warrant or represent that the Digital Data shall be free of computer viruses or other such corruption. Note that Digital Data does not constitute construction documents and differences may exist between the Digital Data and the corresponding construction documents. The final signed and sealed construction documents shall govern, as differences in the versions may exist, creating inaccuracies in the Digital Data.

The Receiving Party acknowledges that any plans and specifications contained in the Digital Data are subject to change and therefore agrees to confirm that conditions existing at the Project site conform to the Digital Data provided. The Transmitting Party shall have no obligation to provide updated or revised Digital Data as they become available. The Receiving Party further accepts responsibility for all deviations between the Digital Data provided, the final design of the Project, and existing field conditions.

**§ 3.2** If no specific terms or uses are selected or set forth in Section 3.1, then the Receiving Party may use the Digital Data at its sole risk pursuant to the terms and conditions set forth in Section 3.1.1.

## ARTICLE 4 LICENSING FEE OR OTHER COMPENSATION

The Receiving Party agrees to pay the Transmitting Party the following fee or other compensation for the Receiving Party's use of the Digital Data:
*(State the fee, in dollars, or other method by which the Receiving Party will compensate the Transmitting Party for the Receiving Party's use of the Digital Data.)*

Receiving Party will compensate the Transmitting Party Two Hundred Fifty Dollars ($250) for each request of Digital Data.
Requests for additional documents (including, but not limited to, exporting or reformatting of Digital Data), beyond what is referenced in this agreement, shall be treated as a separate request for each transmitted file.

This Agreement is entered into as of the day and year first written above. ~~and terminates one year from said date, except as set forth below.~~
~~*(Indicate when this Agreement will terminate, if other than one year from the date it was entered into, and other conditions related to termination.)*~~

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| | |
|---|---|
| **TRANSMITTING PARTY** *(Signature)* | **RECEIVING PARTY** *(Signature)* |
| *(Printed name and title)* | *(Printed name and title)* |

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# *Additions and Deletions Report for*
## *AIA® Document C106™ – 2022*

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**Changes to original AIA text**

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This Agreement is entered into as of the day and year first written above~~. and terminates one year from said date, except as set forth below.~~
~~*(Indicate when this Agreement will terminate, if other than one year from the date it was entered into, and other conditions related to termination.)*~~

**Variable Information**

**PAGE 1**

Clark & Enersen, Inc.

1010 Lincoln Mall, Suite 200
Lincoln, Nebraska 68508

402-477-9291

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Transmitting Party will furnish Receiving Party one full set of Digital Data files in their original working file format (.rvt and/or .dwg) for use in construction coordination.

All subsequent requests shall be charged on a per file basis as noted in Article 4.

Files shall be one of both of the following file types (Revit, when available, or AutoCAD) at the discretion of the Transmitting Party. It will be the responsibility of the Receiving Party to reformat and distribute to any and all Subcontractors working on the Project.

**PAGE 2**

[ ] **§ 3.1.1** The Digital Data is transmitted solely for the Receiving Party's information. Receiving Party acknowledges that any use of the Digital Data shall be at Receiving Party's sole risk. The Receiving Party accepts the Digital Data "as is" without any warranty or representations from the Transmitting Party as to whether the Digital Data is accurate, complete, or fit for use as intended by the Receiving Party. The Receiving Party is solely responsible for verifying whether the Digital

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Data is accurate, complete, or fit for the Receiving Party's intended use.

[ X ] **§ 3.1.2** Other:
*(Identify terms, permitted uses, or other conditions related to the Digital Data.)*

Unless otherwise granted in a separate license, the Receiving Party's right to use, modify, or further transmit Digital Data is specifically limited to designing, constructing, using, maintaining, altering and adding to the Project consistent with the terms of this Agreement, and nothing contained in this Agreement conveys any other right to use the Digital Data. Any unauthorized use or reuse by the Receiving Party or by others will be at the sole risk of the Receiving Party and without liability or legal exposure to the Transmitting Party. The Receiving Party agrees that no copies of the Digital Data shall be made unless prior approval is obtained from the Transmitting Party.

The Digital Data constitute the proprietary and confidential work product and trade secrets of the Transmitting Party. The Transmitting Party claims and reserves all rights and benefits afforded under federal copyright law, as well as any pertinent state and international law, in the Digital Data generated for the above-referenced project (the Project).

The Receiving Party recognizes the potential problems and opportunities for error in the use and processing of the Digital Data. The Transmitting Party makes no representation or warranty as to the accuracy, completeness, suitability, or performance of any Digital Data provided, nor does the Transmitting Party warrant or represent that the Digital Data shall be free of computer viruses or other such corruption. Note that Digital Data does not constitute construction documents and differences may exist between the Digital Data and the corresponding construction documents. The final signed and sealed construction documents shall govern, as differences in the versions may exist, creating inaccuracies in the Digital Data.

The Receiving Party acknowledges that any plans and specifications contained in the Digital Data are subject to change and therefore agrees to confirm that conditions existing at the Project site conform to the Digital Data provided. The Transmitting Party shall have no obligation to provide updated or revised Digital Data as they become available. The Receiving Party further accepts responsibility for all deviations between the Digital Data provided, the final design of the Project, and existing field conditions.

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Receiving Party will compensate the Transmitting Party Two Hundred Fifty Dollars ($250) for each request of Digital Data.
Requests for additional documents (including, but not limited to, exporting or reformatting of Digital Data), beyond what is referenced in this agreement, shall be treated as a separate request for each transmitted file.

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# SECTION 01 10 00 - SUMMARY

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Work by Owner.
4. Work under separate contracts.
5. Purchase contracts.
6. Owner-furnished products.
7. Contractor-furnished, Owner-installed products.
8. Access to site.
9. Coordination with occupants.
10. Specification and drawing conventions.
11. Miscellaneous provisions.

B. Related Requirements:

1. Section 01 50 00 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

### 1.3 PROJECT INFORMATION

**A.** Project Identification: **Heartland Community School East Playground**

1. Project Location: 1501 Front Street, Henderson, Nebraska 68371.

B. Owner: Heartland Community School

1. Owner's Representative: Jeremy Klein.

C. Architect: Clark & Enersen, 1010 Lincoln Mall, Suite 200, Lincoln, Nebraska 68508, 402 477-9291.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

1. Project Description: Project consists of new playground east of school, including but not necessarily limited to removal of existing equipment, synthetic turf playground surfacing, playground equipment installation, concrete flatwork, fencing, and storm drainage. The Work of the Project involves all construction indicated on the drawings and specifications.

B. Insert additional paragraphs for other major items of work. See Evaluations for model text.

C. Type of Contract:

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

1.5 WORK BY OWNER

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

B. Concurrent Work: Owner retains the right to perform construction operations at Project site. Those operations will be conducted simultaneously with work under this Contract.

1.6 WORK UNDER SEPARATE CONTRACTS

A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts.

1.7 OWNER-FURNISHED PRODUCTS

A. Playground Equipment.

1. Contact: Crouch Recreation. Mike Dobbs. mike@crouchrec.com

1.8 ACCESS TO SITE

A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.

B. Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Limits: Confine construction operations to areas indicated on drawings.
2. Driveways, Walkways and Entrances: Keep driveways, loading areas and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

    a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
    b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

## 1.9 COORDINATION WITH OCCUPANTS

A. Partial Owner Occupancy: Owner will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits unless otherwise indicated.

1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.

B. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.

1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner acceptance of the completed Work.
2. Obtain a Certificate of Occupancy from authorities having jurisdiction before limited Owner occupancy.
3. Before limited Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of Work.
4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of Work.

## 1.10 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:

1. Notify Owner not less than two days in advance of proposed utility interruptions.

C. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.

1. Notify Owner not less than two days in advance of proposed disruptive operations.

D. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet (8 m) of entrances, operable windows, or outdoor-air intakes.

E. Controlled Substances: Use of tobacco products and other controlled substances on Project site is not permitted.

F. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site.

## 1.11 SPECIFICATION AND DRAWING CONVENTIONS

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

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

END OF SECTION 01 10 00

# SECTION 01 21 00 - ALLOWANCES

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

A. Section includes administrative and procedural requirements governing allowances.

1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.

B. Types of allowances include the following:

1. Contingency allowances.

C. Related Requirements:

1. Section 01 22 00 "Unit Prices" for procedures for using unit prices.

### 1.3 ACTION SUBMITTALS

A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

### 1.4 COORDINATION

A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

### 1.5 CONTINGENCY ALLOWANCES

A. Use the contingency allowance only as directed by Architect for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.

B. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, insurance, equipment rental, and similar costs.

C. Contingency Fund Deduct Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit margins. **This amount shall be included as part of the bid.**

1. Additional Contractor related costs, overhead and profit **will not be allowed** as Contingency Fund Deduct Orders are issued.

D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

1.6 ADJUSTMENT OF ALLOWANCES

A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.

1. Include installation costs in purchase amount only where indicated as part of the allowance.
2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
3. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances.
4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.

B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.

1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

**PART 2 - PRODUCTS (Not Used)**

## PART 3 - EXECUTION

### 3.1 EXAMINATION

A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

### 3.2 PREPARATION

A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

### 3.3 SCHEDULE OF ALLOWANCES

1. Allowance No. 1: Contingency Allowance: Include the sum of **$25,000.**

END OF SECTION 01 21 00

# SECTION 01 25 00 - SUBSTITUTION PROCEDURES

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

B. Related Requirements:

1. Section 01 21 00 "Allowances" for products selected under an allowance.
2. Section 01 23 00 "Alternates" for products selected under an alternate.

### 1.3 DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.
3. The following are not considered to be requests for substitutions:

    a. Substitutions requested during the bidding period, and accepted by Addendum prior to award of the Contract, are included in the Contract Documents and are not subject to requirements specified in this Section for substitutions.
    b. Revisions to the Contract Documents requested by the Owner or Architect.
    c. Specified options of products and construction methods included in the Contract Documents.
    d. The Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.

## 1.4 ACTION SUBMITTALS

A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

   a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
   b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
   c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
   d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
   e. Samples, where applicable or requested.
   f. Certificates and qualification data, where applicable or requested.
   g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
   h. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
   i. Cost information, including a proposal of change, if any, in the Contract Sum.
   j. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
   k. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

2. Architect’s Action: If necessary, Architect will request additional information or documentation for evaluation within seven (7) days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within fourteen (14) days of receipt of request, or seven (7) days of receipt of additional information or documentation, whichever is later.

1.5 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

**PART 2 - PRODUCTS**

2.1 SUBSTITUTIONS

A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
b. Substitution request is fully documented and properly submitted.
c. Requested substitution will not adversely affect Contractor's construction schedule.
d. Requested substitution has received necessary approvals of authorities having jurisdiction.
e. Requested substitution is compatible with other portions of the Work.
f. Requested substitution has been coordinated with other portions of the Work.
g. Requested substitution provides specified warranty.
h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
i. The request is directly related to an “or-equal” clause or similar language in the Contract Documents.
j. The specified product of method of construction cannot be provided in a manner that is compatible with other materials and where the Contractor certifies that the substitution will overcome the incompatibility.

B. Substitutions for Convenience: Architect will consider requests for substitution if received within sixty (60) days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
b. Requested substitution does not require extensive revisions to the Contract Documents.
c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
d. Requested substitution provides sustainable design characteristics that specified product provided.
e. Substitution request is fully documented and properly submitted.
f. Requested substitution will not adversely affect Contractor's construction schedule.
g. Requested substitution has received necessary approvals of authorities having jurisdiction.
h. Requested substitution is compatible with other portions of the Work.
i. Requested substitution has been coordinated with other portions of the Work.
j. Requested substitution provides specified warranty.
k. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
l. The request is directly related to an “or-equal” clause or similar language in the Contract Documents.

**PART 3 - EXECUTION (Not Used)**

END OF SECTION 01 25 00

# SECTION 01 26 00 - CONTRACT MODIFICATION PROCEDURES

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

B. Related Requirements:

1. Section 01 25 00 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.

### 1.3 MINOR CHANGES IN THE WORK

A. Architect will issue through General Contractor supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710 “Architect’s Supplemental Instructions.

### 1.4 PROPOSAL REQUESTS

A. Architect/Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum and/or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
2. Within fourteen (14) days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and The Contract Time necessary to execute the change.

    a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    c. Include costs of labor and supervision directly attributable to the change.

d. Mark-up percentage for all changes in the work shall not exceed 10%.
e. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
f. Quotation Form: Use form acceptable to Architect.

B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Mark-up percentage for all changes in the work shall not exceed 10%.
6. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
7. Comply with requirements in Section 01 25 00 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
8. Proposal Request Form: Use form acceptable to Architect.

## 1.5 ADMINISTRATIVE CHANGE ORDERS

A. Allowance Adjustment: See Section 01 21 00 "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.

B. Unit-Price Adjustment: See Section 01 22 00 "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit-price work.

C. Contingency Fund: The Architect will record changes to the Contingency Fund on a Contingency Fund Adjustment form prepared by the Architect.

## 1.6 CHANGE ORDER PROCEDURES

A. On Owner’s approval of a Work Changes Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.7 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

END OF SECTION 01 26 00

# SECTION 01 29 00 - PAYMENT PROCEDURES

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

### 1.3 DEFINITIONS

A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

### 1.4 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.

1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:

    a. Application for Payment forms with continuation sheets.
    b. Submittal schedule.
    c. Items required to be indicated as separate activities in Contractor's construction schedule.

2. Submit the schedule of values to Architect at earliest possible date, but no later than seven (7) days before the date scheduled for submittal of initial Applications for Payment.
3. Subschedules for Phased Work: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values coordinated with each phase of payment.
4. Subschedules for Separate Elements of Work: Where the Contractor's construction schedule defines separate elements of the Work, provide subschedules showing values coordinated with each element.

5. Subschedules for Separate Design Contracts: Where the Owner has retained design professionals under separate contracts who will each provide certification of payment requests, provide subschedules showing values coordinated with the scope of each design services contract as described in Section 01 10 00 "Summary."

B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project identification on the schedule of values:

   a. Project name and location.
   b. Name of Architect.
   c. Architect's project number.
   d. Contractor's name and address.
   e. Date of submittal.

2. Arrange schedule of values consistent with format of AIA Document G703.
3. Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:

   a. Related Specification Section or Division.
   b. Description of the Work.
   c. Name of subcontractor.
   d. Name of manufacturer or fabricator.
   e. Name of supplier.
   f. Change Orders (numbers) that affect value.
   g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.

      1) Labor.
      2) Materials.
      3) Equipment.

4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five (5) percent of the Contract Sum.

   a. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling five (5) percent of the Contract Sum and subcontract amount.

5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
6. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.

   a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.

7. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
8. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
9. Purchase Contracts: Provide a separate line item in the schedule of values for each purchase contract. Show line-item value of purchase contract. Indicate owner payments or deposits, if any, and balance to be paid by Contractor.
10. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.

    a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.

11. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

## 1.5 APPLICATIONS FOR PAYMENT

A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.

B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.

C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.

D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.

1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.

E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.

1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
3. Provide summary documentation for stored materials indicating the following:

    a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
    b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
    c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.

F. Transmittal: Submit three (3) signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.

G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.

1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
2. When an application shows completion of an item, submit conditional final or full waivers.
3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
5. Waiver Forms: Submit executed waivers of lien on forms, acceptable to Owner.

H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
2. Schedule of values.
3. Contractor's construction schedule (preliminary if not final).
4. Combined Contractor's construction schedule (preliminary if not final) incorporating Work of multiple contracts, with indication of acceptance of schedule by each Contractor.
5. Copies of building permits.
6. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
7. Certificates of insurance and insurance policies.
8. Performance and payment bonds.

9. Data needed to acquire Owner's insurance.

I. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
3. Occupancy permits and similar approvals.
4. Application for reduction of retainage, and consent of surety.
5. Advice on shifting insurance coverage.
6. List of incomplete Work of Substantial Completion.

J. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
6. AIA Document G707, "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.
8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
9. Final liquidated damages settlement statement.
10. Completion of items specified for completion after Substantial Completion.
11. Proof that taxes, fees and similar obligations have been paid.
12. Removal of temporary facilities and services.
13. Removal of surplus materials, rubbish and similar elements.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

END OF SECTION 01 29 00

# SECTION 01 31 00 - PROJECT MANAGEMENT AND COORDINATION

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. General coordination procedures.
2. Coordination drawings.
3. Requests for Information (RFIs).
4. Project Web site.
5. Project meetings.

B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.

C. Related Requirements:

1. Section 01 73 00 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
2. Section 01 77 00 "Closeout Procedures" for coordinating closeout of the Contract.

### 1.3 DEFINITIONS

A. RFI: Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

### 1.4 INFORMATIONAL SUBMITTALS

A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

1. Name, address, and telephone number of entity performing subcontract or supplying products.
2. Number and title of related Specification Section(s) covered by subcontract.
3. Drawing number and detail references, as appropriate, covered by subcontract.

B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.

1. Post copies of list in project meeting room and by each temporary telephone. Keep list current at all times.

## 1.5 GENERAL COORDINATION PROCEDURES

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.

B. Inspection of Conditions: Require the Installer of each major component to inspect both the substrate and conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.

C. Coordinate temporary enclosures with required inspections and tests to minimize the necessity of uncovering completed construction for that purpose.

D. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

E. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's construction schedule.
2. Preparation of the schedule of values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.

8. Startup and adjustment of systems.

F. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

## 1.6 COORDINATION DRAWINGS

A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.

1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:

a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
b. Coordinate the addition of trade-specific information to the coordination drawings by multiple contractors in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
c. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
d. Indicate clear space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
e. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
f. Indicate required installation sequences.
g. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

B. Coordination Drawing Organization: Organize coordination drawings as follows:

1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings where required to adequately represent the Work.
2. Plenum Space: Indicate subframing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within ceiling plenum to accommodate layout of light fixtures indicated on Drawings. Indicate areas of conflict between light fixtures and other components.
3. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire-protection, fire-alarm, and electrical equipment.
4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
5. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.
6. Mechanical and Plumbing Work: Show the following:

    a. Sizes and bottom elevations of ductwork, piping, and conduit runs, including insulation, bracing, flanges, and support systems.
    b. Dimensions of major components, such as dampers, valves, diffusers, access doors, cleanouts and electrical distribution equipment.
    c. Fire-rated enclosures around ductwork.

7. Electrical Work: Show the following:

    a. Runs of vertical and horizontal conduit 1-1/4 inches (32 mm) in diameter and larger.
    b. Light fixture, exit light, emergency battery pack, smoke detector, and other fire-alarm locations.
    c. Panel board, switch board, switchgear, transformer, busway, generator, and motor control center locations.
    d. Location of pull boxes and junction boxes, dimensioned from column center lines.

8. Fire-Protection System: Show the following:

    a. Locations of standpipes, mains piping, branch lines, pipe drops, and sprinkler heads.

9. Review: Architect will review coordination drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility. If Architect determines that coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, Architect will so inform Contractor, who shall make changes as directed and resubmit.
10. Coordination Drawing Prints: Prepare coordination drawing prints according to requirements in Section 01 33 00 "Submittal Procedures."

C. Coordination Digital Data Files: Prepare coordination digital data files according to the following requirements:

1. File Preparation Format: Same digital data software program, version, and operating system as original Drawings.
2. File Submittal Format: Submit or post coordination drawing files using format same as file preparation format and Portable Data File (PDF) format.

3. Architect will furnish Contractor one set of digital data files of Drawings for use in preparing coordination digital data files.

    a. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Drawings.
    b. Contractor shall execute a data licensing agreement in the form of an agreement form acceptable to Architect.
    c. Refer to Section 00 72 00 “General Conditions” for additional information on digital data files.

## 1.7 REQUESTS FOR INFORMATION (RFIs)

A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in a form acceptable to the Architect.

1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

1. Project name.
2. Project number.
3. Date.
4. Name of Contractor.
5. Name of Architect.
6. RFI number, numbered sequentially.
7. RFI subject.
8. Specification Section number and title and related paragraphs, as appropriate.
9. Drawing number and detail references, as appropriate.
10. Field dimensions and conditions, as appropriate.
11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
12. Contractor's signature.

13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.

    a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.

C. Architect's Action: Architect will review each RFI, determine action required and respond. Allow seven working days for Architect's response for each RFI.

1. The following Contractor-generated RFIs will be returned without action:

    a. Requests for approval of submittals.
    b. Requests for approval of substitutions.
    c. Requests for approval of Contractor's means and methods.
    d. Requests for coordination information already indicated in the Contract Documents.
    e. Requests for adjustments in the Contract Time or the Contract Sum.
    f. Incomplete RFIs or inaccurately prepared RFIs.

2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 01 26 00 "Contract Modification Procedures."

    a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.

D. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Prepare log in accordance with regular progress meetings.

1. Project name.
2. Name and address of Contractor.
3. Name and address of Architect.
4. RFI number including RFIs that were returned without action or withdrawn.
5. RFI description.
6. Date the RFI was submitted.
7. Date Architect's response was received.

## 1.8 PROJECT WEB SITE

**A. All information must be submitted electronically via email, Submittal Exchange, or similar electronic document distribution at the Contractor's option and expense.**

B. Use Project Web site for purposes of hosting and managing project communication and documentation until Final Completion. Project web site shall include the following functions:

1. Project directory.
2. Project correspondence.
3. Meeting minutes.
4. Contract modifications forms and logs.
5. RFI forms and logs.
6. Task and issue management.
7. Photo documentation.
8. Schedule and calendar management.
9. Submittals forms and logs.
10. Payment application forms.
11. Drawing and specification document hosting, viewing, and updating.
12. Online document collaboration.
13. Reminder and tracking functions.
14. Archiving functions.

C. On completion of Project, provide one complete archive copy(ies) of Project Web site files to Owner and to Architect in a digital storage format acceptable to Architect.

## 1.9 PROJECT MEETINGS

A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned including Owner, and Architect, within 5 days of the meeting.

A. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction at a time convenient to Owner and Architect but no later than 15 days after execution of the Agreement.

1. Conduct the conference to review responsibilities and personnel assignments.
2. Attendees: Authorized representatives of Owner Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Discuss items of significance that could affect progress, including the following:

    a. Tentative construction schedule.
    b. Phasing.
    c. Critical work sequencing and long-lead items.

d. Designation of key personnel and their duties.
e. Lines of communications.
f. Procedures for processing field decisions and Change Orders.
g. Procedures for RFIs.
h. Procedures for testing and inspecting.
i. Procedures for processing Applications for Payment.
j. Distribution of the Contract Documents.
k. Submittal procedures.
l. Preparation of record documents.
m. Use of the premises and existing building.
n. Work restrictions.
o. Working hours.
p. Owner's occupancy requirements.
q. Responsibility for temporary facilities and controls.
r. Procedures for moisture and mold control.
s. Procedures for disruptions and shutdowns.
t. Construction waste management and recycling.
u. Parking availability.
v. Office, work, and storage areas.
w. Equipment deliveries and priorities.
x. First aid.
y. Security.
z. Progress cleaning.

4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.

B. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.

1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect, of scheduled meeting dates.
2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:

a. Contract Documents.
b. Options.
c. Related RFIs.
d. Related Change Orders.
e. Purchases.
f. Deliveries.
g. Submittals.
h. Review of mockups.
i. Possible conflicts.
j. Compatibility requirements.
k. Time schedules.
l. Weather limitations.
m. Manufacturer's written instructions.
n. Warranty requirements.

o. Compatibility of materials.
p. Acceptability of substrates.
q. Temporary facilities and controls.
r. Space and access limitations.
s. Regulations of authorities having jurisdiction.
t. Testing and inspecting requirements.
u. Installation procedures.
v. Coordination with other work.
w. Required performance results.
x. Protection of adjacent work.
y. Protection of construction and personnel.

3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

C. Project Closeout Conference: Schedule and conduct a project closeout conference, at a time convenient to Owner and Architect, but no later than 90 days prior to the scheduled date of substantial completion.

1. Conduct the conference to review requirements and responsibilities related to Project closeout.
2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:

a. Preparation of record documents.
b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
c. Submittal of written warranties.
d. Requirements for preparing operations and maintenance data.
e. Requirements for delivery of material samples, attic stock, and spare parts.
f. Requirements for demonstration and training.
g. Preparation of Contractor's punch list.
h. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
i. Submittal procedures.
j. Coordination of separate contracts.
k. Owner's partial occupancy requirements.
l. Installation of Owner's furniture, fixtures, and equipment.
m. Responsibility for removing temporary facilities and controls.

4. Minutes: Entity conducting meeting will record and distribute meeting minutes.

D. Progress Meetings: Conduct progress meetings at regular intervals to be determined.

1. Coordinate dates of meetings with preparation of payment requests.
2. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

    a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

        1) Review schedule for next period.

    b. Review present and future needs of each entity present, including the following:

        1) Interface requirements.
        2) Sequence of operations.
        3) Resolution of BIM component conflicts.
        4) Status of submittals.
        5) Deliveries.
        6) Off-site fabrication.
        7) Access.
        8) Site utilization.
        9) Temporary facilities and controls.
        10) Progress cleaning.
        11) Quality and work standards.
        12) Status of correction of deficient items.
        13) Field observations.
        14) Status of RFIs.
        15) Status of proposal requests.
        16) Pending changes.
        17) Status of Change Orders.
        18) Pending claims and disputes.
        19) Documentation of information for payment requests.

4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.

    a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

END OF SECTION 01 31 00

# SECTION 01 33 00 - SUBMITTAL PROCEDURES

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

B. Related Requirements:

1. Section 01 29 00 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
2. Section 01 78 23 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
3. Section 01 78 39 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

### 1.3 ACTION SUBMITTALS

A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.

1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
2. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.

    a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.

4. Format: Arrange the following information in a tabular format:

    a. Scheduled date for first submittal.
    b. Specification Section number and title.
    c. Submittal category: Action; informational.
    d. Name of subcontractor.
    e. Description of the Work covered.
    f. Scheduled date for Architect's final release or approval.
    g. Scheduled date of fabrication.
    h. Scheduled dates for purchasing.
    i. Scheduled dates for installation.
    j. Activity or event number.

## 1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Organize and submit by Specification Section number.
2. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
3. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
4. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
5. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.

    a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

B. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect’s receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required.
2. Resubmittal Review: Allow 15 days for review of each resubmittal.

C. Electronic Submittals: **(Submittal Exchange or similar electronic distribution may be used at Contractor's Option and Expense)** Identify and incorporate information in each electronic submittal file as follows:

1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
2. Name file with specification section, including revision identifier.
3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Architect containing the following information:

    a. Project name.
    b. Date.
    c. Name and address of Architect.
    d. Name of Construction Manager.
    e. Name of Contractor.
    f. Name of firm or entity that prepared submittal.
    g. Names of subcontractor, manufacturer, and supplier.
    h. Category and type of submittal.
    i. Submittal purpose and description.
    j. Specification Section number and title.
    k. Specification paragraph number or drawing designation and generic name for each of multiple items.
    l. Drawing number and detail references, as appropriate.
    m. Location(s) where product is to be installed, as appropriate.
    n. Related physical samples submitted directly.
    o. Indication of full or partial submittal.
    p. Transmittal number.
    q. Submittal and transmittal distribution record.
    r. Other necessary identification.
    s. Remarks.

D. Options: Identify options requiring selection by Architect.

E. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.

F. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.
2. Note date and content of revision in label or title block and clearly indicate extent of revision.
3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.

G. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

H. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

## PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.

1. Submit electronic submittals via email as PDF electronic files.

    a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.

2. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.

    a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.
    b. Provide a notarized statement on original paper copy certificates and certifications where indicated.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:

    a. Manufacturer's catalog cuts.
    b. Manufacturer's product specifications.
    c. Standard color charts.
    d. Statement of compliance with specified referenced standards.
    e. Testing by recognized testing agency.
    f. Application of testing agency labels and seals.
    g. Notation of coordination requirements.
    h. Availability and delivery time information.

4. For equipment, include the following in addition to the above, as applicable:

    a. Wiring diagrams showing factory-installed wiring.
    b. Printed performance curves.
    c. Operational range diagrams.
    d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.

5. Submit Product Data before or concurrent with Samples.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

    a. Identification of products.
    b. Schedules.
    c. Compliance with specified standards.
    d. Notation of coordination requirements.
    e. Notation of dimensions established by field measurement.
    f. Relationship and attachment to adjoining construction clearly indicated.
    g. Seal and signature of professional engineer if specified.

D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
2. Identification: Attach label on unexposed side of Samples that includes the following:

    a. Generic description of Sample.
    b. Product name and name of manufacturer.
    c. Sample source.
    d. Number and title of applicable Specification Section.
    e. Specification paragraph number and generic name of each item.

3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

    a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.

b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.

5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.

   a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.

6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

   a. Number of Samples: Submit three sets of Samples.

      1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated. Refer to individual sections for detailed requirements.
      2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
2. Manufacturer and product name, and model number if applicable.
3. Number and name of room or space.
4. Location within room or space.

F. Coordination Drawing Submittals: Comply with requirements specified in Section 01 31 00 "Project Management and Coordination."

G. Application for Payment and Schedule of Values: Comply with requirements specified in Section 01 29 00 "Payment Procedures."

H. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 01 77 00 "Closeout Procedures."

I. Maintenance Data: Comply with requirements specified in Section 017823 "Operation and Maintenance Data."

J. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.

K. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

L. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

M. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

N. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

O. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

P. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

Q. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

R. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:

1. Name of evaluation organization.
2. Date of evaluation.
3. Time period when report is in effect.
4. Product and manufacturers' names.
5. Description of product.
6. Test procedures and results.
7. Limitations of use.

S. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

T. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

U. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

V. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S REVIEW

A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

B. Project Closeout and Maintenance Material Submittals: See requirements in Section 01 77 00 "Closeout Procedures."

C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

### 3.2 ARCHITECT'S ACTION

A. Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.

B. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

C. Submittals not required by the Contract Documents may be returned by the Architect without action.

END OF SECTION 01 33 00

# SECTION 01 40 00 - QUALITY REQUIREMENTS

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

A. Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
4. Specific test and inspection requirements are not specified in this Section.

### 1.3 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.

C. Mockups: Full-size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.

1. Laboratory Mockups: Full-size physical assemblies constructed at testing facility to verify performance characteristics.
2. Integrated Exterior Mockups: Mockups of the exterior envelope erected separately from the building but on Project site, consisting of multiple products, assemblies, and subassemblies.
3. Room Mockups: Mockups of typical interior spaces complete with wall, floor, and ceiling finishes, doors, windows, millwork, casework, specialties, furnishings and equipment, and lighting.

D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.

E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

F. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.

G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).

J. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

## 1.4 CONFLICTING REQUIREMENTS

A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

## 1.5 INFORMATIONAL SUBMITTALS

A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.

B. Qualification Data : For Contractor's quality-control personnel.

C. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

D. Schedule of Tests and Inspections: Prepare in tabular form and include the following:

1. Specification Section number and title.
2. Entity responsible for performing tests and inspections.
3. Description of test and inspection.
4. Identification of applicable standards.
5. Identification of test and inspection methods.
6. Number of tests and inspections required.
7. Time schedule or time span for tests and inspections.
8. Requirements for obtaining samples.
9. Unique characteristics of each quality-control service.

## 1.6 CONTRACTOR'S QUALITY-CONTROL PLAN

A. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice to Proceed, and not less than five days prior to preconstruction conference. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's construction schedule.

B. Quality-Control Personnel Qualifications: Engage qualified full-time personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.

1. Project quality-control manager may also serve as Project superintendent.

C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.

D. Testing and Inspection: In quality-control plan, include a comprehensive schedule of Work requiring testing or inspection, including the following:

1. Contractor-performed tests and inspections including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections.
2. Special inspections required by authorities having jurisdiction and indicated on the "Statement of Special Inspections."
3. Owner-performed tests and inspections indicated in the Contract Documents.

E. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.

F. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

## 1.7 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.

11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of technical representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of factory-authorized service representative making report.
2. Statement that equipment complies with requirements.
3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
4. Statement whether conditions, products, and installation will affect warranty.
5. Other required items indicated in individual Specification Sections.

D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

## 1.8 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.

F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.

G. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:

1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
2. Notify Architect seven days in advance of dates and times when mockups will be constructed.
3. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed during the construction at Project.
4. Demonstrate the proposed range of aesthetic effects and workmanship.
5. Obtain Architect's approval of mockups before starting work, fabrication, or construction.

    a. Allow seven days for initial review and each re-review of each mockup.

6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
7. Demolish and remove mockups when directed unless otherwise indicated.

## 1.9 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.

1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
2. Payment for these services will be made from testing and inspecting allowances, as authorized by Change Orders.
3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.

B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.

1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.

    a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.

3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 01 33 00 "Submittal Procedures."

D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.

E. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

F. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
6. Do not perform any duties of Contractor.

G. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspecting equipment at Project site.

H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents as a component of Contractor's quality-control plan. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.

1. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.10 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Owner will engage a qualified testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, and as follows:

1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviews the completeness and adequacy of those procedures to perform the Work.
2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
6. Retesting and reinspecting corrected work.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION**

3.1 TEST AND INSPECTION LOG

A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.
2. Description of the Work tested or inspected.
3. Date test or inspection results were transmitted to Architect.
4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 01 73 00 "Execution."

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01 40 00

# SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

B. Related Requirements:

1. Section 01 10 00 "Summary" for work restrictions and limitations on utility interruptions.

### 1.3 USE CHARGES

A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, testing agencies, and authorities having jurisdiction.

B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

### 1.4 INFORMATIONAL SUBMITTALS

A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

B. Erosion- and Sedimentation-Control Plan: Show compliance with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.

C. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.

D. Moisture-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage.

1. Describe delivery, handling, and storage provisions for materials subject to water absorption or water damage.
2. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water-damaged Work.
3. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.

E. Dust- and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust- and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Identify further options if proposed measures are later determined to be inadequate. Include the following:

1. Locations of dust-control partitions at each phase of work.
2. HVAC system isolation schematic drawing.
3. Location of proposed air-filtration system discharge.
4. Waste handling procedures.
5. Other dust-control measures.

## 1.5 QUALITY ASSURANCE

A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

C. Accessible Temporary Egress: Comply with requirements of Authority Having Jurisdiction.

## 1.6 PROJECT CONDITIONS

A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

B. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Take necessary fire prevention measures.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

A. Portable Chain-Link Fencing: Minimum 2-inch (50-mm), 0.148-inch- (3.8-mm-) thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet (1.8 m) high with galvanized-steel pipe posts; minimum 2-3/8-inch- (60-mm-) OD line posts and 2-7/8-inch- (73-mm-) OD corner and pull posts, with 1-5/8-inch- (42-mm-) OD top and bottom rails. Provide galvanized-steel bases for supporting posts.

B. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10-mil (0.25-mm) minimum thickness, with flame-spread rating of 15 or less per ASTM E 84 and passing NFPA 701 Test Method 2.

C. Dust-Control Adhesive-Surface Walk-off Mats: Provide mats minimum 36 by 60 inches (914 by 1624 mm).

D. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively.

### 2.2 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

B. HVAC Equipment: **Unless Owner authorizes use of permanent HVAC system**, provide vented, self-contained, natural-gas heaters with individual space thermostatic control.

1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
2. Heating Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.
3. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV or 8 at each return-air grille in system and remove at end of construction and clean HVAC system as required in Section 01 77 00 “Closeout Procedures”.

    a. Coordinate ventilation requirements to produce the ambient condition required and minimize consumption of energy.

C. Air-Filtration Units: Primary and secondary HEPA-filter-equipped portable units with four-stage filtration. Provide single switch for emergency shutoff. Configure to run continuously.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

1. Locate facilities to limit site disturbance as specified in Section 01 10 00 "Summary."

B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

### 3.2 TEMPORARY UTILITY INSTALLATION

A. General: Engage the appropriate local utility company to install temporary service or connect to existing service. Where the company provides only part of the service, provide the remainder with matching, compatible materials and equipment; comply with the company's recommendations.

1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
2. Obtain easements to bring temporary utilities to the site.

B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.

1. Connect temporary sewers to municipal system as directed by authorities having jurisdiction.

C. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.

D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

E. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce the ambient condition required and minimize consumption of energy.

F. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.

1. Prior to commencing work, isolate the HVAC system in area where work is to be performed according to coordination drawings.

a. Disconnect supply and return ductwork in work area from HVAC systems servicing occupied areas.
b. Maintain negative air pressure within work area using HEPA-equipped air-filtration units, starting with commencement of temporary partition construction, and continuing until removal of temporary partitions is complete.

2. Maintain dust partitions during the Work. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust-containment devices.
3. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.

G. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.

**1. Provide dehumidification systems when required to reduce substrate moisture levels to level required to allow installation or application of finishes.**

H. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.

I. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.

1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
2. Install lighting for Project identification sign.

J. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel.

K. Electronic Communication Service: Provide a desktop computer in the primary office adequate for use by Architect and Owner to access Project electronic documents and maintain electronic communications.

## 3.3 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:

1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet (9 m) of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas as indicated on Drawings.

1. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.

C. Temporary Use of Permanent Roads and Paved Areas: Locate temporary roads and paved areas in same location as permanent roads and paved areas. Construct and maintain temporary roads and paved areas adequate for construction operations. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.

1. Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.
2. Prepare subgrade and install subbase and base for temporary roads and paved areas according to Section 31 20 00 "Earth Moving."
3. Recondition base after temporary use, including removing contaminated material, regrading, proofrolling, compacting, and testing.
4. Delay installation of final course of permanent hot-mix asphalt pavement until immediately before Substantial Completion. Repair hot-mix asphalt base-course pavement before installation of final course according to Section 32 12 16 "Asphalt Paving."

D. Traffic Controls: Comply with requirements of authorities having jurisdiction.

1. Protect existing site improvements to remain including curbs, pavement, and utilities.
2. Maintain access for fire-fighting equipment and access to fire hydrants.

E. Parking: Use designated areas of Owner's existing parking areas for construction personnel.

F. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.

1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
2. Remove snow and ice as required to minimize accumulations.

G. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.

1. Identification Signs: Provide Project identification signs as directed by Architect/Owner.
2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.

    a. Provide temporary, directional signs for construction personnel and visitors.

3. Maintain and touchup signs so they are legible at all times.

H. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 01 73 00 "Execution."

I. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.

1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

J. Temporary Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate.

K. Existing Stair Usage: Use of Owner's existing stairs will be permitted, provided stairs are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore stairs to condition existing before initial use.

1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If stairs become damaged, restore damaged areas so no evidence remains of correction work.

## 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.

B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

1. Comply with work restrictions specified in Section 01 10 00 "Summary."

C. Temporary Erosion and Sedimentation Control: Comply with requirements of 2003 EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent and requirements specified in Section 31 25 00 “Erosion and Sedimentation Control”.

D. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.

E. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.

F. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using environmentally safe materials.

G. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.

1. Extent of Fence: As indicated on Drawings.
2. Maintain security by limiting number of keys and restricting distribution to authorized personnel.

H. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.

1. Storage: Where materials and equipment must be stored, and are of value or attractive for theft, provide a secure lockup. Enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.

I. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

J. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.

K. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.

1. Where heating or cooling is needed and permanent enclosure is incomplete, insulate temporary enclosures.

L. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by Owner from fumes and noise.

1. Construct dustproof partitions with gypsum wallboard with joints taped on occupied side, and fire-retardant-treated plywood on construction operations side.
2. Construct dustproof partitions with two layers of 6-mil (0.14-mm) polyethylene sheet on each side. Cover floor with two layers of 6-mil (0.14-mm) polyethylene sheet, extending sheets 18 inches (460 mm) up the sidewalls. Overlap and tape full length of joints. Cover floor with fire-retardant-treated plywood.

    a. Construct vestibule and airlock at each entrance through temporary partition with not less than 48 inches (1219 mm) between doors. Maintain water-dampened foot mats in vestibule.

3. Where fire-resistance-rated temporary partitions are indicated or are required by authorities having jurisdiction, construct partitions according to the rated assemblies.
4. Insulate partitions to control noise transmission to occupied areas.
5. Seal joints and perimeter. Equip partitions with gasketed dustproof doors and security locks where openings are required.
6. Protect air-handling equipment.
7. Provide walk-off mats at each entrance through temporary partition.

M. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.

1. Prohibit smoking in construction areas.
2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

N. Collection and Disposal of Waste: Collect waste from construction areas and elsewhere as required to maintain a neat and orderly site.

O. Hazardous Wastes: Hazardous wastes shall be separated, stored, and disposed of according to local regulations.

P. Environmental Protection: Provide protection, operate temporary facilities and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways and subsoil might be contaminated or polluted. Restrict use of noise making tools and equipment to hours that will minimize complaints from persons or firms near the site.

## 3.5 MOISTURE AND MOLD CONTROL

A. Contractor's Moisture-Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.

B. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:

1. Protect porous materials from water damage.
2. Protect stored and installed material from flowing or standing water.
3. Keep porous and organic materials from coming into prolonged contact with concrete.
4. Remove standing water from decks.
5. Keep deck openings covered or dammed.

C. Partially Enclosed Construction Phase: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:

1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
2. Keep interior spaces reasonably clean and protected from water damage.
3. Periodically collect and remove waste containing cellulose or other organic matter.
4. Discard or replace water-damaged material.

5. Do not install material that is wet.
6. Discard, replace, or clean stored or installed material that begins to grow mold.
7. Perform work in a sequence that allows any wet materials adequate time to dry before enclosing the material in drywall or other interior finishes.

D. Controlled Construction Phase of Construction: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:

1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
2. Use permanent HVAC system to control humidity.
3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.

    a. Hygroscopic materials that may support mold growth, including wood and gypsum-based products, that become wet during the course of construction and remain wet for 48 hours are considered defective.
    b. Measure moisture content of materials that have been exposed to moisture during construction operations or after installation. Record readings beginning at time of exposure and continuing daily for 48 hours. Identify materials containing moisture levels higher than allowed. Report findings in writing to Architect.
    c. Remove materials that cannot be completely restored to their manufactured moisture level within 48 hours.

## 3.6 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal.

1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.

D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.

2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.

3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 01 77 00 "Closeout Procedures."

END OF SECTION 01 50 00

# SECTION 01 73 00 - EXECUTION

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:

1. Construction layout.
2. Field engineering and surveying.
3. Installation of the Work.
4. Cutting and patching.
5. Progress cleaning.
6. Protection of installed construction.

B. Related Requirements:

1. Section 01 10 00 "Summary" for limits on use of Project site.
2. Section 01 33 00 "Submittal Procedures" for submitting surveys.
3. Section 01 77 00 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.
4. Section 02 40 00 "Selective Demolition" for demolition and removal of selected portions of the building.

### 1.3 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.

B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

### 1.4 QUALITY ASSURANCE

A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

B. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection

2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operational elements include the following:

   a. Primary operational systems and equipment.
   b. Fire separation assemblies.
   c. Air or smoke barriers.
   d. Fire-suppression systems.
   e. Mechanical systems piping and ducts.
   f. Control systems.
   g. Communication systems.
   h. Fire-detection and -alarm systems.
   i. Conveying systems.
   j. Electrical wiring systems.
   k. Operating systems of special construction.

3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:

   a. Water, moisture, or vapor barriers.
   b. Membranes and flashings.
   c. Exterior curtain-wall construction.
   d. Sprayed fire-resistive material.
   e. Equipment supports.
   f. Piping, ductwork, vessels, and equipment.
   g. Noise- and vibration-control elements and systems.

4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

C. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance.

1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

## 3.2 PREPARATION

A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 01 31 00 "Project Management and Coordination."

## 3.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.

B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.

1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
2. Establish limits on use of Project site.
3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
4. Inform installers of lines and levels to which they must comply.
5. Check the location, level and plumb, of every major element as the Work progresses.
6. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.

C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.

D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

## 3.4 FIELD ENGINEERING

A. Identification: Owner will identify existing benchmarks, control points, and property corners.

B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.

1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect before proceeding.
2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.

C. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.

1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.

## 3.5 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.
2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.

F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
2. Allow for building movement, including thermal expansion and contraction.
3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

## 3.6 CUTTING AND PATCHING

A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

C. Temporary Support: Provide temporary support of work to be cut.

D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Section 01 10 00 "Summary."

F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas. Coordinate with utility provider if utility is to be abandoned.

G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
6. Proceed with patching after construction operations requiring cutting are complete.

H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.

    a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    b. Restore damaged pipe covering to its original condition.

3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

    a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.

I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

## 3.7 OWNER-INSTALLED PRODUCTS

A. Site Access: Provide access to Project site for Owner's construction personnel.

B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction personnel.

1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
2. Preinstallation Conferences: Include Owner's construction personnel at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction personnel if portions of the Work depend on Owner's construction.

## 3.8 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

    a. Use containers intended for holding waste materials of type to be stored.

4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.

2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 01 50 00 "Temporary Facilities and Controls"

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

## 3.9 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Comply with manufacturer's written instructions for temperature and relative humidity.

C. Clean and protect construction in progress and adjoining materials in place, during handling and installation. Apply protective covering where required to assure protection from damage or deterioration at Substantial Completion.

D. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to assure operability without damaging effects.

E. Limiting Exposures: Supervise construction operations to assure that not part of the construction, completed or in progress is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to the following:

1. Excessive static or dynamic loading.
2. Excessively high or low temperatures.
3. Excessively high or low humidity.
4. Water or ice.
5. Solvents.
6. Chemicals.
7. Light.
8. Puncture.
9. Abrasion.
10. Heavy traffic.
11. Soiling, staining, corrosion.
12. Rodent and insect infestation.
13. Electrical current.
14. Improper lubrication.
15. Unusual wear or other misuse.
16. Contact between incompatible materials.
17. Misalignment.
18. Excessive weathering.
19. Unprotected storage.
20. Improper shipping or handling.
21. Theft.
22. Vandalism.

END OF SECTION 01 73 00

# SECTION 01 74 19 – CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

## PART 1 - GENERAL

### 1.1 SUMMARY

A. This Section includes administrative and procedural requirements for the following:

1. Salvaging nonhazardous demolition and construction waste.
2. Recycling nonhazardous demolition and construction waste.
3. Disposing of nonhazardous demolition and construction waste.

B. See Division 31 Section “Site Clearing” for disposition of waste resulting from site clearing and removal of above- and below-grade improvements.

### 1.2 DEFINITIONS

A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.

B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.

C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.

D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.

E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.

F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

### 1.3 PERFORMANCE GOALS

A. General: Develop waste management plan that results in end-of-Project rates for salvage/recycling of 80 percent by weight of total waste generated by the Work.

B. Salvage/Recycle Goals: Owner’s goal is to salvage and recycle as much nonhazardous demolition and construction waste as possible.

1.4 SUBMITTALS

A. Waste Reduction Calculations: Before request for Substantial Completion, submit three copies of calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.

1.5 QUALITY ASSURANCE

A. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.

B. Waste Management Conference: Conduct conference at Project site.

1.6 WASTE MANAGEMENT PLAN

A. General: Develop plan consisting of waste identification and waste reduction work plan. Include separate sections in plan for demolition and construction waste. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.

B. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.

1. Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.
2. Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.
3. Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.
4. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
5. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
6. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on Project site where materials separation will be located.

**PART 2 - PRODUCTS (NOT USED)**

## PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

A. General: Implement waste management plan as approved by Owner. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.

B. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at the Project Site.

1. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.

C. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
2. Comply with Division 1 Section “Temporary Facilities and Controls” for controlling dust and dirt, environmental protection, and noise control.

3.2 SALVAGING DEMOLITION WASTE

A. Salvaged Items for Reuse in the Work:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until installation.
4. Protect items from damage during transport and storage.
5. Install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, support, and miscellaneous materials necessary to make items functional for use indicated.

B. Salvaged Items for Sale and Donation: Not permitted on Project Site.

C. Salvaged Items for Owner’s Use:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner’s storage area designated by Owner.
5. Protect items from damage during transport and storage.

## 3.3 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

A. General: Recycle paper and beverage containers used by on-site workers.

B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to Contractor.

C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.

1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.

    a. Inspect containers and bins for contamination and remove contaminated materials if found.

2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
4. Store components off the ground and protect them from the weather.
5. Remove recyclable waste off Owner's property and transport to recycling receiver or processor.

## 3.4 RECYCLING DEMOLITION WASTE

A. Asphaltic Concrete Paving: Break up and transport paving to asphalt-recycling facility.

B. Wood Materials: Sort and stack members according to size, type, and length. Separate lumber, engineered wood products, panel products, and treated wood materials.

C. Metals: Separate metals by type.

1. Structural Steel: Stack members according to size, type of member, and length.
2. Remove and dispose of bolts, nuts, washers, and other rough hardware.

D. Piping: Reduce piping to straight lengths and store by type and size. Separate supports, hangers, valves, sprinklers, and other components by type and size.

E. Lighting Fixtures: Separate lamps by type and protect from breakage.

1. Remove ballast from fixture and separate non-PCB and PCB ballast. Ballast to be stacked, labeled and shrink wrapped on wood pallets. Owner will pick up from site. Coordinate with Owner the location of material for removal.

2. Owner will provide lamp boxes for Contractors removal and disposal procedure. Owner will pick up from site. Coordinate with Owner the location of material for removal.

F. Electrical Devices: Separate switches, receptacles, switchgear, transformers, meters, panelboards, circuit breakers, and other devices by type.

G. Conduit: Reduce conduit to straight lengths and store by type and size.

3.5 RECYCLING CONSTRUCTION WASTE

A. Packaging:

1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
2. Polystyrene Packaging: Separate and bag materials.
3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

B. Site-Clearing Wastes: Chip brush, branches, and trees at landfill facility.

C. Wood Materials:

1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.
2. Clean Sawdust: Bag sawdust that does not contain painted or treated wood.

3.6 DISPOSAL OF WASTE

A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Disposal: Transport waste materials off Owner's property and legally dispose of them.

END OF SECTION 01 74 19

# SECTION 01 77 00 - CLOSEOUT PROCEDURES

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

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

1. Substantial Completion procedures.
2. Final completion procedures.
3. Warranties.
4. Final cleaning.
5. Repair of the Work.

B. Related Requirements:

1. Section 01 73 00 "Execution" for progress cleaning of Project site.
2. Section 01 78 23 "Operation and Maintenance Data" for operation and maintenance manual requirements.
3. Section 01 78 39 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

### 1.3 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

B. Certificate of Insurance: For continuing coverage.

C. Field Report: For pest control inspection.

### 1.4 MAINTENANCE MATERIAL SUBMITTALS

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

## 1.5 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 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. In the Application for Payment that first follows the date of Substantial Completion, show supporting documentation for completion and a statement showing an accounting of changes to the Contract Sum.

    a. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.

2. 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.
3. 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.
4. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
5. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number where applicable.
6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

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. Advise Owner of pending insurance changeover requirements.
2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
3. Complete startup and testing of systems and equipment.
4. Perform preventive maintenance on equipment used prior to Substantial Completion.
5. Advise Owner of changeover in heat and other utilities.
6. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
8. Complete final cleaning requirements, including touchup painting.
9. 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.

## 1.6 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:

1. Submit a final Application for Payment according to Section 01 29 00 "Payment Procedures."
2. 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.
3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit pest-control final inspection report.

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.

## 1.7 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties as indicated in individual sections 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. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.

C. 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 (215-by-280-mm) paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed 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.

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

## PART 2 - PRODUCTS

### 2.1 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.

## PART 3 - EXECUTION

### 3.1 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 and 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. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
h. Sweep concrete floors broom clean in unoccupied spaces.
i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
k. Remove labels that are not permanent.
l. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
o. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.

1) Clean HVAC system in compliance with NADCA Standard 1992-01. Provide written report on completion of cleaning.

p. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
q. Leave Project clean and ready for occupancy.

C. Pest Control: Comply with pest control requirements in Section 01 50 00 "Temporary Facilities and Controls." Prepare written report.

D. Construction Waste Disposal: Comply with waste disposal requirements in Section 01 50 00 "Temporary Facilities and Controls"

1. Where extra materials of value remaining after completion of associated Work have become the Owner's property, arrange for disposition of these materials as directed.

## 3.2 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 restored, 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 that already show evidence of repair or restoration.

    a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.

3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
4. 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 77 00

# SECTION 01 78 23 - OPERATION AND MAINTENANCE DATA

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:

1. Operation and maintenance documentation directory.
2. Emergency manuals.
3. Operation manuals for systems, subsystems, and equipment.
4. Product maintenance manuals.
5. Systems and equipment maintenance manuals.

B. Related Requirements:

1. Section 01 33 00 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.

### 1.3 CLOSEOUT SUBMITTALS

A. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.

1. Architect will comment on whether content of operations and maintenance submittals are acceptable.
2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.

B. Format: Submit operations and maintenance manuals in the following format:

1. PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to Architect.

   a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
   b. Enable inserted reviewer comments on draft submittals.

2. One paper copy. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves.

C. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect will return copy with comments.

1. Correct or revise each manual to comply with Architect's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's comments and prior to commencing demonstration and training.

## PART 2 - PRODUCTS

### 2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

A. Directory: Prepare a single, comprehensive directory of emergency, operation, and maintenance data and materials, listing items and their location to facilitate ready access to desired information. Include a section in the directory for each of the following:

1. List of documents.
2. List of systems.
3. List of equipment.
4. Table of contents.

B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.

C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.

D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

## 2.2 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:

1. Title page.
2. Table of contents.
3. Manual contents.

B. Title Page: Include the following information:

1. Subject matter included in manual.
2. Name and address of Project.
3. Name and address of Owner.
4. Date of submittal.
5. Name and contact information for Contractor.
6. Name and contact information for Construction Manager.
7. Name and contact information for Architect.
8. Name and contact information for Commissioning Authority.
9. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
10. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

E. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.

1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.

2. File Names and Bookmarks: Enable bookmarking of individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.

F. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.

1. Binders: Heavy-duty, three-ring, vinyl-covered, binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (215-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.

   a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
   b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
4. Supplementary Text: Prepared on 8-1/2-by-11-inch (215-by-280-mm) white bond paper.
5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.

   a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
   b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

## 2.3 EMERGENCY MANUALS

A. Content: Organize manual into a separate section for each of the following:

1. Type of emergency.
2. Emergency instructions.
3. Emergency procedures.

B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:

1. Fire.
2. Flood.
3. Gas leak.
4. Water leak.
5. Power failure.
6. Water outage.
7. System, subsystem, or equipment failure.
8. Chemical release or spill.

C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.

D. Emergency Procedures: Include the following, as applicable:

1. Instructions on stopping.
2. Shutdown instructions for each type of emergency.
3. Operating instructions for conditions outside normal operating limits.
4. Required sequences for electric or electronic systems.
5. Special operating instructions and procedures.

## 2.4 OPERATION MANUALS

A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:

1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
2. Performance and design criteria if Contractor has delegated design responsibility.
3. Operating standards.
4. Operating procedures.
5. Operating logs.
6. Wiring diagrams.
7. Control diagrams.
8. Piped system diagrams.
9. Precautions against improper use.
10. License requirements including inspection and renewal dates.

B. Descriptions: Include the following:

1. Product name and model number. Use designations for products indicated on Contract Documents.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.

5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

## 2.5 PRODUCT MAINTENANCE MANUALS

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

C. Product Information: Include the following, as applicable:

1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.
4. Material and chemical composition.
5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and the following:

1. Inspection procedures.
2. Types of cleaning agents to be used and methods of cleaning.
3. List of cleaning agents and methods of cleaning detrimental to product.

4. Schedule for routine cleaning and maintenance.
5. Repair instructions.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

## 2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.

B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:

1. Standard maintenance instructions and bulletins.
2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
3. Identification and nomenclature of parts and components.
4. List of items recommended to be stocked as spare parts.

D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:

1. Test and inspection instructions.
2. Troubleshooting guide.
3. Precautions against improper maintenance.
4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
5. Aligning, adjusting, and checking instructions.
6. Demonstration and training video recording, if available.

E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.

2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.

F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

## PART 3 - EXECUTION

### 3.1 MANUAL PREPARATION

A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.

B. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.

C. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

D. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.

1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

E. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.

F. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.

1. Do not use original project record documents as part of operation and maintenance manuals.
2. Comply with requirements of newly prepared record Drawings in Section 01 78 39 "Project Record Documents."

G. Comply with Section 01 77 00 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 01 78 23

# SECTION 01 78 39 - PROJECT RECORD DOCUMENTS

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

A. Section includes administrative and procedural requirements for project record documents, including the following:

1. Record Drawings.
2. Record Specifications.
3. Record Product Data.
4. Miscellaneous record submittals.

B. Related Requirements:

1. Section 01 77 00 "Closeout Procedures" for general closeout procedures.
2. Section 01 78 23 "Operation and Maintenance Data" for operation and maintenance manual requirements.

### 1.3 CLOSEOUT SUBMITTALS

A. Submit record documents to the Architect for the Owner's records within 30 calendar days of Substantial Completion, without any mitigating circumstances. Failure to submit all required documents listed herein within this timeframe shall result in the 5% project retainage being held until such time that documents are provided in their entirety.

B. Record Drawings: Comply with the following:

1. Final Submittal:

a. Submit one paper-copy set(s) of marked-up record prints.

1) Submit one clean, undamaged set of Contract Drawings and Shop Drawings with all Addendums and contract modifications posted.

2. Submit record digital data files in PDF format.
3. Plot each drawing file, whether or not changes and additional information were recorded.

C. Record Specifications: Submit one paper copy and annotated PDF electronic files of Project's Specifications, including addenda and contract modifications.

D. Record Product Data: Submit one paper copy and annotated PDF electronic files and directories of each submittal.

1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

E. Record Samples: Meet at the site with the Architect and the Owner's personnel to determine which of the submitted samples are to be transmitted to the Owner for record purposes.

## PART 2 - PRODUCTS

### 2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.

1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
b. Accurately record information in an acceptable drawing technique.
c. Record data as soon as possible after obtaining it.
d. Record and check the markup before enclosing concealed installations.
e. Cross-reference record prints to corresponding archive photographic documentation.

2. Content: Types of items requiring marking include, but are not limited to, the following:

a. Dimensional changes to Drawings.
b. Revisions to details shown on Drawings.
c. Depths of foundations below first floor.
d. Locations and depths of underground utilities.
e. Revisions to routing of piping and conduits.
f. Revisions to electrical circuitry.
g. Actual equipment locations.
h. Duct size and routing.
i. Locations of concealed internal utilities.
j. Changes made by Change Order or Construction Change Directive.
k. Changes made following Architect's written orders.
l. Details not on the original Contract Drawings.
m. Field records for variable and concealed conditions.
n. Record information on the Work that is shown only schematically.

3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
4. Mark important additional information that was either shown schematically or omitted from original Drawings.
5. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

## 2.2 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
5. Note related Change Orders, record Product Data, and record Drawings where applicable.

B. Format: Submit record Specifications as annotated PDF electronic file and paper copy.

## 2.3 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders, record Specifications, and record Drawings where applicable.

B. Format: Submit record Product Data as annotated PDF electronic file and paper copy.

1. Include record Product Data directory organized by Specification Section number and title, electronically linked to each item of record Product Data.

2.4 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

B. Format: Submit miscellaneous record submittals as PDF electronic file and paper copy.

1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

**PART 3 - EXECUTION**

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.

B. Maintenance of Record Documents and Samples: Store record documents and Samples in the office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

END OF SECTION 01 78 39

# SECTION 01 79 00 - DEMONSTRATION AND TRAINING

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:

1. Demonstration of operation of systems, subsystems, and equipment.
2. Training in operation and maintenance of systems, subsystems, and equipment.
3. Demonstration and training video recordings.

### 1.3 INFORMATIONAL SUBMITTALS

A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.

B. Attendance Record: For each training module, submit list of participants and length of instruction time.

C. Evaluations: For each participant and for each training module, submit results and documentation of performance-based test.

### 1.4 CLOSEOUT SUBMITTALS

A. Demonstration and Training Video Recordings: Submit two copies within seven days of end of each training module.

1. Identification: On each copy, provide an applied label with the following information:

a. Name of Project.
b. Name and address of videographer.
c. Name of Architect.
d. Name of Construction Manager.
e. Name of Contractor.
f. Date of video recording.

2. Transcript: Prepared in PDF electronic format. Include a cover sheet with same label information as the corresponding video recording and a table of contents with links to corresponding training components. Include name of Project and date of video recording on each page.
3. At completion of training, submit complete training manual(s) for Owner's use in PDF electronic file format on compact disc.

## 1.5 QUALITY ASSURANCE

A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.

B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Section 01 40 00 "Quality Requirements," experienced in operation and maintenance procedures and training.

C. Preinstruction Conference: Conduct conference at Project site to comply with requirements in Section 01 31 00 "Project Management and Coordination." Review methods and procedures related to demonstration and training including, but not limited to, the following:

1. Inspect and discuss locations and other facilities required for instruction.
2. Review and finalize instruction schedule and verify availability of educational materials, instructors' personnel, audiovisual equipment, and facilities needed to avoid delays.
3. Review required content of instruction.
4. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

## 1.6 COORDINATION

A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.

B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.

C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

## PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.

B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:

1. Basis of System Design, Operational Requirements, and Criteria: Include the following:

   a. System, subsystem, and equipment descriptions.
   b. Performance and design criteria if Contractor is delegated design responsibility.
   c. Operating standards.
   d. Regulatory requirements.
   e. Equipment function.
   f. Operating characteristics.
   g. Limiting conditions.
   h. Performance curves.

2. Documentation: Review the following items in detail:

   a. Operations manuals.
   b. Maintenance manuals.
   c. Project record documents.
   d. Identification systems.
   e. Warranties and bonds.
   f. Maintenance service agreements and similar continuing commitments.

3. Emergencies: Include the following, as applicable:

   a. Instructions on meaning of warnings, trouble indications, and error messages.
   b. Instructions on stopping.
   c. Shutdown instructions for each type of emergency.
   d. Operating instructions for conditions outside of normal operating limits.
   e. Sequences for electric or electronic systems.
   f. Special operating instructions and procedures.

4. Operations: Include the following, as applicable:

   a. Startup procedures.
   b. Equipment or system break-in procedures.
   c. Routine and normal operating instructions.

d. Regulation and control procedures.
e. Control sequences.
f. Safety procedures.
g. Instructions on stopping.
h. Normal shutdown instructions.
i. Operating procedures for emergencies.
j. Operating procedures for system, subsystem, or equipment failure.
k. Seasonal and weekend operating instructions.
l. Required sequences for electric or electronic systems.
m. Special operating instructions and procedures.

5. Adjustments: Include the following:

a. Alignments.
b. Checking adjustments.
c. Noise and vibration adjustments.
d. Economy and efficiency adjustments.

6. Troubleshooting: Include the following:

a. Diagnostic instructions.
b. Test and inspection procedures.

7. Maintenance: Include the following:

a. Inspection procedures.
b. Types of cleaning agents to be used and methods of cleaning.
c. List of cleaning agents and methods of cleaning detrimental to product.
d. Procedures for routine cleaning
e. Procedures for preventive maintenance.
f. Procedures for routine maintenance.
g. Instruction on use of special tools.

8. Repairs: Include the following:

a. Diagnosis instructions.
b. Repair instructions.
c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
d. Instructions for identifying parts and components.
e. Review of spare parts needed for operation and maintenance.

## PART 3 - EXECUTION

### 3.1 PREPARATION

A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Section 01 78 23 "Operation and Maintenance Data."

B. Set up instructional equipment at instruction location.

### 3.2 INSTRUCTION

A. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.

1. Architect will furnish an instructor to describe basis of system design, operational requirements, criteria, and regulatory requirements.
2. Owner will furnish an instructor to describe Owner's operational philosophy.
3. Owner will furnish Contractor with names and positions of participants.

B. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.

1. Schedule training with Owner with at least seven days' advance notice.

C. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.

D. Cleanup: Collect used and leftover educational materials and remove from Project site. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

### 3.3 DEMONSTRATION AND TRAINING VIDEO RECORDINGS

A. General: Engage a qualified commercial videographer to record demonstration and training video recordings. Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.

1. At beginning of each training module, record each chart containing learning objective and lesson outline.

B. Video: Provide minimum 640 x 480 video resolution converted to format file type acceptable to Owner, on electronic media.

1. Electronic Media: Read-only format compact disc acceptable to Owner, with commercial-grade graphic label.
2. File Hierarchy: Organize folder structure and file locations according to project manual table of contents. Provide complete screen-based menu.
3. File Names: Utilize file names based upon name of equipment generally described in video segment, as identified in Project specifications.
4. Contractor and Installer Contact File: Using appropriate software, create a file for inclusion on the Equipment Demonstration and Training DVD that describes the following for each Contractor involved on the Project, arranged according to Project table of contents:

    a. Name of Contractor/Installer.
    b. Business address.
    c. Business phone number.
    d. Point of contact.
    e. E-mail address.

C. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to adequately cover area of demonstration and training. Display continuous running time.

1. Film training session(s) in segments not to exceed 15 minutes.

    a. Produce segments to present a single significant piece of equipment per segment.
    b. Organize segments with multiple pieces of equipment to follow order of Project Manual table of contents.
    c. Where a training session on a particular piece of equipment exceeds 15 minutes, stop filming and pause training session. Begin training session again upon commencement of new filming segment.

D. Light Levels: Verify light levels are adequate to properly light equipment. Verify equipment markings are clearly visible prior to recording.

1. Furnish additional portable lighting as required.

E. Narration: Describe scenes on video recording by audio narration by microphone while video recording is recorded. Include description of items being viewed.

F. Transcript: Provide a transcript of the narration. Display images and running time captured from videotape opposite the corresponding narration segment.

G. Preproduced Video Recordings: Provide video recordings used as a component of training modules in same format as recordings of live training.

END OF SECTION 01 79 00

# SECTION 03 30 01 – CAST-IN-PLACE CONCRETE – SITE WORK

## PART 1. GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.

### 1.2 SUMMARY

A. Work shall include all labor, materials, and equipment necessary to completely furnish and install Cast-In-Place concrete as indicated on the plans and as herein specified.

B. This Section includes the following:

1. Cast-in-place concrete for site work only.
2. Form-work.
3. Reinforcing.
4. Mix design.
5. Placement procedures.
6. Finishes.

C. Related Sections: The following Sections contain requirements that relate to this Section:

1. See Section 01 “Project Management and Coordination” if included, for additional requirements.
2. See Section 32 “Concrete Paving”.

### 1.3 SUBMITTALS

A. Laboratory Test Reports: Submit laboratory test reports for concrete materials and mix design tests, and quality control tests as specified.

1. Submit written reports including strength test reports to Landscape Architect of each proposed mix for each class of concrete at least 15 days prior to start of work. Both mix designs and test data supporting mix design shall have been completed within the twelve-month period preceding the first placement of concrete on this project. Design mixes and test reports completed prior to that time are not acceptable. Do not begin concrete production until mixes have been approved by the Landscape Architect/Engineer.
2. Submit aggregate gradation data, if available aggregate does not meet the requirements of Section 2.3 Concrete Materials, to Landscape Architect at least 15 days prior to start of work.

B. Product data for proprietary materials and items.

C. Shop drawings for fabrication, bending and placement of concrete reinforcement. Comply with ACI 315 “Details and Detailing of Concrete Reinforcement” and ACI 315R “Manual of Engineering and Placing Drawings for Reinforced Concrete” showing bar schedules, stirrup spacing, diagrams of bent bars, arrangement of concrete reinforcement and plan drawing showing placement layout. Include special reinforcement required at openings through concrete structures.

1. One submittal shall be provided for all concrete reinforcement components in an area (i.e., foundations, dowels, wall reinforcing, etc.) Separate packages will not be reviewed.
2. Any deviations from Construction Documents shall be clearly noted for verification.
3. Forming / top of wall layout drawings for poured walls.
4. Construction Joints in Concrete Stairs on Grade: At concrete stairs exceeding 8’-0” in width, submit construction joint layout for review and approval by Landscape Architect/Engineer at least 15 days prior to start of work.

D. Submit product literature of bonding agent to be used and provide sample of repair for review and approval by Landscape Architect/Engineer prior to commencement of repair operation.

1.4 QUALITY ASSURANCE

A. Codes and Standards: Comply with provisions of following codes, specifications, and standards, except where more stringent requirements are shown or specified:

1. ACI 318, "Building Code Requirements for Reinforced Concrete”.
2. ACI 301, "Specifications for Structural Concrete for Buildings”.
3. Concrete Reinforcing Steel Institute (CRSI), "Manual of Standard Practice”.

B. Concrete Testing Service: The Contractor will engage a testing laboratory acceptable to Landscape Architect/Engineer to perform material evaluation tests and to design concrete mixes.

C. Materials and installed work may require testing and re-testing at any time during progress of work. Tests shall be done at Contractor’s expense.

D. A single supplier shall be used for exposed concrete.

E. Mockups: Cast concrete slab-on-grade to demonstrate colored concrete.

1. Build panel approximately 3 sq. ft. for slab-on-grade in the location indicated or, if not indicated, as directed by Landscape Architect.
2. Approved mockups may become part of the completed work if undisturbed at time of Substantial Completion.

## PART 2. PRODUCTS

### 2.1 FORM MATERIALS

A. Forms for Exposed Finish Concrete: Metal or approved exterior grade plywood. Provide continuous, straight, smooth, exposed surfaces. Furnish in largest practicable sizes to minimize number of joints and to conform to joint system shown on drawings.

1. Use overlaid plywood complying with U.S. Product Standard PS-1 “A-C or B-B High Density Overlaid Concrete Form,” Class I.

B. Forms for Unexposed Finish Concrete: Plywood or metal. Provide lumber dressed on at least 2 edges and one side for tight fit.

C. Form Coatings: Provide commercial formulation form-coating compounds with a maximum VOC (volatile organic compound) content of 350 g/l that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

D. Carton Forms: Biodegradable paper surface, treated for moisture-resistance, structurally sufficient to support weight of plastic concrete and other superimposed loads.

E. Form Ties: Factory-fabricated, adjustable-length, removable or snap-off metal form ties, designed to prevent form deflection and to prevent spalling of concrete upon removal. Provide units that will leave no corrodible metal closer than 1½ inches to exposed surface.

1. Provide ties that, when removed, will leave holes not larger than 1 inch diameter in concrete surface.

### 2.2 REINFORCING MAERIALS

A. Reinforcing Bars: ASTM A 615, Grade 60, deformed. Grade 40 may be used for stirrups and ties.

B. Epoxy-Coated Reinforcing Bars: ASTM A 615, grade 60, deformed bars, epoxy coated, with less than 2 percent damaged coating in each 12 inch bar length.

1. Epoxy Repair Coating: Liquid, two-part, epoxy repair coating; compatible with epoxy coating on reinforcement and complying with ASTM A 775.

C. Supports for Reinforcement: Bolsters, chairs, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire fabric in place. Use wire bar-type supports complying with CRSI Specifications.

1. For slabs-on-grade, use supports with sand plates or horizontal runners where base material will not support chair legs.

2. For exposed-to-view concrete surfaces where legs of supports are in contact with forms, provide supports with legs that are protected by plastic (CRSI, Class 1) or use stainless steel supports (CRSI, Class2).

## 2.3 CONCRETE MATERIALS

A. Portland Cement: ASTM C 150, Type IL, or Type II.

B. Normal Weight Aggregate: ASTM C 33, and as herein specified. Provide aggregates from a single source throughout project unless otherwise acceptable to the Engineer. Coarse aggregates shall meet the requirements for use in regions of moderate weathering. Nominal maximum sizes of aggregates shall not exceed the following limits.

1. Sections whose minimum thickness is 12” or more: 1-1/2”.
2. Sections whose minimum thickness is less than 12”: 3/4”.

C. Water: ASTM C94.

D. Admixtures, General: Admixtures for concrete shall contain not more than 0.1 percent chloride ions.

1. Air-Entraining Admixture: ASTM C 260, certified by manufacturer to be compatible with other required admixtures.
2. Water-Reducing Admixture: ASTM C 494, Type A.
3. High-Range Water-Reducing Admixture: ASTM C 494, Type F or Type G.
4. Water-Reducing, Accelerating Admixture: ASTM C 494, Type E.
5. Water-Reducing, Retarding Admixture: ASTM C 494, Type D
6. Fly Ash. ASTM C 618, Class C.

    a. Wall and foundation concrete may contain up to 30 percent fly ash.
    b. Exposed concrete work including exterior slabs may contain up to 15 percent fly ash.
    c. Flatwork concrete that is not exposed may contain up to 15 percent fly ash.

7. Other admixtures may be proposed subject to compliance with the requirements of this section and the approval of the Landscape Architect/Engineer.

E. Color Pigment: ASTM C 979, synthetic mineral-oxide pigments or colored water-reducing admixtures; color stable, nonfading, and resistant to lime and other alkalis.

1. 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

    a. Davis Colors.
    b. Or equal if and as specifically approved by Landscape Architect by Addendum during the bidding period.

2. Color: As selected by Landscape Architect from manufacturer's full range.

## 2.4 CURING MATERIALS

A. General: See Part 3 “Execution”, requirements for selection of curing materials.

B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) when dry.

C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.

D. Water: Potable.

E. Curing Compound: Liquid-type membrane-forming curing compound complying with ASTM C 309, Type I, Class A or Class B.

## 2.5 RELATED MATERIALS

A. Granular Base: Clean mixture of crushed stone or crushed or uncrushed gravel to provide, when compacted, a smooth and even surface below slabs on grade in locations as noted on drawings. Mixture shall comply with the following: 100 percent passing a 1 1/2-inch (38-mm) sieve and 0 to 5 percent passing a No. 8 (2.36-mm).

B. Patching Compound: Cement-based compound for applications from one inch thick to feathered edges.

C. Bonding Compound: Polyvinyl acetate or acrylic base.

D. Foam Expansion Joint Filler: Polyethylene closed-cell expansion-joint filler. Provide WR Meadows, Deck-O-Foam expansion joint filler or equal.

E. Joint Sealer: ASTM C 920, See Specification Section 07900 for requirements.

F. Chemical Hardener/Sealer: Hardener, dustproofer and sealer consisting of a water soluble inorganic silicate-based compound. Hardener/sealer shall incorporate a gray color packet per manufacturer’s recommendations.

1. Products: Subject to compliance with requirements, provide one of the following:

a. Structure Concrete Sealer, Midwest Floor Care, Inc., Adams, NE.
b. Sonneborn, Kure-N-Harden, Degussa Building Systems, Shakopee, MN.
c. Hydrozo, Enviroseal 20, Degussa Building Systems, Shakopee, MN.
d. Seal Hard, L & M Construction Specialties, Omaha, NE.
e. Other, equal, if and as specifically approved by Landscape Architect by Addendum during bidding period.

## 2.6 PROPORTIONING AND DESIGN OF MIXES

A. Prepare design mixes for each type and strength of concrete by laboratory trial batch as specified in ACI 301. Use an independent testing facility acceptable to the Landscape Architect/Engineer for preparing and reporting proposed mix designs.

B. Submit written reports to Landscape Architect of proposed mix. Do not begin concrete production until proposed mix designs have been approved by Landscape Architect/Engineer.

C. Design mixes to provide normal weight concrete with the following properties, unless otherwise indicated on drawings and schedules:

1. All concrete shall have a 28 day F'c = 4500 psi.

D. Slump Limits: Proportion and design mixes to result in concrete slump at point of placement as follows:

1. Ramps, slabs, and sloping surfaces: Not more than 3 inches.
2. Other concrete: Not less than 1 inch nor more than 4 inches.

E. Water-Cement Ratio: Provide concrete for following conditions with maximum water-cement (W/C) ratios as follows:

1. Slabs on grade and grade beams shall have a 28 day F'c = 4500 psi; water-cement ratio between 0.40 and 0.45.

F. Mix design adjustments may be requested when characteristics of materials, job conditions, weather, or other circumstances warrant. Laboratory test data for revised mix design and strength test results must be submitted to and accepted by Landscape Architect/Engineer before using in work.

## 2.7 ADMIXTURES

A. Show clearly on all submittals which admixtures if any are to be used in each concrete mix. Do not use any admixture whose use has not been approved by the Landscape Architect/Engineer.

B. Use air-entraining admixture in all exterior concrete in accordance with ACI 301 requirements.

1. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having total air content within the following limits:

a. Concrete structures and slabs exposed to freezing and thawing, deicer chemicals, or hydraulic pressure:

1) 4.5 percent to 7 percent air.

C. Use admixtures for water reduction and set control in strict compliance with manufacturer's directions.

D. Color Pigment: Add color pigment to concrete mixture according to manufacturer's written instructions and to result in hardened concrete color consistent with approved mockup.

2.8 CONCRETE MIXING

A. Ready-Mix Concrete: Comply with requirements of ASTM C 94, and as specified.

B. Addition of water to the batch at the job site is permitted but subject to the limitations of ACI 301.

C. When air temperature is between 85 and 90 deg F (30 and 32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.

## PART 3. EXECUTION

3.1 FORMS

A. General: Design, erect, support, brace, and maintain formwork according to ACI 301 to support all loads that might be applied until concrete structure can support such loads. Construct formwork so concrete members and structures are of correct size, shape, alignment, elevation, and position indicated on drawings within tolerance limits of ACI 117. Maintain formwork construction tolerances complying with ACI 347R.

B. Construct forms to sizes and shapes shown and to obtain accurate alignment, location, grades, level, and plumb work in finished structures. Provide for openings, offsets, sinkages, keyways, chamfers, blocking, screeds, bulkheads, anchorages and inserts, and other features required in work. Use selected materials to obtain required finishes. Solidly butt joints and provide backup at joints to prevent leakage of cement paste.

C. When using form coating compound, coat contact surfaces of forms before reinforcement is placed. Apply form coating compound in compliance with manufacturer’s recommendations. Rust-stained steel formwork is not acceptable.

D. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces where slope is too steep to place concrete with bottom forms only. Kerf wood inserts for forming keyways, recesses, and the like, for easy removal.

E. Provide temporary openings for clean-outs and inspections where interior area of concrete is inaccessible before and during concrete placement. Securely brace temporary openings and set tightly to forms to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.

F. Chamfer exposed corners and edges as indicated, using wood, metal, PVC, or rubber chamfer strips fabricated to produce uniform smooth lines and tight edge joints.

G. Forms for Slabs: Set edge forms, bulkheads, and intermediate screed strips for slabs to obtain required elevations and contours in finished surfaces.

H. Provisions for Other Trades: Provide openings in concrete formwork to accommodate work of other trades. Determine size and location of openings, recesses, and chases from trades providing such items. Accurately place and securely support items built into forms.

I. Cleaning and Tightening: Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, or other debris just before concrete is placed. Retighten forms and bracing before concrete placement as required to prevent mortar leaks and maintain proper alignment.

J. Form Removal:

1. Formwork not supporting weight of concrete. Formwork for columns, walls, sides of beams and other parts not supporting the weight of concrete may be removed 24 hours after completion of placement of concrete, provided concrete is sufficiently hardened not to be damaged by removal operations and provided curing and protection of work are maintained.
2. Top forms and sloping surfaces. Remove as soon as concrete has attained sufficient strength to prevent sagging. Make necessary repairs, finish as specified, and apply any required treatments as soon as possible and begin specified curing.
3. Formwork supporting weight of concrete. Do not remove forms supporting weight of concrete in beams, slabs and other members until concrete has achieved not less than 85% of its specified 28-day strength. The strength of the concrete at any age shall be determined by the testing of two cylinders made and cured in accordance with ASTM C 39. The strength shall be assumed to be the average of the strength of the two cylinders tested. However, forms shall not be removed if the strength of either of the two cylinders tested is less than 75% of the specified 28-day strength. Alternately, forms supporting weight of concrete may be removed if reshoring is provided to support the full weight of the concrete. Remove forms and install reshores so that concrete is fully supported at all times. Leave reshores in place until concrete has achieved not less than 85% of its specified 28-day strength, determined as specified above.
4. Void forms. Do not remove.

K. Re-use of forms:

1. Clean and repair surfaces of forms to be re-used in work. Split, frayed, delaminated or otherwise damaged form facing material will not be acceptable for exposed surfaces. Apply new form coating compound as specified for new formwork.
2. When forms are extended for successive concrete placement, thoroughly clean surfaces, remove fins and laitance, and tighten forms to close joints. Align and secure joints to avoid offsets. Do not use “patched” forms for exposed concrete surfaces, except as acceptable to Landscape Architect.

## 3.2 PLACING REINFORCEMENT

A. General: Comply with Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars," for details and methods of reinforcement placement and supports and as herein specified.

1. Avoid cutting or puncturing vapor retarder/barrier during reinforcement placement and concreting operations. Repair damages to vapor retarder/barrier before placing concrete.

B. Clean reinforcement of loose rust and mill scale, earth, ice, and other materials that reduce or destroy bond with concrete.

C. Do not bend bars in field except as specifically indicated on the drawings or approved by Landscape Architect/Engineer. If bending is permitted, bend bars cold and in accordance with the requirements of ACI 315.

D. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcing by bolsters, chairs or other devices.

1. Do not secure reinforcement to re-bar driven into ground or on rocks, dirt clods or other debris. Do not "float in" reinforcement.

E. Place reinforcement to obtain minimum coverages as required by ACI 318 for concrete protection. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement operations. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces.

F. Install welded wire fabric in as long lengths as practicable on bar supports to minimize sagging. Lap adjoining pieces at least one full mesh. Offset laps of adjoining widths to prevent continuous laps in either direction.

## 3.3 JOINTS

A. Place construction joints perpendicular to main reinforcement. Continue reinforcement across construction joints except as otherwise indicated. Do not continue reinforcement through sides of strip placements.

B. Use bonding agent on existing concrete surfaces that will be joined with fresh concrete.

C. Horizontal and vertical keyways not less than 1.5 inches deep x 3.5 inches wide shall be provided at all construction joints in walls, grade beams and footings.

D. Expansion Joints in Exterior Slabs-on-Grade: If spacing not indicated, construct exterior expansion joints in paving at 100 foot maximum intervals (at non-climate controlled concrete) and at points of contact between paving, sidewalks, etc and vertical surfaces, such as columns, foundations, reentrant and outside corners, and elsewhere as indicated on drawings.

E. Provide joint fillers and sealant at all expansion joints.

F. Contraction (Control) Joints in Slabs-on-Grade: Construct contraction joints in slabs-on-grade. Use saw cuts 1/8 inch wide by 1/3 slab depth followed by chaser blade w/ 1/8" radius max.

1. If joint spacing not indicated, lay out joints to form square panels. When this is not practical, rectangular panels can be used if the long dimension is no more than 1.25 times the short side. In 4" slabs, the long side should not exceed 10 feet.

## 3.4 INSTALLATION OF EMBEDDED ITEMS

A. Set and build into work anchorage devices and other embedded items required for other work that is attached to or supported by cast-in-place concrete. Use setting drawings, diagrams, instructions, and directions provided by suppliers of items to be attached to embedments.

## 3.5 CONCRETE PLACEMENT

A. Inspection: Before placing concrete, inspect and complete formwork installation, reinforcing steel, and items to be embedded or cast in. Remove debris, dirt clods, etc. from trenches and excavations prior to concrete placement. Notify and coordinate with other trades to permit installation of their work.

B. General: Comply with the most current version of ACI 304, "Guide for Measuring, Mixing, Transporting, and Placing Concrete," and as specified.

C. Deposit concrete continuously or in layers of such thickness that no concrete will be placed on concrete that has hardened sufficiently to cause the formation of seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as specified. Deposit concrete to avoid segregation at its final location.

D. Placing Concrete Slabs: Deposit and consolidate concrete slabs in a continuous operation, within limits of construction joints, until the placing of a panel or section is completed.

1. Consolidate concrete during placing operations so that concrete is thoroughly worked around reinforcement and other embedded items and into corners.

a. Consolidate placed concrete with mechanical vibrating equipment. Use equipment and procedures for consolidating concrete recommended by ACI 301.

2. Bring slab surfaces to correct level with straightedge and strike off. Use bull floats or darbies to smooth surface, free of humps or hollows. Do not disturb slab surfaces prior to beginning finishing operations.

E. Cold Weather Placing. Protect concrete work from physical damage or reduced strength which could be caused by frost, freezing actions or low temperatures in compliance with the most current version of ACI 306 “Cold Weather Concreting” and as specified.

1. When air temperature has fallen to or is expected to fall below 40 degrees Fahrenheit within four hours after the finishing of placement operations, uniformly heat water and aggregates before mixing to obtain a concrete mixture of not less than 50 degrees Fahrenheit, and not more than 80 degrees Fahrenheit at point of placement. Do not bring heated water into direct contact with cementious materials.
2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
3. Do not use calcium chloride, salt and other materials containing anti-freeze agents or chemical accelerators, unless otherwise accepted in mix designs.

F. Hot Weather Placing. When hot weather conditions exist that would impair quality and strength of concrete, place concrete in compliance with the most current version of ACI 305 “Hot Weather Concreting” and as specified.

1. Cool ingredients before mixing to maintain concrete temperature at time of placement below 90 degrees Fahrenheit. Mixing water may be chilled, or chopped ice may be used to control temperature provided water equivalent of ice is calculated to total amount of mixing.
2. Cover reinforcing steel with water-soaked burlap if it becomes too hot, so that steel temperature will not exceed the ambient air temperature immediately before embedment in concrete.
3. Fog spray forms, reinforcing steel, and subgrade just before placing concrete. Keep subgrade moisture uniform without puddles or dry areas.
4. Use water-reducing retarding admixture when required by high temperatures, low humidity, or other adverse placing conditions, as acceptable to Landscape Architect.

## 3.6 FINISHING FORMED SURFACES

A. Smooth-Formed Finish: Provide a smooth-formed finish on formed concrete surfaces exposed to view. This is an as-cast concrete surface obtained with selected form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defective areas. Fins and other projections shall be completely removed and smoothed.

B. Rough Form Finish: For formed concrete surfaces not exposed to view in the finish work or by other construction, unless otherwise indicated. This is the concrete surface having texture imparted by the form facing material used, with tie holes and defective areas repaired and patched and fins and other projections exceeding 1/4” in height rubbed down or chipped off.

## 3.7 MONOLITHIC SLAB FINISHES

A. Float Finish: Apply float finish to all monolithic slab surfaces prior to trowel or non-slip broom finish.

1. After screeding, consolidating, and leveling concrete slabs, do not work surface until ready for floating. Begin floating, using float blades or float shoes only, when surface water has disappeared, when concrete has stiffened sufficiently to permit operation of power-driven floats, or both. Consolidate surface with power-driven floats or by hand-floating if area is small or inaccessible to power units. Check and level surface plane to tolerances required by ASTM E 1155. Cut down high spots and fill low spots. Immediately after leveling, refloat surface to a uniform, smooth, granular texture.
2. Concrete adjacent to all floor drains shall be finished level to drain inlet. Warping of slab is prohibited unless approved in writing by the Landscape Architect.

B. Nonslip Broom Finish: Apply nonslip broom finish to exterior concrete flatwork.

1. Immediately after float finishing, slightly roughen concrete surface by brooming with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with Landscape Architect before application.

## 3.8 CONCRETE CURING AND PROTECTION

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with the most current version of ACI 306.1 for cold-weather protection and with recommendations in the most current version of ACI 305R for hot-weather protection during curing.

B. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces.

C. Cure concrete according to ACI 308-92, by one or a combination of the following methods:

1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:

a. Water.
b. Continuous water-fog spray.
c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch (300-mm) lap over adjacent absorptive covers.

2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches (300 mm), and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.

3. Immediately after the concrete has been finished, the concrete surface shall be sealed with a uniform application, no less than 1 gallon per 200 square feet, of white pigmented membrane cure ASTM designation C309, Type 1-D, Class B.Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing for the remainder of the curing period.

## 3.9 MISCELLANEOUS CONCRETE ITEMS

A. Filling In: Fill in holes and openings left in concrete structures for passage of work by other trades, unless otherwise shown or directed, after work of other trades is in place. Mix, place, and cure concrete as herein specified, to blend with in-place construction. Provide other miscellaneous concrete filling shown or required to complete work

1. Exposed areas to be reviewed by Landscape Architect/Engineer for acceptance.

B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and by steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.

C. Equipment Bases and Foundations: Provide machine and equipment bases and foundations as shown on Drawings. Set anchor bolts for machines and equipment at correct elevations, complying with diagrams or templates of manufacturer furnishing machines and equipment.

## 3.10 INSTALLATION OF NON-SHRINK GROUT

A. Preparation for placing.

1. Roughen surface below bearing area with pneumatic tools.
2. Thoroughly clean roughened surface of concrete foundations and soak surface with water for 24 hours prior to grouting. Remove standing water from surfaces before placing grout.

B. Placing.

1. Place and cure non-shrink grout in strict accordance with manufacturer's printed instructions.
2. Grout must be free of bleeding at recommended water content.
3. Temperature of concrete foundations and baseplates at time of placing grout shall be within limits recommended by grout manufacturer.

## 3.11 INSTALLATION OF EPOXY GROUT

A. Verify field conditions before beginning installation of epoxy grout. Do not begin work until all unsatisfactory conditions have been corrected.

B. Prepare surfaces or drill holes to receive epoxy grout as shown on the Drawings or approved by Landscape Architect/Engineer in accordance with the epoxy manufacturer's written instructions.

C. Mix epoxy components in accordance with manufacturer's written directions in clean equipment and containers.

D. Conform to pot life and workability limits set by epoxy manufacturer.

## 3.12 CONCRETE SURFACE REPAIRS

A. Defective Concrete: Repair and patch defective areas (including color and texture irregularities) when approved by Landscape Architect. Remove and replace concrete that cannot be repaired and patched to Landscape Architect's approval.

B. Repair of Unformed Surfaces: Test unformed surfaces, such as monolithic slabs, for smoothness and verify surface plane to tolerances specified for each surface and finish. Correct low and high areas as herein specified. Test unformed surfaces sloped to drain for trueness of slope and smoothness by using a template having required slope.

1. Patch and repair of unacceptable concrete surfaces is the responsibility of the Contractor.
2. Repair finished unformed surfaces that contain defects that affect durability of concrete. Surface defects, as such, include crazing and cracks in excess of 0.01 inch wide or that penetrate to reinforcement or completely through nonreinforced sections regardless of width, spalling, popouts, honeycomb, rock pockets, and other objectionable conditions.
3. Correct high areas in unformed surfaces by grinding after concrete has cured at least 14 days.

    a. This shall include all areas of concrete that have curled due to uneven curing.

4. Repair defective areas, except random cracks and single holes not exceeding 1 inch in diameter, by cutting out and replacing with fresh concrete. Remove defective areas to sound concrete with clean, square cuts and expose reinforcing steel with at least 3/4-inch clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding compound. Mix patching concrete of same materials to provide concrete of same type or class as original concrete. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.
5. Submit product literature of bonding agent to be used and provide sample of repair for review by Landscape Architect/Engineer prior to commencement of repair operation.

## 3.13 QUALITY CONTROL TESTING DURING CONSTRUCTION

A. General: The Contractor shall employ a testing laboratory to perform tests and to submit test reports to the Landscape Architect/Engineer for review.

B. Sampling and testing for quality control during placement of concrete include the following. Additional tests may be required as directed by Landscape Architect/Engineer.

1. Sampling Fresh Concrete: ASTM C 172, except modified for slump to comply with ASTM C 94.

a. Slump: ASTM C 143; one test at point of discharge for each day's pour of each type of concrete exceeding 5 cubic yards plus additional slump tests for each 50 cubic yards more than the first 25 cubic yards of each concrete class placed in any one day. Additional tests when concrete consistency seems to have changed.
b. Air Content: ASTM C 173, volumetric method for lightweight or normal weight concrete; ASTM C 231 pressure method for normal weight concrete; one for each day's pour of each type of air-entrained concrete.
c. Compressive Strength Test Specimen: ASTM C 31; one set of 4 standard cylinders for each compressive-strength test, unless otherwise directed. Mold and store cylinders for laboratory-cured specimens except when field-cured test specimens are required.
d. Compressive-Strength Tests: ASTM C 39; one set for each day’s pour of each type of concrete exceeding 5 cubic yards plus additional sets for each 50 cubic yards more than the first 25 cubic yards of each concrete class placed in any one day; one specimen tested at 7 days, two specimens tested at 28 days, and one specimen retained in reserve for later testing if required. One set of four specimens is required for concrete pours of an amount less than five cubic yards, if the concrete is to be a part of the building structural system (i.e. footings, piers, walls, columns)

2. Strength level of concrete will be considered satisfactory if averages of sets of three consecutive strength test results equal or exceed specified compressive strength, and no individual strength test result falls below specified compressive strength by more than 500 psi.

C. Report test results in writing to Landscape Architect, Structural Engineer, Ready-Mix Producer, and Contractor/Owner within 24 hours after tests. Reports of compressive strength tests shall contain the Project identification name and number, date of concrete placement, name of concrete testing service, concrete type and class, location of concrete batch in structure, design compressive strength at 28 days, concrete mix proportions and materials, compressive breaking strength, and type of break for both 7-day tests and 28-day tests.

D. Additional Tests: Make additional tests of in-place concrete when test results indicate specified strengths and other characteristics have not been attained. Conduct tests by cored cylinders complying with ASTM C 42, or other methods as directed by the Landscape Architect/Engineer.

END OF SECTION 03 30 01

Clark & Enersen Project No.: 380-001-21

# SECTION 12 93 00 - SITE ACCESSORIES

## 1. GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.

### 1.2 SUMMARY

A. Work shall include all labor, materials, and equipment necessary to completely furnish and install the Site Accessories as indicated on the plans and as herein specified.

B. This Section includes the following:

1. Basketball Hoop & Post

### 1.3 SUBMITTALS

A. Product data for each site accessory including options, instructions for installation and maintenance, and, where required, setting drawings and templates.

### 1.4 QUALITY ASSURANCE

A. Inserts and Anchorage: Furnish insets and anchoring devices that must be set in concrete or built into masonry. Coordinate delivery with other work to avoid delay.

B. Installer Qualifications: An entity that employs installers for this Project who are certified by the manufacturer of the playground equipment as an authorized installer.

C. Safety Inspector: The installer shall provide a Certified Playground Safety Inspector (CPSI), certified by the National Recreation and Park Association, to supervise the installation and perform a post-installation safety audit.

### 1.5 PROJECT CONDITIONS

A. Coordinate accessory locations, installation, and sequencing with other work to avoid interference and to assure proper installation, operation, adjustment, cleaning, and servicing of site accessory items.

## 2. PRODUCTS

2.1 PRODUCTS

A. Basketball Hoop & Post

1. Manufacture: Bison Inc.
2. Model: PR74 Package - BA780 Mega-Duty Galv. Steel Pipe and BA42UC 42” x 72” Polycarbonate Backboard and BA32 Outdoor Flex Goal
3. Finish: Manuf. Standard
4. Padding: FBCPP Pole Padding
5. Quantity: Two

## 3. EXECUTION

3.1 INSTALLATION

A. Install site accessories in accordance with manufacturer's instructions, using fasteners appropriate to substrate and recommended by manufacturer of unit. Install units plumb and level, firmly anchored, and at locations as indicated on drawings.

3.2 EXAMINATION /COORDINATION

A. Owner-Furnished Material: Contractor shall coordinate delivery of Owner-purchased playground equipment, inspect for damage upon arrival, and provide secure storage until installation.

B. Manufacturer Instructions: Installation must strictly follow the manufacturer's written instructions and the safety requirements of ASTM F1487.

3.3 ADJUSTING AND CLEANING

A. Adjust site accessories for proper operation and verify that mechanisms function smoothly. Replace damaged or defective items.

B. Clean all exposed surfaces in strict accordance with manufacturer's recommendations after removing temporary labels and protective coatings.

END OF SECTION 12 93 00

# SECTION 31 10 00 - SITE CLEARING

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.

### 1.2 SUMMARY

A. Work shall include all labor, materials, and equipment necessary to completely remove, disconnect and protect the site features as indicated on the plans and as herein specified.

B. This section includes the following:

1. Protecting existing vegetation to remain.
2. Removing existing vegetation.
3. Clearing and grubbing.
4. Stripping and stockpiling topsoil.
5. Removing above- and below-grade site improvements.
6. Disconnecting, capping or sealing, removing site utilities, and abandoning site utilities in place.

C. Related Sections:

1. Division 01 Section "Temporary Facilities and Controls" for temporary utility services, construction and support facilities, security and protection facilities if included.
2. Division 02 Section "Selective Demolition" for demolition of buildings, structures, and site improvements.

### 1.3 MATERIAL OWNERSHIP

A. Except for stripped topsoil and other materials indicated to be stockpiled or otherwise remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

1. Reference drawings for salvage items.

## 1.4 PROJECT CONDITIONS

A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.

B. Improvements on Adjoining Property: Authority for performing site clearing indicated on property adjoining Owner's property will be obtained by Owner before award of Contract.

1. Do not proceed with work on adjoining property until directed by Architect.

C. Salvable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated

D. Utility Locator Service: Notify One Call for area where Project is located before site clearing.

E. Do not commence site clearing operations until temporary erosion- and sedimentation-control measures are in place.

F. The following practices are prohibited within protection zones:

1. Storage of construction materials, debris, or excavated material.
2. Parking vehicles or equipment.
3. Erection of sheds or structures.
4. Impoundment of water.
5. Excavation or other digging unless otherwise indicated.
6. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.

G. Do not direct vehicle or equipment exhaust towards protection zones.

H. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.

I. Soil Stripping, Handling, and Stockpiling: Perform only when the topsoil is dry or slightly moist.

## PART 2 - PRODUCTS

2.1 MATERIALS

A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Earthmoving section.

1. Obtain approved borrow soil material off-site when satisfactory soil material is not available on-site.

## PART 3 - EXECUTION

3.1 PREPARATION

A. Protect and maintain benchmarks and survey control points from disturbance during construction.

B. Locate and clearly identify trees, shrubs, and other vegetation to remain on site

C. Protect existing site improvements to remain from damage during construction.

1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TREE AND PLANT PROTECTION

A. General: Protect trees and plants remaining on-site by temp chain link or snow fence.

B. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by Architect.

1. Repair or replacement of trees scheduled to remain and damaged by construction operations shall be at Contractor's expense. Cost for tree replacement shall be determined in accordance with the Tree Evaluation Methods as described in The Guide for Plant Appraisal, 1992 Edition by the Council of Tree and Landscape Appraiser

3.3 EXISTING UTILITIES

A. Locate, identify, disconnect, and seal or cap utilities indicated to be removed or abandoned in place.

1. Arrange with utility companies to shut off indicated utilities.

B. Locate, identify, and disconnect utilities indicated to be abandoned in place.

1. Do not proceed with utility interruptions without Owner's written permission.

C. Excavate for and remove underground utilities indicated to be removed.

## 3.4 CLEARING AND GRUBBING

A. Remove obstructions, trees, shrubs, and other vegetation to permit installation of new construction.

1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
2. Grind down stumps and remove roots, obstructions, and debris to a depth of 18 inches below exposed subgrade.
3. Use only hand methods for grubbing within protection zones.
4. Chip removed tree branches and stockpile in areas approved by Architect for use on project site.

B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.

## 3.5 TOPSOIL STRIPPING

A. Remove sod and grass before stripping topsoil.

B. Strip topsoil to depth indicated in geotechnical report in a manner to prevent intermingling with underlying subsoil or other waste materials.

C. Stockpile topsoil away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust and erosion by water.

1. Do not stockpile topsoil within protection zones.
2. Dispose of surplus topsoil. Surplus topsoil is that which exceeds quantity to be reused.

## 3.6 SITE IMPROVEMENTS

A. Remove existing above- and below-grade improvements as indicated and necessary to facilitate new construction.

B. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.

1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut along line of existing pavement to remain before removing adjacent existing pavement. Saw-cut faces vertically.

2. Paint cut ends of steel reinforcement in concrete to remain with two coats of antirust coating, following coating manufacturer's written instructions. Keep paint off surfaces that will remain exposed.

## 3.7 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.

END OF SECTION 31 10 00

# SECTION 31 20 00 - EARTH MOVING

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

A. Section Includes:

1. Preparing subgrades for slabs-on-grade, walks, and pavements.
2. Excavating and backfilling for buildings and structures.
3. Drainage course for concrete slabs-on-grade.
4. Subsurface drainage backfill for walls and trenches.
5. Excavating and backfilling trenches for utilities and pits for buried utility structures.
6. Fine Grading and redistribution of topsoil

### 1.3 DEFINITIONS

A. Backfill: Soil material or controlled low-strength material used to fill an excavation.

1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
2. Final Backfill: Backfill placed over initial backfill to fill a trench.

B. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.

C. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.

D. Drainage Course: Aggregate layer supporting the slab-on-grade that also minimizes upward capillary flow of pore water.

E. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.

1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Architect. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.

2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Architect. Unauthorized excavation, as well as remedial work directed by Architect, shall be without additional compensation.

F. Fill: Soil materials used to raise existing grades.

G. Subbase Course: Aggregate layer placed between the subgrade and base course for hot-mix asphalt pavement, or aggregate layer placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.

H. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.

I. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

## 1.4 ACTION SUBMITTALS

A. Product Data: For each type of the following manufactured products required:

1. Controlled low-strength material, including design mixture.
2. Warning tapes.

## 1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified testing agency.

B. Material Test Reports: For each soil material proposed for fill and backfill as follows:

1. Classification according to ASTM D 2487.
2. Laboratory compaction curve according to ASTM D 698.
3. Top Soil Analysis according to ASTM D 442

## 1.6 QUALITY ASSURANCE

A. Geotechnical Testing Agency Qualifications: Qualified according to ASTM E 329 and ASTM D 3740 for testing indicated.

## 1.7 PROJECT CONDITIONS

A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth moving operations.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.

B. Utility Locator Service: Notify utility locator service for area where Project is located before beginning earth moving operations.

C. Do not commence earth moving operations until temporary erosion- and sedimentation-control measures are in place.

D. The following practices are prohibited within protection zones:

1. Storage of construction materials, debris, or excavated material.
2. Parking vehicles or equipment.
3. Foot traffic.
4. Erection of sheds or structures.
5. Impoundment of water.
6. Excavation or other digging unless otherwise indicated.
7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.

E. Do not direct vehicle or equipment exhaust towards protection zones.

F. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.

## PART 2 - PRODUCTS

### 2.1 SOIL MATERIALS

A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.

B. Satisfactory Soils: Soil Classification Groups GW, GP, GM, SW, SP and SM according to ASTM D2487 or a combination of these groups; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.

C. Unsatisfactory Soils: Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D 2487, or a combination of these groups.

1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.

D. Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.

E. Base Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 95 percent passing a 1-1/2-inch sieve and not more than 8 percent passing a No. 200 sieve.

F. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.

G. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.

H. Drainage Course: Narrowly graded mixture of washed crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch sieve and 0 to 5 percent passing a No. 8 sieve.

I. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D 448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch sieve and 0 to 5 percent passing a No. 4 sieve.

J. Sand: ASTM C 33; fine aggregate.

K. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

L. Turf Area Topsoil: New topsoil that is fertile, friable, natural loam, dark in color, free of subsoil, clay lumps, brush, weeds, and other debris; and free of roots, stumps, stones larger than 1/2 inch in any dimension; and free of other extraneous or toxic matter harmful to plant growth. Topsoil should be obtained from local sources. It should have an acidity range (pH) of 5.5 - 7.5, and an organic matter content between 2 and 8 percent. Loam topsoil must have 7 to 30 percent clay, 28 to 60 percent silt, and less than 52 percent sand particles. Not more than 10 percent of topsoil weight can be gravel or stones.

M. Planting Bed Topsoil: New topsoil that is fertile, friable, natural loam, dark in color, free of subsoil, clay lumps, brush, weeds, and other debris; and free of roots, stumps, stones larger than one inch in any dimension; and free of other extraneous or toxic matter harmful to plant growth. Topsoil should be obtained from local sources. It should have an acidity range (pH) of 5.5 - 7.5, and an organic matter content between 2 and 8 percent. Loam topsoil must have 7 to 30 percent clay, 28 to 60 percent silt, and less than 52 percent sand particles. Not more than 10 percent of topsoil weight can be gravel or stones.

1. Particle Size: Provide topsoil which conforms with the following categories:

   a. Clay: 0.002 mm and smaller.
   b. Silt: 0.002 to 0.02 mm.
   c. Sand: 0.02 to 0.2 mm.

2. Proposed topsoil material shall be inspected and approved by the Architect.

2.2 ACCESSORIES

A. Detectable Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored as follows:

1. Red: Electric.
2. Yellow: Gas, oil, steam, and dangerous materials.
3. Orange: Telephone and other communications.
4. Blue: Water systems.
5. Green: Sewer systems.

**PART 3 - EXECUTION**

3.1 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth moving operations.

B. Protect and maintain erosion and sedimentation controls during earth moving operations.

C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

3.2 DEWATERING

A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.

B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.

1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

## 3.3 EXCAVATION, GENERAL

A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.

1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.

a. 24 inches outside of concrete forms other than at footings.
b. 12 inches outside of concrete forms at footings.
c. Outside dimensions of concrete walls indicated to be cast against rock without forms or exterior waterproofing treatments.
d. 6 inches beneath bottom of concrete slabs-on-grade.
e. 6 inches beneath pipe in trenches, and the greater of 24 inches wider than pipe or 42 inches wide.

## 3.4 EXCAVATION FOR STRUCTURES

A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.

1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.
2. Excavation for Underground Tanks, Basins, and Mechanical or Electrical Utility Structures: Excavate to elevations and dimensions indicated within a tolerance of plus or minus 1 inch. Do not disturb bottom of excavations intended as bearing surfaces.

B. Excavations at Edges of Tree- and Plant-Protection Zones:

1. Excavate by hand to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.

## 3.5 EXCAVATION FOR WALKS AND PAVEMENTS

A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

## 3.6 EXCAVATION FOR UTILITY TRENCHES

A. Excavate trenches to indicated gradients, lines, depths, and elevations.

1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.

B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit unless otherwise indicated.

1. Clearance: As indicated.

C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.

1. For pipes and conduit less than 6 inches in nominal diameter, hand-excavate trench bottoms and support pipe and conduit on an undisturbed subgrade.
2. For pipes and conduit 6 inches or larger in nominal diameter, shape bottom of trench to support bottom 90 degrees of pipe or conduit circumference. Fill depressions with tamped sand backfill.
3. For flat-bottomed, multiple-duct conduit units, hand-excavate trench bottoms and support conduit on an undisturbed subgrade.
4. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.

D. Trench Bottoms: Excavate trenches 4 inches deeper than bottom of pipe and conduit elevations to allow for bedding course. Hand-excavate deeper for bells of pipe.

1. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.

E. Trenches in Tree- and Plant-Protection Zones:

1. Hand-excavate to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
2. Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities.

## 3.7 SUBGRADE INSPECTION

A. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.

B. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect, without additional compensation.

## 3.8 UNAUTHORIZED EXCAVATION

A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2500 psi, may be used when approved by Architect.

1. Fill unauthorized excavations under other construction, pipe, or conduit as directed by Architect.

## 3.9 STORAGE OF SOIL MATERIALS

A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

## 3.10 BACKFILL

A. Place and compact backfill in excavations promptly, but not before completing the following:

1. Construction below finish grade including, where applicable, subdrainage, dampproofing, waterproofing, and perimeter insulation.
2. Surveying locations of underground utilities for Record Documents.
3. Testing and inspecting underground utilities.
4. Removing concrete formwork.
5. Removing trash and debris.
6. Removing temporary shoring and bracing, and sheeting.
7. Installing permanent or temporary horizontal bracing on horizontally supported walls.

B. Place backfill on subgrades free of mud, frost, snow, or ice.

## 3.11 UTILITY TRENCH BACKFILL

A. Place backfill on subgrades free of mud, frost, snow, or ice.

B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.

C. Trenches under Footings: Backfill trenches excavated under footings and within 18 inches of bottom of footings with satisfactory soil; fill with concrete to elevation of bottom of footings. Concrete is specified in Section 03 30 00 "Cast-in-Place Concrete"

D. Backfill voids with satisfactory soil while removing shoring and bracing.

E. Place and compact initial backfill of subbase material, free of particles larger than 1 inch in any dimension, to a height of 12 inches over the pipe or conduit.

1. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.

F. Place and compact final backfill of satisfactory soil to final subgrade elevation.

G. Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

## 3.12 SOIL FILL

A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.

B. Place and compact fill material in layers to required elevations as follows:

1. Under grass and planted areas, use satisfactory soil material.
2. Under walks and pavements, use satisfactory soil material.
3. Under steps and ramps, use engineered fill.
4. Under footings and foundations, use engineered fill.

C. Place soil fill on subgrades free of mud, frost, snow, or ice.

## 3.13 SOIL MOISTURE CONTROL

A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.

1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

## 3.14 COMPACTION OF SOIL BACKFILLS AND FILLS

A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.

B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.

C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 698:

1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill soil material at 95 percent.
2. Under concrete pavement, scarify and recompact top 9 inches of existing subgrade and each layer of back fill or fill soil material at 98 percent.
3. Under walkways, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 98 percent.
4. Under turf or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 95 percent.
5. For utility trenches, compact each layer of initial and final backfill soil material at 95 percent.

## 3.15 GRADING

A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.

1. Provide a smooth transition between adjacent existing grades and new grades.
2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:

1. Turf or Unpaved Areas: Plus or minus 1 inch.
2. Walks: Plus or minus 1 inch.
3. Pavements: Plus or minus 1/2 inch.

C. Grading inside Building Lines: Finish subgrade to a tolerance of 1/2 inch when tested with a 10-foot straightedge.

## 3.16 SUBSURFACE DRAINAGE

1. Compact each filter material layer to 95 percent of maximum dry unit weight according to ASTM D 698.

B. Drainage Backfill: Place and compact filter material over subsurface drain, in width indicated, to within 12 inches of final subgrade, in compacted layers 6 inches thick. Overlay drainage backfill with one layer of subsurface drainage geotextile, overlapping sides and ends at least 6 inches.

1. Compact each filter material layer to 85 percent of maximum dry unit weight according to ASTM D 698.
2. Place and compact impervious fill over drainage backfill in 6-inch- thick compacted layers to final subgrade.

## 3.17 SUBBASE AND BASE COURSES UNDER PAVEMENTS AND WALKS

A. Place subbase course on subgrades free of mud, frost, snow, or ice.

B. On prepared subgrade, place subbase course under pavements and walks as follows:

1. Install separation geotextile on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends.
2. Place base course material over subbase course under hot-mix asphalt pavement.
3. Shape subbase course to required crown elevations and cross-slope grades.
4. Place subbase course 6 inches or less in compacted thickness in a single layer.
5. Place subbase course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
6. Compact subbase course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 98 percent of maximum dry unit weight according to ASTM D 698.

## 3.18 FINE GRADING / TOP SOIL PLACEMENT

A. Prior to fine grading, loosen subgrade soil to a depth of 6”.

B. Cut and fill all areas to elevations and tolerances specified. Leave graded surface clean, free from rubbish and large clods and reasonably smooth. Topsoil shall only be placed during dry weather and when the existing soils are unfrozen.

C. Remove roots, weeds, rocks over 1”, and any foreign material while spreading.

D. Grade surfaces accurately to elevations indicated on plan to within a tolerance of ½ inch when measured with a 10 foot straightedge and to assure areas drain away from structures and to prevent ponding and pockets. Provide subgrade surfaces free of stones 4 inches in greatest dimension.

1. Provide ½” edge against sidewalks to allow sod to sit flush with pavement edge.

E. After placement, loosen topsoil by cultivation to a minimum depth of 6 inches throughout entire site. Utilize a Blecavator cultivator, or similar equipment to separate rocks from the soil during the cultivation process, and directing the pulverize soil to the top of the soil profile.

F. Maintenance: Protect final graded areas from traffic and erosion. Keep free of trash and debris.

## 3.19 FIELD QUALITY CONTROL

A. Special Inspections: Contractor will engage a qualified special inspector to perform the following special inspections:

1. Determine prior to placement of fill that site has been prepared in compliance with requirements.
2. Determine that fill material and maximum lift thickness comply with requirements.
3. Determine, at the required frequency, that in-place density of compacted fill complies with requirements.

B. Testing Agency: Contractor will engage a qualified geotechnical engineering testing agency to perform tests and inspections.

C. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.

D. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Architect.

E. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:

1. Paved and Building Slab Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 2000 sq. ft. or less of paved area or building slab, but in no case fewer than three tests.
2. Foundation Wall Backfill: At each compacted backfill layer, at least one test for every 100 feet or less of wall length, but no fewer than two tests.
3. Trench Backfill: At each compacted initial and final backfill layer, at least one test for every 150 feet or less of trench length, but no fewer than two tests.

F. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.

## 3.20 PROTECTION

A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.

1. Scarify or remove and replace soil material to depth as directed by Architect; reshape and recompact.

C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.

1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

## 3.21 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

B. Transport surplus satisfactory soil to designated storage areas on Owner's property. Stockpile or spread soil as directed by Architect.

1. Remove waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION 31 20 00

# SECTION 31 22 19 – SITE GRADING

## 1. GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.

### 1.2 SUMMARY

A. Work shall include all labor, materials, and equipment necessary to completely furnish and install the fine grading and soil preparation as indicated on the plans and as herein specified.

B. Related Sections: The following Sections contain requirements that relate to this Section:

1. See Section 31 00 00 “Earthwork” for backfilling, subgrade preparation and rough grading.

### 1.3 ACTION SUBMITTALS

A. Topsoil samples. Provide a quart bag sample and lab analysis for comparison to specification for both onsite topsoil and import material.

B. Test Reports

### 1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified testing agency.

B. Material Test Reports: For each soil material proposed for fill and backfill as follows:

1. Classification according to ASTM D 2487.
2. Laboratory compaction curve according to ASTM D 698.

### 1.5 QUALITY ASSURANCE

A. Subcontract site grading work to a single firm specializing in fine grading operations. Firm shall have satisfactory record of performance on completed projects of comparable size and quality.

B. Post-grading Conference: After completion of fine grading and topsoil placement, conduct a conference at Project site with Landscape Architect, UNL campus Landscape Architect, UNL Landscape Services and CM for acceptance of work by the owner.

1.6 JOB CONDITIONS

A. Proceed with and complete fine grading as rapidly as portions of site become available, working within seasonal limitations.

B. Protect existing utilities, paving, plant material, and other facilities from damage caused by fine grading operations.

C. Perform fine grading work only after other work affecting ground surface has been completed.

## 2. PRODUCTS

A. Turf Area Topsoil: New topsoil that is fertile, friable, natural loam, dark in color, free of subsoil, clay lumps, brush, weeds, and other debris; and free of roots, stumps, stones larger than one inch in any dimension; and free of other extraneous or toxic matter harmful to plant growth. Topsoil should be obtained from local sources. It should have an acidity range (pH) of 5.5 – 8.0, and an organic matter content between 3 and 8 percent.

## 3. EXECUTION

3.1 INSPECTION

A. Examine finish surfaces, grades, topsoil quality, and depth. Do not start site grading work until unsatisfactory conditions are corrected and approved by Landscape Architect.

3.2 FINE GRADING / TOP SOIL PLACEMENT

A. Prior to fine grading, loosen subgrade soil to a depth of 6” min.

B. Cut and fill all areas to elevations and tolerances specified. Leave graded surface clean, free from rubbish and large clods and reasonably smooth. Topsoil shall only be placed during dry weather and when the existing soils are unfrozen.

C. Remove roots, weeds, rocks, and any foreign material while spreading.

D. Grade surfaces accurately to elevations indicated on plan to within a tolerance of ½ inch when measured with a 10 foot straightedge and to assure areas drain away from structures and to prevent ponding and pockets. Provide subgrade surfaces free of stones 1 inches in greatest dimension.

1. Provide ½” edge against sidewalks to allow sod to sit flush with pavement edge.
2. Provide 3” edge against sidewalks in planting bed areas for mulch to sit flush with pavement edge.

E. Loosen topsoil by cultivation to a minimum depth of 6 inches throughout entire site. Utilize a Blecavator cultivator, or similar equipment to separate rocks from the soil during the cultivation process, and directing the pulverize soil to the top of the soil profile.

F. Maintenance: Protect final graded areas from traffic and erosion. Keep free of trash and debris.

## 3.3 CLEANUP AND PROTECTION

A. During fine grading operations, keep pavements clean and work area in an orderly condition.

## 3.4 FINAL INSPECTION

A. At completion of fine grading and topsoil placement acceptance of work is required by Landscape Architect prior to proceeding.

END OF SECTION 31 22 19

# SECTION 32 11 16 – PERMEABLE BASE AGGREGATES FOR SYNTHETIC TURF SYSTEMS

## 1. GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.

1. See Section 00 45 50 “Bidder’s Qualifications”.
2. See Section 03 30 00 “Cast-In-Place Concrete” for concrete edge restraints.
3. See Section 31 00 01 “Playing Field Earthwork” for rough grading operations.
4. See Section 33 41 00 “Storm Utility Drainage Piping” for storm drainage system.

### 1.2 SUMMARY

A. Work shall include all labor, materials, and equipment necessary to completely furnish and install the granular base materials under synthetic turf surfacing as indicated on the plans and as herein specified.

### 1.3 QUALITY ASSURANCE

A. The contractor performing all aggregate base work shall have a minimum of 10 years of experience in grading sports fields of a similar size and nature and shall have worked on a minimum of 20 successful sports field projects of a similar size and nature.

1. The contractor shall be a Certified Field Builder (CFB) as recognized by the American Sports Builders Association.

a. Provide statement of qualification to the Architect indicating years of experience, list of similar projects, and references with contact information. The final approval of qualifications shall be at the discretion of the Owner.

B. All aggregate base and finishing stone construction shall be completed by means of a fully automated laser controlled LGP excavation equipment. Not exceptions.

C. After preparing the base aggregate surface, provide certified as-built drawing (25' X 25' grid survey required for certification) for Architects approval. Placement of the synthetic turf shall not commence until the Architect has reviewed and accepted, in writing, the base aggregate grade survey certification.

D. Testing and Inspection Service: Employ at contractor's expense, testing laboratory acceptable to Architect. During aggregate base operations the testing laboratory shall perform testing and inspection services. A visual inspection may be used in lieu of density tests if approved by Architect prior to completion of the work.

1. When work in this section or portions of work are completed, notify the testing laboratory to perform density tests. Do not proceed with additional portions of work until results have been verified.
2. If, during progress of work, test indicated that compacted materials do not meet specified requirements, remove defective work, replace and retest at no cost to the owner
3. Ensure compacted fill are tested before proceeding with placement of aggregate sub-base materials.
4. The following minimum number of compaction and moisture tests, in accordance with appropriate ASTM procedures, shall be made, where directed, in the designated areas:

| DESIGNATED AREA | NUMBER OF TESTS |
|---|---|
| Prepared Aggregate Base | 1 test per 2,000 sq/ft per lift |

1.4 SUBMITTALS

A. Contractor shall provide (3) copies of all testing data, product data any product cut sheets or performance data if applicable.

B. Contractor shall submit a two-pound sample of each type of stone along with a sieve and permeability analysis test to the Owner and Architect for approval prior to the delivery to the site.

C. Sample warranty of all applicable materials and products.

1.5 DELIVERY, STORAGE AND PROTECTION

A. Aggregates shall be delivered to the site in proper trucks as to not segregate product

B. Aggregates shall be delivered to the site with proper moisture content and must be protected for weather events that will wash the fines in the product.

1.6 WARRANTY

A. Contractor shall supply a one-year warranty for all labor and workmanship of the aggregate base and materials required to install all items within the specification and indicated on the drawings. This warranty shall include the following:

1. Sub-base system shall be free from defects in material and workmanship
2. Sub-base system shall drain without ponding at a minimum rate of 15 inches per hour
3. Sub-base system shall remain usable for its intended use for the warranty period.
4. Must respond to warranty work within 7 days

## 2. PRODUCTS

### 2.1 BASE STONE

A. Granular fill for turf field aggregate **Base Course** shall be crushed limestone and shall be type, size and which will prevent capillary action and must conform to the following requirements.

1. 95-100% passing the 1” sieve
2. 85-100% passing the 3/4” sieve
3. 75-85% passing the 1/2” sieve
4. 50-75% passing the 3/8” sieve
5. 10-50% passing the #4 sieve
6. 2-10% passing the #8 sieve
7. 0-10% passing the #10 sieve
8. 0-10% passing the #16 sieve
9. 0-10% passing the #30 sieve
10. 0-10% passing the #40 sieve
11. 0-10% passing the #50 sieve
12. 0-6% passing the #100 sieve
13. Less than 5% passing the #200 sieve

B. Depth of stone as indicated on drawings

### 2.2 TOP FINISHING STONE

A. Granular fill for turf field aggregate **Top Finishing Stone** shall be crushed limestone and shall be type, size and which will prevent capillary action and must conform to the following requirements.

1. 100% passing the 1/2” sieve
2. 85-100% passing the 3/8” sieve
3. 5-60% passing the #4 sieve
4. 5-10% passing the #8 sieve
5. 5-50% passing the #10 sieve
6. 0-5% passing the #16 sieve
7. 0-5% passing the #30 sieve
8. 0-5% passing the #40 sieve
9. 0-5% passing the #50 sieve
10. 0-2% passing the #100 sieve
11. 0-2% passing the #200 sieve

B. Depth of stone as indicated on drawings

### 2.3 GEOTEXTILE FABRIC

A. The subgrade shall be covered in its entirety with a woven geotextile fabric.

B. Manufacturer: Tencate Mirafi or approved equal during bidding period by addendum

1. Type: 500x Woven Geotextile

2.4 TURF NAILER BOARD

A. Nailer shall be a 2x4 treated lumber as indicated on drawings

## 3. EXECUTION

3.1 GENERAL

A. Excavation and grading shall be performed in conformance with the grades and cross-sections indicated on the drawings.

3.2 TURF NAILER

A. After installation of the concrete curbing the contractor shall install the nailer, prior to final placement of the finish stone rock.

B. Nailer shall be anchored with an approved concrete wedge anchor or screw. Anchor shall be installed at each end and every 2'-0"

C. Nailer shall be installed to an approved dimension below grade, as specified by the synthetic turf supplier. Contractor shall verify finish grade of nailer with turf contractor.

D. Any anchors that do not fully drive into concrete shall be removed and new anchors installed adjacent on either side of the previous anchor that failed to install fully.

3.3 SUBSURFACE DRAINAGE PIPING

A. All pipes shall be installed per slopes and grades shown on plans.

3.4 GEOTEXTLE FABRIC

A. The Geotextile fabric shall be laid smooth without wrinkles or folds on the prepared subgrade in the direction of construction traffic. Adjacent Geotextile rolls shall be overlapped. Overlaps shall be in the direction as shown on the plans and in accordance with the manufacturer's requirements.

3.5 PERMEABLE BASE AND TOP STONE

A. Check subgrade for conformity with elevations and sections immediately before placing aggregate base material.

B. Granular base material shall be uniformly moist prior to, and during compaction.

C. Place granular base material in compacted layers not more than 3 in. thick.

D. Spread, shape and compact all granular base material deposited on the subgrade during the same day. Do not drive trucks (empty or full) over prepared subgrade. Back the trucks into the site to unload granular base materials. Each layer of materials shall be uniformly spread and not moved more than 10' from location of import to site.

E. Compact base material to not less than 95% of maximum density: ASTM D698. Provide certification by a licensed engineer that the subgrade meets this density requirement prior to placement of top finishing stone.

F. Top finishing stone for the synthetic turf shall be compacted to 95% of maximum density; ASTM D698. Provide certification by a licensed engineer that the subgrade meets this density requirement prior to placement of top finishing stone

G. Finishing surface shall be proof rolled with a vibrator smooth double drum roller to provide a non-yielding, smooth, flat surface.

1. Check for unstable areas.
2. Check for areas requiring additional compaction.

H. The planarity tolerance for **FINISH** layer shall be plus or minus 1/4" in 10 feet. Both the Architect and the synthetic turf contractor must approve the rock base for both planarity and stability. A survey shall be conducted by the contractor to verify planarity. Density test as well as visual inspection will be used to verify stability of the base. Provide test results to the Architect for both density and planarity.

I. After installation of the top stone, the finished aggregate base shall be tested for infiltration rate using a double-ring infiltrometer (ASTM D -3385-94) or tested in a control laboratory.

1. Lab tests shall be performed, by a registered Professional Engineer or certified agronomist, in at least 1 test per 10 tons of rock. The average infiltration rate of all locations shall not be less than 20 inches/hour with no one location having a rate less than 15 inches/hours.
2. The sub-base contractor will be responsible to meet this performance specification, before proceeding with installation of the synthetic turf, and shall bear the cost of the on-site testing and the cost of any additional work if it fails to meet this test.

J. Prior to the beginning of turf installation, the Installer of the synthetic turf shall inspect the aggregate base for tolerance to grade. The installer will accept the sub-base in writing when the sub-base contractor provides test results for compaction and planarity that are in compliance with the synthetic turf manufacturer's specifications. A certified record of the finished field as-built measurements shall be made and submitted to the Architect.

END OF SECTION 32 11 16

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# SECTION 32 13 13 - CONCRETE PAVING

## 1. GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.

### 1.2 SUMMARY

A. Work shall include all labor, materials, and equipment necessary to completely furnish and install the Portland Cement Concrete Paving as indicated on the plans and as herein specified.

B. Related Sections: The following Sections contain requirements that relate to this Section:

1. See Section 03 30 00 “Cast-in-Place Concrete” for additional requirements.
2. See Section 31 00 00 “Earthwork” for backfilling and subgrade preparation.

### 1.3 SUBMITTALS

A. Pavement marking plan indicating lane separations and defined parking spaces. Note dedicated handicapped spaces with international graphics symbol.

## 2. PRODUCTS

### 2.1 CONCRETE MATERIALS

A. Concrete construction materials including reinforcing, concrete and related materials are specified in Section 03 30 00 "Cast-In-Place Concrete."

### 2.2 PROPORTIONING AND DESIGN OF MIXES

A. Design mixes to provide normal weight concrete with the following properties, unless otherwise indicated on drawings and schedules:

B. Prepare design mix such that ratio of course aggregate to fine aggregate is as specified in section 2.3 subparagraph B. Section 03 30 00 "Cast In Place Concrete for 30% Limestone / 70% Sand and Gravel Aggregate.

1. Parking lots, drives and walks shall have a 28 day F'c = 4000 psi.

C. Use air-entraining admixture in all exterior concrete.

2.3 SEALANTS

A. Foam Expansion Joint Filler: Polyethylene closed-cell expansion-joint filler. Provide Sonoflex F by Sonneborn or equal.

B. Joint Sealer: Polyurethane self-leveling sealant, ASTM C 920, Type S, Grade P, Class 25, Use T at all expansion and contraction joints.

C. WR 244-100 Sealant to be applied to all concrete, typ.

## 3. EXECUTION

3.1 SUBBASE PREPARATION

A. For subbase preparation see Section 31 00 00 "Earthwork."

3.2 CONCRETE

A. For concrete placement, finishing, curing, surface repairs, and quality control testing during construction see Section 03 30 00 "Cast-In-Place Concrete."

3.3 JOINTS

A. Use bonding agent on existing concrete surfaces that will be joined with fresh concrete.

B. Expansion Joints: If spacing is not indicated, construct expansion joints at 40 foot maximum intervals and at points of contact between slabs and vertical surfaces such as columns, foundation walls, stoops and elsewhere as indicated.

1. Provide foam expansion joint fillers and sealant or traffic grade hot pour at all expansion joints.

C. Contraction (Control) Joints: Should be cut ¼ of the slab thickness.

1. If joint spacing is not indicated, lay out joints to form square panels. When this is not practical, rectangular panels can be used if the long dimension is no more than 1.25 times the short side. In 4" slabs, the long side should not exceed 10 feet.

a. Spacing: Not to exceed 30 x slab thickness or 10 feet, whichever is less.

## 3.4 FINISH

A. All sidewalk surfaces should have a textured, non-slip broom finish free from trowel marks, except for the edging tool.

END OF SECTION 32 13 13

# SECTION 32 18 13 – SYNTHETIC TURF SYSTEM SURFACING

## 1. GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.

### 1.2 SUMMARY

A. Work shall include all labor, materials, and equipment necessary to completely furnish and install the synthetic turf surfacing system as indicated on the plans and as herein specified.

B. Related Sections: The following Sections contain requirements that relate to this Section:

1. See Section 12 93 00 “Site Accessories” for playground equipment within surfacing area.
2. See Section 31 20 00 “Earthmoving” for backfilling and subgrade preparation.
3. See Section 33 41 00 “Storm Drainage Systems” for connecting drain tile to storm sewer.
4. See Section 33 46 00 “Subdrainage Systems” for drain tile within aggregate base material.

### 1.3 REFERENCES

A. American Society for Testing and Materials (ASTM):

1. ASTM D412 Standard Test Methods for Vulcanized Rubber and Thermoplastic Rubbers and Thermoplastic Elastomers-Tension.
2. ASTM D624 Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers.
3. ASTM D2047 Standard Test Method for Static Coefficient of Friction of Polish-Coated Floor Surfaces as Measured by the James Machine.
4. ASTM D2859 Standard Test Method for Flammability of Finished Textile Floor Covering Materials.
5. ASTM E303 Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester.
6. ASTM F1292 Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment.
7. ASTM F1951 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment.

## 1.4 SYSTEM DESCRIPTION

A. Performance Requirements: Provide a 2 layer (bottom layer rubber-polyurethane/top layer synthetic grass) playground surfacing system that has been designed, manufactured and installed to meet the following criteria:

1. Shock Attenuation (ASTM F1292):

    a. Gmax: Less than 200.
    b. Head Injury Criteria: Less than 1000.

2. Flammability (ASTM D2859): Pass.
3. Tensile Strength (ASTM D412): 60 psi (413 kPa).
4. Tear Resistance (ASTM D624): 140%.
5. Water Permeability: 0.4 gal/yd2/second.
6. Accessibility: Comply with requirements of ASTM F1951

## 1.5 SUBMITTALS

A. General: Submit listed submittals in accordance with Conditions of the Contract and Division 1 Submittal Procedures Section.

B. Product Data:

1. Manufacturer’s product data for top surface and basemat/base course and installation instructions
2. Sieve analysis for grading of aggregate base based on play surface manufacturer’s requirements

C. Verification Samples: Submit manufacturer’s standard verification samples

D. Quality Assurance/Control Submittals: Submit the following:

1. Certificate of qualifications of the playground surfacing installer.

E. Closeout Submittals: Submit the following:

1. Warranty documents specified herein.

## 1.6 QUALITY ASSURANCE

A. Qualifications: Utilize an installer approved and trained by the manufacturer of the playground surfacing system, having experience with other projects of the scope and scale of the work described in this section.

B. Certifications: Certification by manufacturer that installer is an approved applicator of the playground surfacing system.

1.7 DELIVERY, STORAGE & HANDLING

A. General: Comply with Division 1 Product Requirement Section.

B. Delivery: Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.

C. Storage and Protection: Store materials protected from exposure to harmful environmental conditions and at a minimum temperature of 40 degrees F (4 degrees C) and a maximum temperature of 90 degrees F (32 degrees C).

1.8 PROJECT/SITE CONDITIONS

A. Environmental Requirements: Install surfacing system when minimum ambient temperature is 40 degrees F (1 degree C) and maximum ambient temperature is 90 degrees F (32 degrees C). Do not install in steady or heavy rain.

1.9 WARRANTY

A. Project Warranty: Refer to Conditions of the Contract for project warranty provisions.

B. Manufacturer's Warranty: Submit, for Owner's acceptance, manufacturer's standard warranty document executed by authorized company official. Manufacturer's warranty is in addition to, and not a limitation of, other rights Owner may have under contract documents.

## 2. PRODUCTS

2.1 PLAY SURFACING

A. Manufacturer:

1. DuraPlay Inc, Driftwood, Texas 78619
2. Surface America, Cheektowaga, New York 14225
3. Shawgrass, Calhoun, Georgia 30701
4. Or equal, if and as specifically approved by Architect by Addendum during bidding period.

    a. Type: Porous synthetic turf (polyethylene monofilament fiber and textured polypropylene thatch tufted into backing) fully adhered over poured rubber basemat
    b. Color: TBD from manufacturers standard colors.

2.2 SETTING-BED MATERIALS

A. Graded Aggregate for Base: Sound, crushed stone or gravel complying with play surfacing manufacturer's recommendations.

## 3. EXECUTION

### 3.1 MANUFACTURER'S INSTRUCTIONS

A. Comply with the instructions and recommendations of the playground surfacing manufacturer.

### 3.2 EXAMINATION

A. Site Verification of Conditions: Verify that substrate conditions are suitable for installation of the playground surfacing system.

B. Do not proceed with installation until unsuitable conditions are corrected.

### 3.3 PREPARATION

A. Surface Preparation: Using a brush or short nap roller, apply primer to the substrate perimeter and any adjacent vertical barriers such as playground equipment support legs, curbs or slabs that will contact the surfacing system at the rate of 300 ft2/gal (7.5 m2/L).

### 3.4 INSTALLATION

A. Do not proceed with playground surfacing installation until all applicable site work, including substrate preparation, fencing, playground equipment installation and other relevant work, has been completed.

B. Aggregate Bed Course:

1. Compact soil subgrade uniformly to at least 95 percent of ASTM D 1557 laboratory density.
2. Proof-roll prepared subgrade to identify soft pockets and areas of excess yielding. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Architect, and replace with compacted backfill or fill as directed.
3. If indicated by play surfacing manufacturer, place separation geotextile over prepared subgrade, overlapping ends and edges at least 12 inches.
4. Place aggregate base in thickness indicated by play surfacing manufacturer, compact 100 percent of ASTM D 1557 maximum laboratory density, and screed to depth indicated.

C. Basemat/Base Course Installation:

1. Install basemat material per manufacturer's recommendations using manufacturer's recommended tools.
2. If necessary, allow basemat to cure for sufficient time so that indentations are not left in the basemat from applicator foot traffic or equipment.

D. Primer Application: Using a brush or short nap roller, apply primer to the basemat perimeter and any adjacent vertical barriers such as playground equipment support legs, curbs or slabs that will contact the surfacing system at the rate of 300 ft2/gal (7.5 m2/L).

E. Synthetic Turf Surface Installation:

1. Rough cut synthetic grass rolls for installation.
2. Using 15” wide cordura seam tape and 1-part urethane adhesive, seam synthetic grass roles to form monolithic surface. Adhere synthetic grass to basemat around playground perimeter.

3.5 PROTECTION

A. Protect the installed playground surface from damage resulting from subsequent construction activity on site.

END OF SECTION 32 18 16

# SECTION 3 231 13 –CHAIN LINK FENCES AND GATES

## 1. GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

### 1.2 SUMMARY

A. Work shall include all labor, materials, and equipment necessary to completely furnish and install the Chain Link Fences and Gates as indicated on the plans and as herein specified.

B. This Section includes the following:

1. Chain-link Fence
2. Gates: Swing

C. Related Sections: The following Sections contain requirements that relate to this Section:

1. Division 03 30 00 “Cast-in-Place Concrete” for Cast-in-place concrete
2. Division 31 00 00 “Earthwork” for excavation, filling and backfilling

### 1.3 PERFORMANCE REQUIREMENTS

A. Delegated Design: Design chain-link fence and gates, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.

B. Structural Performance: Provide chain-link fences and gates capable of withstanding the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:

1. Minimum Post Size and Maximum Spacing for Wind Velocity Pressure: Determine based on mesh size and pattern specified, and on the following minimum design wind pressures and according to CLFMI WLG 2445:

a. Wind Speed: 90 mph.
b. Fence Height: See Drawings.
c. Line Post Group: IA, ASTM F 1043, Schedule 40 steel pipe.
d. Wind Exposure Category: C

2. Sizes for all fence posts shall be determined solely by the contractor based on information provided above, information listed in this specification and information provided on the drawings. Post sizes listed on the drawings are for information only and shall be confirmed by the contractor. Exact sizes for all posts required to accommodate stipulated conditions shall be incorporated as part of the base bid.

1.4 SUBMITTALS

A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for chain link fence and gates.

1. Fence and gate posts, rails, and fittings
2. Chain-link fabric, reinforcements, and attachments
3. Gates and hardware

B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work. Show accessories, hardware, gate operation, and operational clearances.

C. Samples for Initial Selection: For components with factory-applied color finish.

D. Samples for Verification: Prepared on Samples

E. Delegated-Design Submittal: For chain-link fence and gate framework indicated to comply with performance requirements and design criteria, including analysis data singed and sealed by the qualified professional engineer responsible for their preparation.

F. Product Certificates: For each type of chain-link fence, and gate, from manufacturer.

G. Product Test Reports: For framing strength according to ASTM F 1043

H. Field quality-control reports

I. Operation and Maintenance Data: For the following to include in emergency, operations, and maintenance manuals:

1. Polymer finish
2. Gate hardware
3. Gate operator

J. Warranty: Sample of special warranty.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: An experienced commercial installer who has completed chain-link fences and gates similar in material, design, and extent to those indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.

B. Single-Source Responsibility: Obtain chain link fences and gates, including accessories, fittings, and fastenings, from a single source.

C. Mockups: Build mockups to set quality standards for fabrication and installation

1.6 PROJECT CONDITIONS

A. Field Measurements: Verify layout information for fences and gates shown on the Drawings in relation to the property survey and existing structures. Verify dimensions by field measurements.

1.7 WARRANTY

A. Special Warranty: Manufacturer's standard form in which installer agrees to repair or replace components of chain-link fences and gates that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:

a. Faulty operation of gate operators and controls
b. Deterioration of metals, metal finishes, and other materials beyond normal weathering.

2. Warranty Period: 1 years from date of Substantial completion.

## 2. PRODUCTS

2.1 CHAIN LINK FENCE FABRIC

A. Steel Chain-Link Fence Fabric: Fabricated in one-piece heights measured between top and bottom of outer edge of selvage knuckle or twist. Comply with (CLFMI) Product Manual and with requirements indicated below:

1. Height: As indicated on drawings
2. Selvage: Twisted on Top and Knuckled at bottom of fabric.
3. Steel Wire Fabric: Wire with a diameter as indicated on drawings.

a. Mesh Size: as indicated on drawings

b. Zinc-Coated Fabric: ATTM A 491, Type II with zinc coating applied before or after weaving.

## 2.2 STEEL FENCE FRAMING

A. Fence Posts and Rails: Comply with ASTMF 1043 for framing, including rails, braces, and line; terminal; and corner posts. Provide member with minimum dimensions and wall thickness according to ASTM F 1043.

1. Fence Height: As indicated on drawings
2. Heavy Industrial Strength: Schedule 40 galvanized-steel pipe conforming to ASTM F 1083, according to heavy industrial requirements of ASTM F 669, Group IA, with minimum yield strength of 25,000 psi, not less than 1.8 oz. of zinc per sq. ft. Type A coating inside and outside according to ASTM F 1234, as determined by ASTM A 90

    a. Line Post: As required by Delegated-Design Submittal
    b. End, Corner and Pull Post: As required by Delegated-Design Submittal

3. Horizontal Framework Members: Intermediate, top and bottom rails complying with ASTM F 1043

    a. Top Rail: As required by Delegated-Design Submittal

4. Brace Rails: Comply with ASTM F 1043
5. Metallic Coating for Steel Framing

    a. Zinc-Coated: Galvanized by hot-dip process

## 2.3 SWING GATES

A. Fabricate perimeter frames of gates from same material and finish as fence framework. Assemble gate frames by welding. Provide horizontal and vertical members to ensure proper gate operation and attachment of fabric, hardware, and accessories. Space frame members maximum of 8 feet apart unless otherwise indicated.

1. Fabric: Same as for fence unless otherwise indicated. Secure fabric at vertical edges with tension bars and bands and to top and bottom of frame with tie wires.
2. Bracing: Install diagonal cross-bracing consisting of 5/16-inch-diameter adjustable-length truss rods on gates to ensure frame rigidity without sag or twist.

B. Swing Gates: Comply with ASTM F 900 for gate posts and swing gate types

1. Gate Leaf Width: Gates up to 8 feet wide

    a. Up to 6 Feet High: Fabricate perimeter frames of 1.660-inch minimum OD

b. Over 6 Feet High: As required based on post frequency, post height, mesh weight, and design criteria listed previously

2. Pipe and Tubing:

a. Zinc-Coated Steel: Comply with ASTM F 1043 and ASTM F 1083; protective coating and finish to match fence framing.
b. Gate Posts: Round tubular steel
c. Gate Frames and Bracing: Round tubular steel

3. Gate Hardware: Provide galvanized hardware and accessories for each gate according to the following:

a. Hinges: Size and material to suit gate size, non-lift-off type, offset to permit 180-degree gate opening. Provide hinges as indicated on drawings, or if not indicated, provide 1-1/2 pair of hinges for each leaf over 6-foot nominal height.
b. Latch: Plunger-bar type to permit operation from either side of gate, with padlock eye.

## 2.4 FITTINGS

A. Material: Comply with ASTM F 626 for all items required to complete fence system. Galvanize each ferrous metal item and finish to match framing.

1. Steel and Iron: Unless specified otherwise, hot-dip galvanize pressed steel or cast-iron fence fittings and accessories with at least 1.2 oz. zinc per sq. ft. as determined by ASTM A 90.

B. Post and Line Caps: Formed steel, cast malleable iron, weather tight closure cap for tubular posts. Provide one cap for each post. Where top rail is used, provided tops to permit passage of top rail.

C. Rail and Brace Ends: Pressed steel per ASTM F626, for cup-shaped connection to receive rail and brace ends.

D. Top Rail Sleeves: 7” expansion sleeve with a minimum .137” wire diameter and 1.80” length spring, allowing for expansion and contraction of top rail.

E. Tension (stretcher) Bars: One piece lengths equal to 2” less than full height of fabric with a minimum cros-section of 3/4" wide x 3/16" thick. Provide tension bars where chain link fabric meets terminal posts.

F. Tension Bands: Pressed steel, 14 gage thickness x 1" wide. Minimum 300 degree profile curvature for secure fence post attachment.

G. Tension Wire: zinc coated steel wire per ASTM F1664 Class 2 b, 6 gauge diameter core wire with tensile strength of 75,000 psi.

H. Brace Bands: Pressed steel, 12 gage thickness x 3/4" wide, per ASTM F-626.

I. Truss Rods and tightener: Steel rods with minimum diameter of 3/8". Capable of withstanding a tension of minimum 2,000 lbs. Merchant quality with turnbuckle.

J. Ties Wires, Clips, and Fasteners: According to ASTM F 626.

1. Standard Round Wire Ties: For attaching chian-link fabric to posts, rails, frames, complying with the following.

a. Hot-Dip Galvanized Steel

2.5 CONCRETE

A. Concrete: Provide concrete as indicated in Section 03 30 00 "Cast-In-Place Concrete."

## 3. EXECUTION

3.1 EXAMINATION

A. Examine areas and conditions, with Installer present, for compliance with requirements for site clearing, earthwork, pavement work, and other conditions affecting performance of work.

1. Do not begin installation before final grading is completed unless otherwise permitted by Architect

B. Proceed with installation only after unsatisfactory conditions have been removed.

3.2 PREPARATION

A. Stake location of fence lines, gates, and terminal posts. Do not exceed interval of 500 feet or line of sight between stakes. Indicate locations of utilities, lawn sprinkler system, underground structures, benchmarks and property monuments.

3.3 INSTALLATION, GENERAL

A. Install fence to comply with ASTM F 567

## 3.4 CHAIN-LINK FNECE INSTALLATION

A. Post Excavation: Drill or hand-excavate (using post-hole digger) holes for posts to diameters and spacing's indicated, in firm, undisturbed or compacted soil.

1. If not indicated on Drawings, excavate holes for each post to minimum diameter recommended by fence manufacturer, but not less than four times the largest cross section of post.
2. Unless otherwise indicated, excavate hole depths approximately 3 inches lower than post bottom, with bottom of posts set not less than 36 inches below finish grade surface.

B. Post Setting: Set posts in concrete at indicated spacing into firm, undisturbed soil.

1. Verify that posts are set plumb, aligned, and at correct height and spacing, and hold in position during setting with concrete or mechanical devices.
2. Concrete Fill: Place concrete around posts to dimensions indicated and vibrate or tamp for consolidation. Protect above ground portion of posts from concrete splatter.

C. Terminal Posts: Locate terminal end, corner, and gate posts per ASTM F 567 and terminal pull posts at changes in horizontal or vertical alignment.

D. Line Posts: Space line posts uniformly as indicated on drawings.

E. Post Bracing and Intermediate Rails: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Diagonally brace terminal posts to adjacent line posts with truss rods and turnbuckles. Install braces at end and gate posts and at both sides of corner and pull posts.

1. Locate horizontal braces at mid-height of fabric 72 inches or higher, on fences with top rail and at two-third fabric height on fences without top rail. Install so posts are plumb when diagonal rod is under proper tension.

F. Tension Wire: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Pull wire taut, without sags. Fasten fabric to tension wire hog rings of same material and finish as fabric wire, spaced at a maximum of 24 inches o.c. Install tension wire in location indicated before stretching fabric. Provide horizontal tension wire at the following locations.

1. Extended along top and bottom of fence fabric. Install tension wire through post cap loops. Install bottom tension wire within 3 inches of bottom fabric and tie to each post with not less than same diameter and type of wire.

G. Top Rails: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Run rail continuously through line post caps, bending to radius for curved runs and terminating into rail end attached to posts or post caps fabricated to receive rail at terminal posts. Provide expansion couplings as recommended by fencing manufacturer.

H. Intermediate and Bottom Rails: Install and secure to post with fittings.

I. Fabric: Leave approximately 1 inch between finish grade and bottom selvage unless otherwise indicated. Pull fabric taut and tie to posts, rails, and tension wires. **Install fabric on outside of fence posts, and anchor to framework so that fabric remains under tension after pulling force is released. Attach fabric with wire ties to line posts at 12" on center and to rails, braces, and tension wire at 12" on center.**

J. Tension or Stretcher Bars: Thread through fabric and secure to end, corner, pull, and gate posts with tension bands spaced not more then 15 inches o.c.

K. Tie Wires: Use wire of proper length to firmly secure fabric to line posts and rails. Attach wire at one end to chain link fence fabric, wrap wire around post a minimum of 180 degrees, and attach other end to chain-link fabric per ASTM F 626. Bend ends of wire to minimize hazard to individuals and clothing.

1. Maximum Spacing: Tie fabric to line posts at 12 inches o.c. and braces at 24 inches o.c.

L. Fasteners: Install nuts for tension bands and carriage bolts on the side of the fence opposite the fabric side

## 3.5 GATE INSTALLATION

A. Install gates according to manufacturer's written instructions. Install gates plumb, level, and secure for full opening without interference. Install ground-set items in concrete for anchorage. Adjust hardware for smooth operation and lubricate where necessary. Install gates according to manufacturer's instructions, plumb, level, and secure.

## 3.6 ADJUSTING

A. Gates: Adjust gates to operate smoothly, easily, and quietly, free of binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Conform that latches and locks engage accurately and securely without forcing or binding.

B. Lubricate hardware and other moving parts.

## 3.7 DEMONSTRATION

A. Engage a factory-authorized service representative to train Owner's personnel to adjust, operate, and maintain chain-link fences and gates.

END OF SECTION 32 31 13

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# SECTION 32 92 00 – TURF AND GRASSES

## 1. GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.

### 1.2 SUMMARY OF WORK

A. Work shall include all labor, materials, and equipment necessary to completely furnish and install the Turf and Grasses as indicated on the plans and as herein specified.

B. This section includes the following:

1. Seeding
2. Sodding
3. Meadow grasses and wildflowers
4. Turf renovation

C. Related Sections: The following Sections contain requirements that relate to this Section:

1. Division 31 Section “Erosion and Sediment Control Systems” for erosion control materials
2. Division 31 Section “Site Clearing” for topsoil stripping and stockpiling
3. Division 31 Section “Earthmoving” for excavation, filling and backfilling, and rough grading
4. Division 32 Section “Planting Irrigation” for turf irrigation
5. Division 32 Section “Plant Material” for border edgings
6. Division 33 Section “Subdrainage Systems” for subsurface drainage

### 1.3 SUBMITTALS

A. Product Data: For each type of product indicated.

1. Pesticides and Herbicides: Include product label and manufacturer’s application instruction specific to this project.

B. Certification of Grass Seed: From seed vender for each grass-seed monostand or mixture stating the botanical and common name, percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Included year of production and date of packaging.

1. Certification of each seed mixture for turf grass sod and seed. Include identification of source, name and telephone number of supplier.

**C. Seed Supplier to furnish tags that list job name, mix type and bag weight. Tags are to be attached to each bag by supplier. Bags are to be delivered to site with tags attached. As bags are used, tags shall be removed from each bag and collected by contractor. Contractor to turn over all used tags to Engineer**

D. Qualification Data: For qualified landscape Installer.

E. Material Test Reports: For existing native surface topsoil, existing in-place surface soil and imported or manufactured topsoil.

F. Product Certificates: For fertilizers from manufacturer.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: A qualified landscape Installer whose work has resulted in successful turf establishment.

1. Professional Membership: Installer shall be a member in good standing of either the Professional Landcare Network or the American Nursery and Landscape Association
2. Experience: Five (5) years' experience in turf installation
3. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project Site when work is in progress
4. Pesticide Applicator: State licensed, commercial.

1.5 DELIVERY, STORAGE AND HANDLING

A. Seed and Other Packaged Materials: Deliver packaged materials in original, unopened container showing weight, certified analysis, name and address of manufacturer, and indication of conformance with state and federal laws, as applicable.

B. Seed Supplier to furnish tags that list job name, mix type and bag weight. Tags are to be attached to each bag by supplier. Bags are to be delivered to site with tags attached. As bags are used, tags shall be removed from each bag and collected by contractor. Contractor to turn over all used tags to Engineer

C. Sod: Harvest, deliver, store, and handle sod according to requirements in "Specifications for Turfgrass Sod Materials" and "Specifications for Turfgrass Sod Transplanting and Installation" in TPI's "Guideline Specifications to Turfgrass Sodding." Deliver Sod in time for planting within 24 hours of harvesting. Protect sod from breakage and drying.

D. Bulk Materials:

1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
2. Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge or soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.

3. Accompany each delivery or bulk fertilizer and soil amendments with appropriate certificates.

1.6 PROJECT CONDITIONS

A. Proceed with and complete seeding work as rapidly as portions of site become available, working within seasonal limitations.

B. Protect existing utilities, paving, plant material, and other facilities from damage caused by seeding operations.

C. Perform seeding work only after planting and other work affecting ground surface has been completed.

D. Restrict pedestrian, bicycle, vehicular and other traffic from lawn areas until grass is established. Erect signs and barriers as required.

E. Provide hose and lawn watering equipment as required.

F. Planting Restrictions: Plant during on of the following periods.

1. Cool Season Grass Seeding

   a. Spring Planting: March 15 – April 15
   b. Fall Planting: August 15- September 21 (preferred)
   c. Dormant Planting: November 30- March 1

2. Warm Season Grasses and Wildflower Seeding

   a. Spring Planting: April 15 - June 1 (preferred)
   b. Summer Planting June 15-Aug 15
   c. Dormant Planting: November 30- March 1

3. Cool Season Grass Sodding

   a. Anytime soils are not frozen. Sodding in early spring and early fall are preferred. Sodding in late fall and winter is acceptable as long as irrigation is available throughout the winter to establish and minimize winter desiccation on exposed sites.

4. Weather Limitations: The actual planting shall be performed during those times in this season which are normal for such work as determined by weather conditions, and accepted practice in the locality. No work shall be performed when the ground is frozen, wet or otherwise un-tillable or when even distribution of materials cannot be obtained.

1.7 TURF AND GRASS ESTABLISHMENT

A. The contractor will be responsible for turf and grass establishment as outlined in paragraph 3.

1.8 MAINTENANCE SERVICE

A. The **Owner** will provide full maintenance (mowing, watering and weeding) post acceptance of established turf as defined by paragraph 3.7 Satisfactory Turf.

## 2. PRODUCTS

2.1 SEED

A. Grass Seed: Fresh, clean, dry and new crop complying with AOSA's "Journal of Seed Technology; Rules for Testing Seeds" for purity and germination tolerances. Provide seed mixture composed of grass species, proportions and minimum percentages of purity and germination. Noxious weed seed free.

B. Seed Mixture types: As noted on drawings.

2.2 TURFGRASS SOD

A. Turfgrass Sod: 'Certified' or 'Approved', complying with "Specifications for Turfgrass Sod Materials" in TPI's "Guideline Specifications to Turfgrass Sodding" and as noted below. Furnish viable sod of uniform density, color and texture, strongly rooted, and capable of vigorous growth and development when planted.

1. Certified Turfgrass Sod: Certified turfgrass sod is superior sod grown from certified, high quality seed of known origin or from plantings of certified grass sprigs or stolons. It is inspected by the certification agency of the area to assure satisfactory varietal identity and purity, overall high quality and freedom from noxious weeds or excessive amounts of other crop and weedy plants at time of harvest. It may be of either one variety or composed of a mixture of two or more varieties or species. However, all seed in a mixture must be certified. The turfgrass sod must meet the area's published standards for certification.
2. Approved Turfgrass Sod: Approved turfgrass sod is superior sod, grown from approved seed of known origin or from plantings of approved grass sprigs or stolons. Field standards for approved sod are similar to those of certified sod. It is inspected by the official certification agency of the area to assure overall high quality and freedom from noxious weeds or excessive amounts of other crop and weedy plants at time of harvest. It may be either one variety or composed of a mixture of two or more varieties of species. However, all seed in a mixture must be approved.

B. Sod Mixture types: As noted on drawings.

## 2.3 MEADOW GRASSES AND WILDFLOWERS

A. Wildflower Seed: Fresh, Clean, and dry new seed, of mixed species as indicated on drawings

B. Native Grass Seed: Fresh, Clean, and dry new seed, of mixed species as indicated on drawings

C. Wildflower and Native Grass Seed: Fresh, Clean, and dry new seed, of mixed species as indicated on drawings

D. Seed Carrier: Inert material, sharp clean sand or perlite, mixed with seed at a ratio of not less then two parts seed carrier to one part seed.

E. Seed Mixture types: As noted on drawings.

## 2.4 FERTILIZERS

A. Starter Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:

1. Composition: 15-25 percent nitrogen, 20-25 percent phosphorous, and 5-10 percent potassium, by weight.
2. Application: Apply at rate of 1.0-1.5 lb. $P_2O_2$/1000 sf depending on recommendations of soil reports from a qualified soil-testing laboratory.

B. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:

1. Composition: 20 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight
2. Application: Apply at rated recommended in soil report from a qualified soil-testing laboratory.

## 2.5 MULCHES

A. Hay or Straw Mulch: Provide air-dry, clean, mildew free, noxious weed seed free, native prairie hay, native grass hay, threshed oats, wheat, or rye.

## 2.6 PESTICIDES

A. General: Pesticide, registered and approved by EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.

B. Pre-Emergent Herbicide (Selective and Non-Selective): Effective for controlling the germination or growth of weeds within planted areas at the soil level directly below the mulch layer

C. Post-Emergent Herbicide (Selective and Non-Selective): Effective for controlling weed growth that has already germinated.

2.7 WATER

A. Water: Free of substance harmful to seed growth. Hoses or other methods of transportation furnished by Contractor.

## 3. EXECUTION

3.1 EXAMINATION

A. Examine areas to be planted for compliance with requirements and other conditions affecting performance.

1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
2. Do not mix or place soils and soil amendments in frozen, wet, or muddy conditions.
3. Suspend soil spreading, grading, and tilling operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
4. Uniformly moisten excessively dry soil that is not workable and which is too dusty.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

C. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Architect and replace with new planting soil.

3.2 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities, trees, shrubs, and plantings from damage caused by planting operations.

1. Protect grade stakes set by others until directed to remove them.

B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

## 3.3 TURF AND GRASSES AREA PREPARATION

A. Limit turf and grasses subgrade preparation to areas to be seeded or sodded.

B. Newly Graded Subgrades: Loosen subgrade to a minimum depth of **8 inches**. Remove stones larger than 1-inch in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.

C. Unchanged Subgrades: If turf is to be planted in areas unaltered or undisturbed by excavating, grading, or surface-soil stripping operations, prepare surface soil as follows:

1. Remove existing grass, vegetation, and turf. Do not mix into surface soil.
2. Loosen surface soil to a depth of at least **8 inches**. Apply soil amendments and fertilizers according to planting soil mix proportions and mix thoroughly into top 6 inches of soil.
3. Remove stones larger than 1 inch in any dimension and sticks, roots, trash, and other extraneous matter.
4. Legally dispose of waste material, including grass, vegetation, and turf, off Owner's property.

D. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade to within plus or minus 1/2 inch of finish elevation. Roll and rake, remove ridges, and fill depressions to meet finish grades. Sod areas are to be held down **½" below finished grade** when adjacent to pavement or seeded areas to created flush transition. Limit finish grading to areas that can be planted in the immediate future.

E. Moisten prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

F. Before planting, obtain Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

## 3.4 SEEDING

A. Sow seed with acceptable seeding equipment. Do not broadcast or drop seed when wind velocity exceeds 5 mph. Evenly distribute seed by sowing equal quantities in two directions at right angles to each other.

1. Seed drills, hydraulic seeders, and gravity broadcast seeders may be used as acceptable seeding equipment for planting seed. The contract may indicate the type of seeding equipment to be used on the project.

a. Seed Drills: Seed drills shall be equipped with press wheels or drag chains. The seed delivery system shall space rows no greater than 8 inches apart, shall include a seed box agitation system, and shall be capable of metering seed at the rate specified in the contract. Seed shall not be planted greater than 1/2 inch deep.

b. Hydraulic Seeders: Use hydraulic seeding equipment with a pump rated at no less than 100 gallons (350 L) per minute. The equipment shall have suitable working pressure and a nozzle adapted for hydraulic seeding. The supply and/or storage tanks shall have a means of mechanical agitation. The tanks shall be calibrated, and have a means of measuring the volume used or remaining in the tank. When using a hydraulic seeder, the fertilizer shall be applied separately from the seed.
c. Gravity Broadcast Seeders: In areas inaccessible to field machinery, implement mounted or handheld broadcast seeders may be permitted at the discretion of the Engineer. Gravity broadcast seeders shall provide agitation of the seed, have a functioning adjustable gate opening, and uniformly distribute seed on the seedbed. Implement mounted broadcast seeders shall be equipped with seed hopper baffle plates. Implement mounted broadcast seeders shall be equipped with a shielded front to prevent the spreading of material in front of the spreader.

2. Do not use wet seed or seed that is moldy or otherwise damaged.
3. Do not seed against existing trees. Limit extent of seed to outside edge of planting saucer.

B. Sow seed at a total rate as noted on drawings

C. Sow seed to a soil depth as recommended by supplier.

D. Protect seeded areas with slopes where indicated by drawings or specifications; installed and stapled according to manufacturer's written instructions.

E. Protect seeded areas with erosion-control mats where indicated by drawings or specifications; install and anchor according to manufacturer's written instructions.

F. Protect all other seeded areas not indicated to receive erosion control matting or blankets by spreading straw or hay mulch.

1. Hay shall be either dry cured native prairie hay, native grass hay from seed growing operations, native grass hay from planted warm season grass stands

a. Brome hay is not allowed
b. The mulch shall be certified as "Noxious Weed Free" by the "County Weed Control Authority" or other authorized agents
c. Hay shall be applied at the rate of 2 tons/acre

2. Straw shall be from threshed oats, wheat, or rye. Rye straw shall not be used in any wheat growing area. The straw shall be baled before the seasonal growth of annual weeds.

a. Straw shall be applied at the rate of 2.25 tons/acre

3. Hay or straw in a stage of decomposition so advanced as to "powder" in the mulch blower shall be rejected.

4. The mulch shall be applied loose enough to allow sunlight to penetrate and air to slowly circulate, but thick enough to partially shade the ground, reduce water evaporation, and reduce wind and water erosion.
5. Immediately after applying the mulch, the Contractor shall anchor it to the soil using a mulch crimper with approximately 6-inch cleats or other approved equipment with perpendicular, dull, disc blades.

    a. All mulch shall be crimped the same day it is applied.
    b. The crimper shall be narrow enough or hinged to uniformly crimp the mulch into the sloped and swale areas. More than one crimping may be necessary in these areas if directed by the Engineer.

## 3.5 SODDING

A. Lay sod within 24 hours of harvesting. Do not lay sod if dormant or if ground is frozen or muddy.

B. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod; do not stretch or overlap. Stagger sod strips or pads to offset joints in adjacent courses. Avoid damage to subgrade or sod during installation. Tamp and roll lightly to ensure contact with subgrade, eliminate air pockets, and form a smooth surface. Work sifted soil or fine sand into minor cracks between pieces of sod; remove excess to avoid smothering sod and adjacent grass.

1. Lay sod across angle of slopes exceeding 1:3.
2. Anchor sod on slopes exceeding 1:4 with wood pegs or steel staples spaced as recommended by sod manufacturer but not less than 2 anchors per sod strip to prevent slippage.

C. Saturate sod with fine water spray within two hours of planting. During first week after planting, water daily or more frequently as necessary to maintain moist soil to a minimum depth of 1-1/2 inches below sod.

## 3.6 PESTICIDE APPLICATION

A. Apply pesticides and other chemical products and biological control agents in accordance with requirements of authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with Owner's operations and others in proximity to the Work. Notify Owner before each application is performed.

B. Post-Emergent Herbicides (Selective and Non-Selective): Apply only as necessary to treat already-germinated weeds and in accordance with manufacturer's written recommendations.

## 3.7 TURF ESTABLISHEMENT

A. Establish turf by fertilizing, weeding, watering, replanting, and performing other operations as required to establish healthy, viable turf as defined by **Satisfactory Turf and Grass**. Roll, regrade, and replant bare or eroded areas and remulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.

1. Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace materials and turf damaged or lost in areas of subsidence.
2. In areas where mulch has been disturbed by wind or maintenance operations, add new mulch and anchor as required to prevent displacement.
3. Apply treatments as required to keep turf and soil free of pests and pathogens or disease. Use integrated pest management practices whenever possible to minimize the use of pesticides and reduce hazards.
4. Provide supplemental irrigation as need to germinate and establish turf prior to satisfactory turf acceptance

## 3.8 SATISFACTORY TURF AND GRASS

A. **Turf installation and establishment shall meet the following criteria. Architect / Owner to review for acceptance prior to turnover for Supplemental Maintenance Service.**

1. Satisfactory Seeded Turf: At end of establishment period, a healthy, uniform, close stand of grass has been established, 90 percent weed free, and without surface grade irregularities, with coverage exceeding 90 percent over any 10 sq. ft. and bare spots not exceeding 6 by 6 inches. Minimum of 2” in height.
2. Satisfactory Sodded Turf: At end of establishment period, a healthy, well-rooted, even-colored, viable turf has been established, free of weeds, open joints, bare areas, and surface irregularities.
3. Satisfactory Seeded Warm Season Grass / Wildflowers: A healthy, uniform, stand of grass has been establishes and without surface grade irregularities, with coverage exceeding 60 percent over any 10 sq. ft. and bare spots not exceeding 12 by 12 inches. Minimum of 2” in height.

B. Use specified materials to reestablish turf that does not comply with requirements and continue maintenance until turf is satisfactory.

## 3.9 CLEANUP AND PROTECTION

A. Promptly remove soil and debris created by turf work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.

B. Erect temporary fencing or barricades and warning signs as required to protect newly planted areas from traffic. Maintain fencing and barricades throughout initial maintenance period and remove after plantings are established.

C. Remove nondegradable erosion-control measures after grass establishment period and site has been stabilized.

END OF SECTION 32 92 00

# SECTION 33 41 00 – STORM DRAIN SYSTEMS

## 1. GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

### 1.2 SUMMARY

A. Work shall include all labor, materials, and equipment necessary to completely furnish and install the Storm Drain System as indicated on the plans and as herein specified.

B. This section includes the following:

1. Drainage structures and piping.

C. Related Sections: The following Sections contain requirements that relate to this Section:

1. See Section 03 30 00 “Cast-In-Place Concrete” for additional requirements.
2. See Section 31 20 00 “Earthmoving” for backfilling and subgrade preparation.

### 1.3 QUALITY ASSURANCE

1. See Section 31 20 00 “Earthmoving” for backfilling and subgrade preparation.

B. Materials and methods of construction shall comply with the following standards:

1. American Society for Testing and Materials, (ASTM).
2. American Association of State Highway and Transportation Officials, (AASHTO).
3. American Concrete Pipe Association (ACPA).

C. Excavating, backfilling and compacting operations: Comply with requirements of Section 31 “Earthmoving” and as specified.

D. Obtain Landscape Architect’s/ Engineer’s acceptance of installed and tested site drainage system prior to installing backfill materials.

E. Comply with all State and Local requirements and guidelines.

1.4 SUBMITTALS

A. Product Data:

1. Submit complete materials list of items proposed for the work
2. Submit piping and basin product data.

B. Provide site drainage record drawings:

1. Legibly mark drawings to record actual construction.
2. Indicate horizontal and vertical locations, referenced to permanent surface improvements.
3. Identify field changes of dimension, detail and changes made by Change Order.

1.5 PROJECT CONDITIONS

A. Known underground and surface utility lines are indicated on the drawings.

1. Contractor shall contact “Digger’s Hotline” to verify all utility locations prior to commencing with the work.

B. Protect existing trees, plants, lawns, and other features designated to remain as part of the landscape work.

C. Protect excavations by shoring, bracing, sheeting, underpinning, or other methods, as required to prevent cave-ins or loose dirt from entering excavations. Barricade open excavations and post warning lights at work adjacent to public streets and walks.

D. Underpin adjacent structure(s), including utility service lines, which may be damaged by excavating operations.

E. Promptly repair damage to adjacent facilities caused by site drainage earthwork operations. Cost of repair at Contractor’s expense.

F. Promptly notify the Landscape Architect/ Engineer of unexpected sub-surface conditions.

## 2. PRODUCTS

2.1 MATERIALS

A. Site drainage piping: Provide types and sizes indicated. Provide matching couplings, fittings and accessory components to ensure continuity of the site drainage system.

1. Polyvinyl chloride (PVC) sewer pipe and fittings inside diameter sizes of 4” thru 12”: ASTM D3034-SDR35 with ASTM D3212 flexible elastomeric joint seals. Schedule 40.
2. Corregated PE Drainage Pipe (HDPE) and fittings inside diameter sizes of 4” thru 10”: AASHTO M252, Type S, with smooth waterway for watertight coupling joints.
3. Corregated PE Drainage Pipe (HDPE) and fittings inside diameter sizes of 12” thru 60”: AASHTO M294, Type S, with smooth waterway for watertight coupling joints.

4. Reinforced-Concrete Sewer Pipe and fittings inside diameter sizes of 15” or larger: ASTM C 76, tongue and groove ends and gasketed joints with ASTM C 443, rubber gaskets sealant joints with ASTM C 990 bitumen or butyl-rubber sealant. Class III, Wall B.

B. Drain basins and inlets: Provide type and sizes indicated on drawings

1. Polyvinyl Chloride (PVC) drain basins:

   a. Base, riser and top sections shall be manufactured as an integral part and shall meet the mechanical property requirements for fabricated fittings as described by ASTM standards.
   b. Drain basins shall have thermally molded and bonded integral bell couplings sized to accept HDPE or PVC pipe with gaskets made of polyisoprene meeting the requirements of ASTM F477. Bells shall be designed to allow for a minimum of 1.5 degrees of axial joint misalignment while maintaining joint integrity.
   c. Frames and grates shall be furnished by same manufacturer as drain basins.
   d. Location: As specified on project plans.

2. Cast in place concrete drainage structure inlets: Cast in place concrete drainage structures shall be constructed with reinforced concrete bottom, walls, and top.

   a. Ballast shall be used by increasing the thickness of the concrete sections or by adding concrete to base sections, as required to prevent flotation.
   b. Reinforced concrete grade rings shall be used to adjust final grate/rim elevation. Inside diameter of grade rings shall be 24 inches minimum.
   c. Frames and Grates shall be heavy duty.

3. Frames, grates, and covers: Refer to schedule as indicated on project plans.
4. Mortar:

   a. Mortar for jointing concrete pipe and for laying and parging concrete masonry: 1 part Portland cement and 2 parts sand.

5. Clean natural sand.
6. AASHTO M43 #10 crushed stone or gravel grits.
7. AASHTO M43 #6 (3/8” to ¾”) clean uniformly graded stone or gravel.

C. Concrete: 4,000 psi air entrained concrete with 0.45 maximum water/cement ratio complying with Section 03 30 00 requirements.

1. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 deformed steel.

D. Earth fill: Natural sandy-clay subsoil, soil-rock mixtures, or approved excavated materials, free of foreign matter, organic material and debris.

1. Excavated materials removed in site drainage trenching operation may be used as backfill when acceptable to the Landscape Architect and Geotechnical Engineer. See Section 31 “Earthmoving” for compaction and testing requirements.

E. Soil separator: Rot resistant polypropylene filter fabric, water permeable, and unaffected by freezing and thawing.

## 3. EXECUTION

3.1 PREPARATION

A. Lay out site drainage work and establish extent of excavation by area and elevation. Designate and identify datum elevation and Landscape Architect’s/Engineer’s reference points. Set required lines, levels, and elevations.

B. Do not cover or enclose work of the Section before obtaining required inspections, tests, approvals and location recording.

C. Remove existing paving, including base material, as required to accommodate site drainage work. Saw cut existing paving to provide uniform straight transition at new to existing paving.

3.2 EXISTING UTILITIES

A. Before starting excavation, establish the location and extent of underground utilities in the work area. Exercise care to protect existing utilities during earthwork operations. Perform excavation work near utilities by hand and provide necessary shoring, sheeting, and supports as work progresses.

B. Protect active utility services uncovered by excavation.

3.3 INSTALLATION

A. Perform excavating and backfilling as required to install site drainage work.

B. Provide trench wall support and pumping of surface and ground water as required to provide suitable conditions for performing the work.

C. Excavate trenches to accommodate indicated bedding conditions and material. Trim and shape trench bottoms to proper line and grade, free of irregularities. Remove unstable material and replace with compacted fill.

D. Install site drainage system true to grade and alignment indicated.

1. Provide necessary equipment for lowering pipe safely into trenches. Handle pipe and accessories to prevent damage. Damaged materials replaced at Contractor's expense.
2. Do not place pipe in water, nor when trench or weather is unsuitable for site drainage work.
3. Remove all dirt and foreign material from pipe before installation. Provide bulkheads as required to prevent entrance of dirt of water after installation.
4. Lay and fit pipe sections to provide a smooth, uniform invert, with sealed joints and full bearing in bedding material. Provide continuous fall in flow direction.
5. Excavate bell holes under each bell to ensure uniform bedding for all types of bell and spigot piping.
6. Install piping beginning at low point, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream.
7. Install pipe joint gaskets in accordance with manufacturer's recommendations. Install PVC sewer pipe in accordance with applicable provisions of ASTM D2321 and ASTM F1668. Install HDPE corrugate sewer piping according to ASTM D 2321. Install concrete pipe in accordance with ASTM C1479 and ACPA "Concrete Pipe Field Manual".
8. All storm pipe to have water tight gaskets and fittings.
9. Cut pipe end entering structures flush with inner face of structures.
10. Provide soil separator over granular perforated site drainage piping.
11. Extend site drainage system to outfall indicated and make required connection.
12. Obtain required inspections and perform testing prior to backfilling. Remove obstructions, replace damaged components, and retest as required. Provide a satisfactory free flowing site drainage system.

E. Backfill trenches with an approved backfill material, free from large clods, stones and debris.

1. Backfill trenches in 8" compacted layers until there is a cover of not less than 24" over piping.
2. Backfill evenly on both sides of piping for its full depth. Provide thorough compaction of fill under pipe haunches.
3. Provide granular backfill at all paved areas.
4. Provide concrete encasement where indicated.

F. Mechanically compact backfill in accordance with Section 31 20 00 requirements. Water settling, puddling, and jetting as a compaction method are not acceptable.

G. Fill, compact, and restore to original level and condition all settlement.

H. Replace paving, lawns, and finished surfaces removed to accommodate the site drainage system, except where new surfaces are provided as part of the work.

I. Construct trench drains, catch basins, manholes, inlets, and other drainage structures as indicated.

1. Install drainage structures on a sound cast-in-place or precast segmented concrete base.
2. Lay radial and batter concrete masonry with full mortar joints completely filled with Portland cement mortar. Strike joints flush with surface of concrete masonry.

3. Horizontal joints shall not exceed ½". Vertical joints shall not exceed ¼" on their interior surface.
4. Provide headers where required to adjust frames to grade, breaking joints between courses.
5. Parge inside and outside face of masonry structure walls with ½" mortar.
6. Construct flow channels with concrete, or brick, conforming to the inside diameter of connecting lines. Make changes in grade gradually and make changes in line with true curves.
7. Set frames and covers to required grade and bed in place with mortar.
8. Cold weather protection: Provide all necessary means for heating concrete, masonry materials, and mortar to protect concrete and masonry work during and after installation from damage by frost and freezing.
9. Perform no work when the temperature is below 25 degrees F. (ambient).

3.4 DISPOSAL OF WASTE MATERIALS

A. Stockpile, haul from site, and legally dispose of waste materials, including excess excavated materials, rock, trash and debris.

B. Maintain disposal route clear, clean, and free of debris.

3.5 CLEANING

A. Maintain site drainage piping and structures in a clean workable condition during construction operations.

B. Flush site drainage system with water in sufficient volume to obtain free flow through each line. Remove all silt, trash, and debris just prior to acceptance of work.

C. Upon completion of site drainage work, remove tools and equipment. Provide site clear, clean, free of debris and suitable for site work operations.

END OF SECTION 33 41 00

# SECTION 33 46 00 – SUBDRAINAGE SYSTEMS

## 1. GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

### 1.2 SUMMARY

A. Work shall include all labor, materials, and equipment necessary to completely furnish and install the Subdrainage System as indicated on the plans and as herein specified.

B. This section includes the following:

1. Pipe
2. Fittings and accessories
3. Drainage fill

C. Related Sections: The following Sections contain requirements that relate to this Section:

1. See Section 31 20 00 “Earth Moving” for backfilling and subgrade preparation.
2. See Section 33 41 00 “Storm Utility Drainage Piping” for storm sewer system requirements

### 1.3 QUALITY ASSURANCE

A. Comply with requirements of Section 31 “Earth Moving”.

B. Obtain Landscape Architect’s or Engineer’s acceptance of installed and tested subdrainage system prior to installing drainage fill materials.

### 1.4 SUBMITTALS

A. Submit Manufacturer’s product data for each type of drainage pipe required. Show types and sizes of fittings and accessories proposed for the work.

### 1.5 PROJECT CONDITIONS

A. Coordinate installation of the subdrainage system with excavating and backfilling work performed under Section 31 “Earthmoving”.

## 2. PRODUCTS

### 2.1 MATERIALS

A. Subdrainage piping: Provide types and sizes indicated. Provide matching reducers, adaptors, couplings, fittings, and accessory components to ensure continuity of the subdrainage system.

1. Polyvinyl chloride (PVC) pipe: ASTM D2729 plastic sewer pipe, perforated.
2. Corregated PE Drainage Pipe (HDPE) AASHTO M252, Type S, perforated.
3. Plastic tubing: ASTM F405, corrugated polyethylene drainage tubing, perforated.

B. Drainage fill: AASHTO M43 #6 (3/8" to ¾") clean uniformly graded stone or gravel.

C. Earth fill: Natural sandy-clay subsoil, soil-rock mixtures or approved excavated materials, free of foreign matter, organic material, and debris.

1. Excavated materials removed in earthwork excavation operations may be used as backfill when acceptable to the Landscape Architect and Geotechnical Engineer.

a. See Section 31 "Earth Moving" for compaction and testing requirements.

D. Soil Separator: Rot resistant polypropylene filter fabric, water permeable and unaffected by freezing and thawing.

## 3. EXECUTION

### 3.1 INSPECTION

A. Examine substrates and installation conditions. Do not start subdrainage work until unsatisfactory conditions are corrected.

### 3.2 INSTALLATION

A. Provide a compacted earth base. Hand trim excavations to required elevation. Place and compact earth fill as required to fill low areas and provide a positive drainage flow.

B. Install minimum 4" layer of drainage fill over compacted earth base for bedding drainage pipe.

C. Lay drainage pipe with perforations down, joints closed, and firmly bedded in drainage fill material. Provide full bearing for each pipe section. Provide continuous slope in the direction of flow.

1. Provide collars and couplings for all in-line joints and ell, elbow, or bend sections for all corners and changes in direction.
2. Provide recesses to receive bell and spigot ends.
3. Provide unperforated run out pipe. Extend drainage system to out fall indicated and make connection.

D. Obtain required inspections and perform testing before backfilling. Remove obstructions, replace damaged components, and retest system as required. Provide a satisfactory free flowing subdrainage system.

E. Place drainage fill over drain piping after satisfactory testing and acceptance. Compact drainage fill in layers not exceeding 3” in loose depth. Exercise care to avoid damage or displacement of installed piping.

1. Completely cover drain lines to width of at least 6” on each side of pipe and above top of pipe within 12” of finish grade.
2. Provide soil separator over granular backfill.

F. Install earth fill over compacted drainage fill. Compact earth full in layers not exceeding 6” in loose depth. Extend earth fill to indicated finish grade elevations. Slope earth fill away from building.

## 3.3 CLEANING

A. Upon completion of subdrainage work, remove tools and equipment. Provide site clear, clean, free of debris, and suitable for site work operations.

END OF SECTION 33 46 00

# Heartland Community Schools 2-Year Facilities Plan

## COSTS

| Project | | | | | TOTAL FUNDING | Special Building Fund | Depreciation Fund | General Fund | Other |
|---|---|---|---|---|---|---|---|---|---|
| **Bathrooms Project** | **Summer 2027** | | | | | | | | |
| 1B: Elementary Bathroom #1 (B) | $75,000 | | | | | | | | |
| 1G: Elementary Bathroom #1 (B) | $75,000 | $150,000 | | | | | | | |
| 2B: Elementary Bathroom SLR (B) | $75,000 | | | | | | | | |
| 2G: Elementary Bathroom SLR (G) | $75,000 | $150,000 | | | | | | | |
| 3B: HS Bathroom (B) | $75,000 | | | | | | | | |
| 3G: HS Bathroom (G) | $75,000 | $150,000 | | | | | | | |
| 4B: JH Bathroom (B) | $75,000 | | | | | | | | |
| 4G: JH Bathroom (G) | $75,000 | $150,000 | | | | | | | |
| | | **Project Total** | **$600,000** | $0 | **$600,000** | $300,000 | $300,000 | $0 | $0 |
| **Playground Project** | **Summer 2026** | | | | | | | | |
| Elementary Playground Rennovation | $600,000 | $600,000 | | | | | | | |
| | | **Project Total** | **$600,000** | $0 | **$600,000** | $530,000 | $0 | $0 | $70,000 |
| **Parking Lot Project** | **Summer 2027** | | | | | | | | |
| Parking Lot Expansion | $700,000 | $700,000 | | | | | | | |
| | | **Project Total** | **$700,000** | $0 | **$700,000** | $700,000 | $0 | $0 | $0 |
| **Hallways Project** | **Summer 2026** | | | | | | | | |
| Finish Carpet Replacement HS/JH | $25,000 | | | | | | | | |
| Finish Carpet Replacement Elementary | $20,000 | $45,000 | | | | | | | |
| Finish Ceiling Grid & Tile Replacement HS/JH | $25,000 | $25,000 | | | | | | | |
| | | **Project Total** | **$70,000** | $0 | **$70,000** | $25,000 | $45,000 | $0 | $0 |
| **Track Project** | **Summer 2026** | | | | | | | | |
| Track Resurface | $185,000 | $185,000 | | | | | | | |
| | | **Project Total** | **$185,000** | $0 | **$185,000** | $0 | $185,000 | $0 | $0 |
| **Remaining Windows Project** | **Summer 2026** | | | | | | | | |
| Windows Classroom/Courtyard East | $60,000 | | | | | | | | |
| Windows Classroom/Courtyard West | $90,000 | $150,000 | | | | | | | |
| | | **Project Total** | **$150,000** | $0 | **$150,000** | $75,000 | $75,000 | $0 | $0 |
| **South Gym Locker Masonry Restoration Project** | **TBD** | | | | | | | | |
| Windows Classroom/Courtyard East | $100,000 | $100,000 | | | | | | | |
| | | **Project Total** | **$100,000** | $0 | **$100,000** | $100,000 | $0 | $0 | $0 |
| | | **Cumulative Total** | **$2,405,000** | $0 | **$2,405,000** | **$1,730,000** | **$605,000** | **$0** | **$70,000** |

## FUNDING

| | TOTAL FUNDING | Special Building Fund | Depreciation Fund | General Fund | Other |
|---|---|---|---|---|---|
| **100% Net-Balance** | $2,000,000 | $1,100,000 | - | $70,000 | |
| **Capped Balance** | $1,800,000 | $990,000 | - | $70,000 | |
| $2,405,000 **Funding Requirement** | $1,730,000 | $605,000 | - | $70,000 | |
| **Remaining Capped Balance** | $70,000 | $385,000 | - | $0 | |
| **Remaining 100% Balance** | $270,000 | $495,000 | - | $0 | |

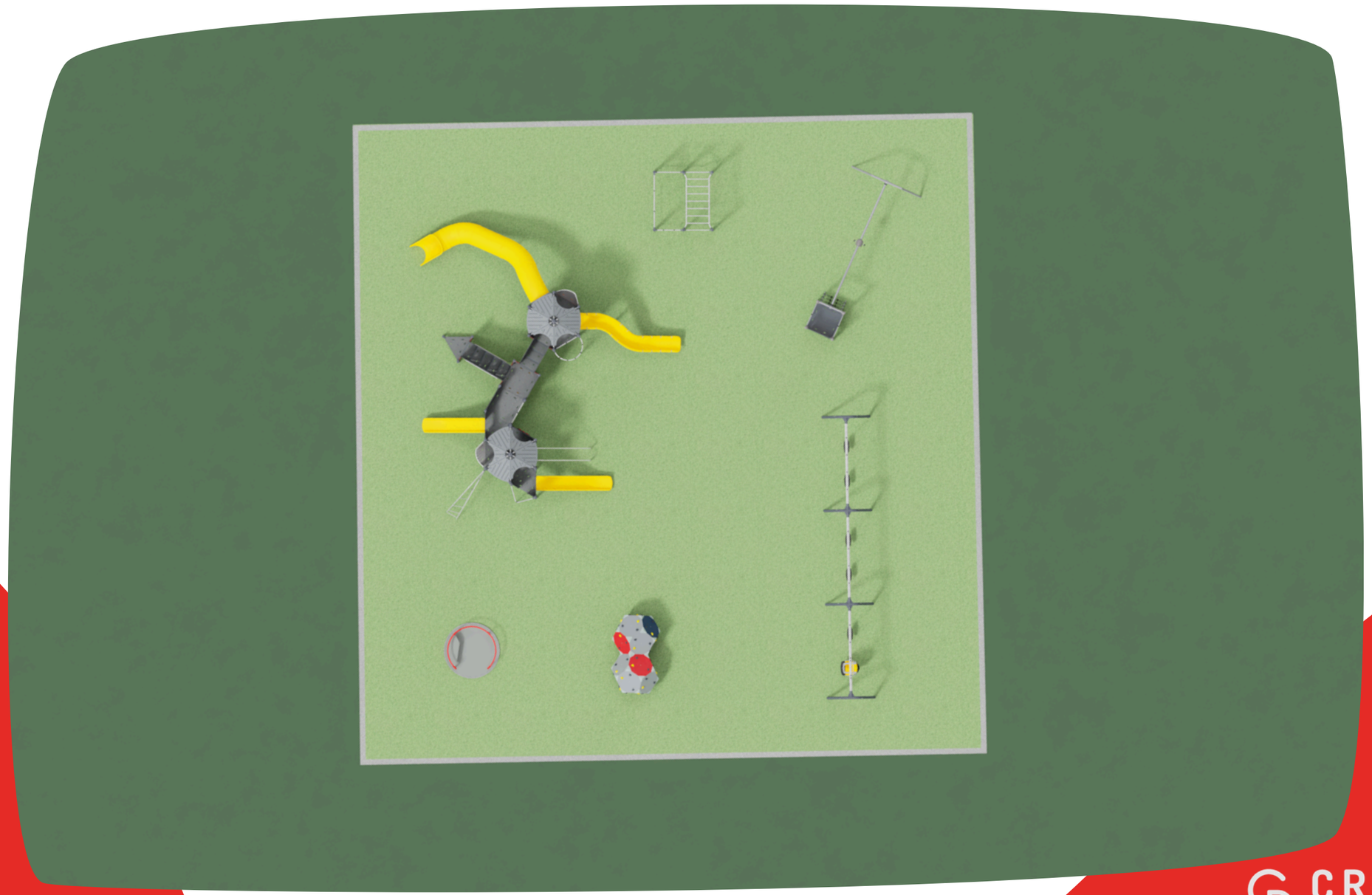
February 2026

# Heartland Community School

April, 2026 Crouch Recreation

CROUCH RECREATION

# Top View



KOMPAN

CROUCH RECREATION

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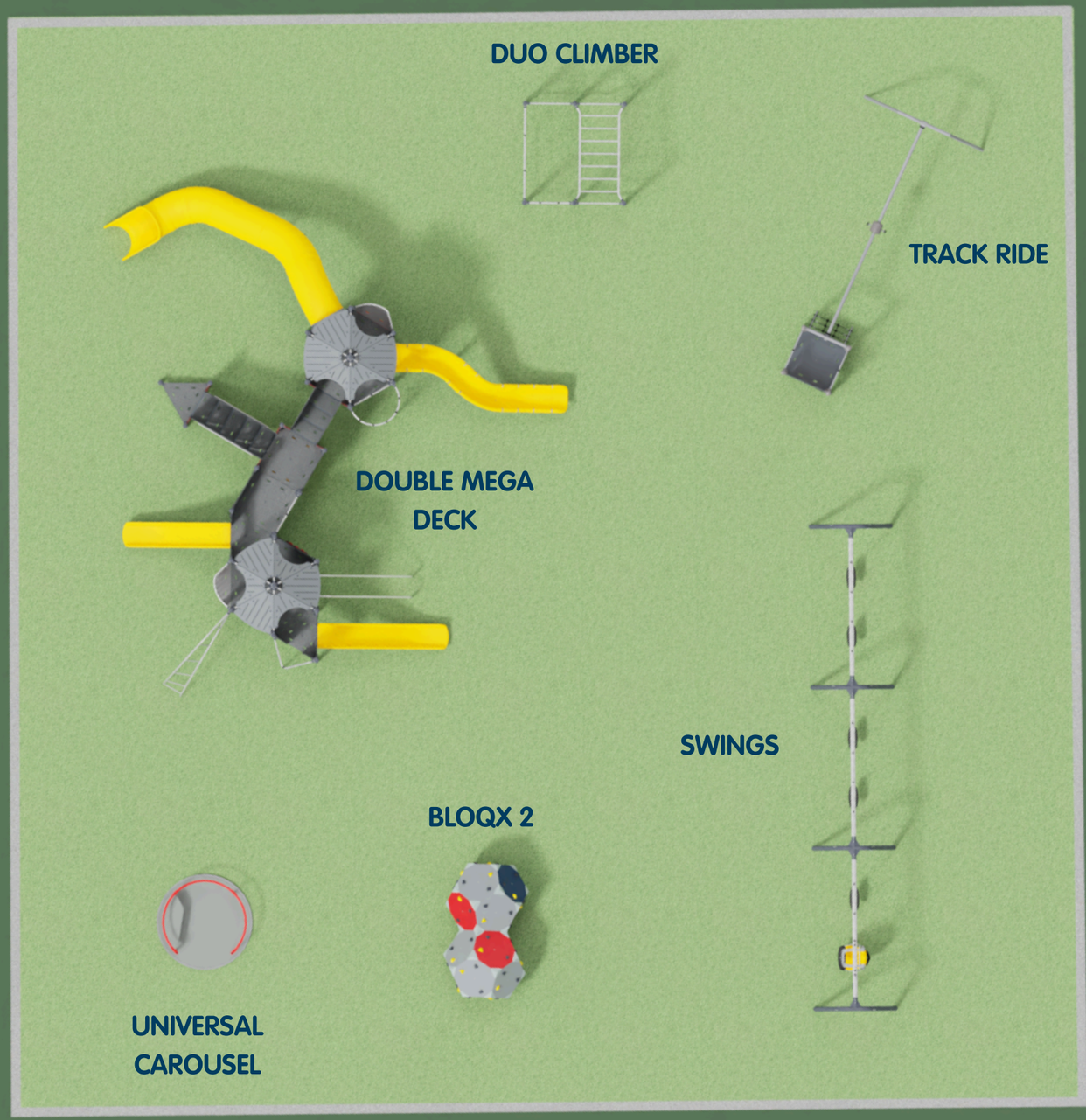
DUO CLIMBER
TRACK RIDE
DOUBLE MEGA
DECK
SWINGS
BLOQX 2
UNIVERSAL
CAROUSEL

# Double Mega Deck

| Item no. PCM310732-0901<br>**General Product Information** | |
|---|---|
| Dimensions LxWxH | 33'2"x35'0"x16'2" |
| Age group | 5 - 12 |
| Play capacity (users) | 41 |
| Color options | n n n |

WOW! The Double Mega Deck offers many levels of play: the curved ladder up to the lower platform from which the child can take the stomach-tickling slide down to the ground or enjoy the sensation of the fireman's pole or bannister bars back to the ground. An alternative route is to venture onto the upper deck through the climbing net, supporting physical strength and cross-body coordination. The roomy top deck is perfect for groups to socialise and invites bravehearts to a stomach- tickling experience down either the curved or long tube slide. Under the platform children can crawl through the tunnel, training cross-body coordination or enjoy a rocking experience in the hammock. The desk and tic-tac-toe panel make a great meeting point where children can develop social-emotional skills while collaborating and taking turns.

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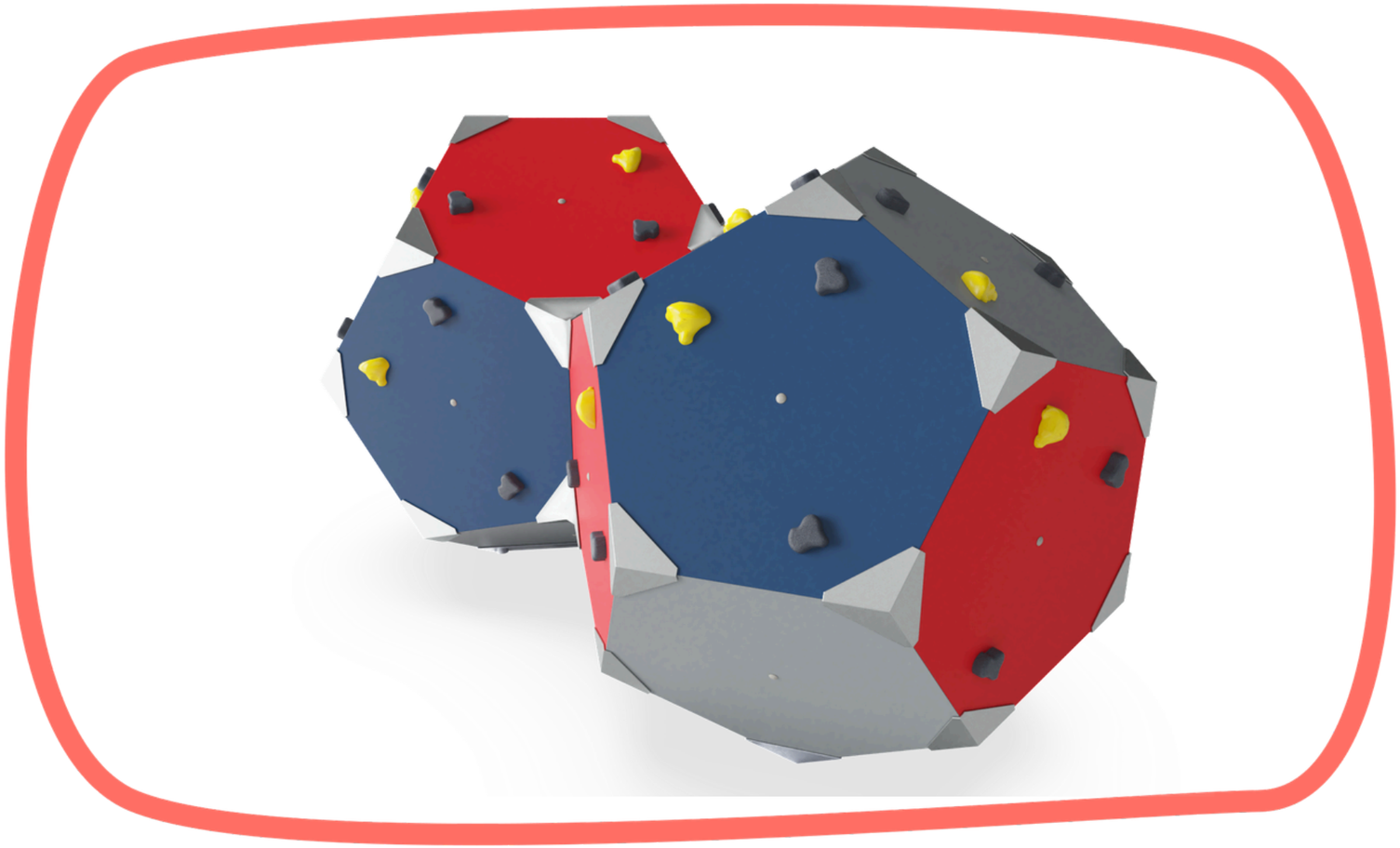
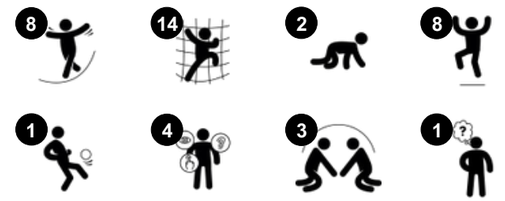
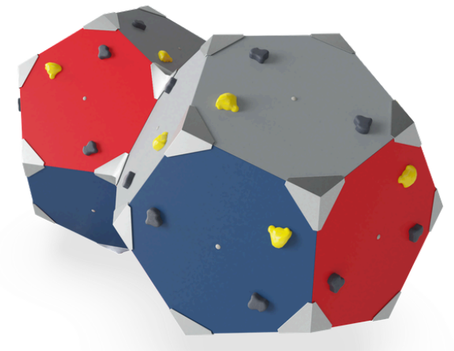
Let's play

# BLOQX 2



| Item no. BLX410201-3717<br>**General Product Information** | |
|---|---|
| Dimensions LxWxH | 9'10"x5'11"x5'7" |
| Age group | 5 - 15 |
| Play capacity (users) | 10 |
| Color options | n n n |



The iconic, geometric shaped blocks motivate climbing in teenagers and older children. With its sculptural look and professional climbing grips, BLOQX™ invites scalable climbing challenges and games to grow with. The ridges and valleys in the design allow room for socializing and exchanges. The possibility for children to climb, crawl and balance at their own speed makes the BLOQX™ a safe stage for children at different climbing levels. The creation of new climbing routes and methods of climbing along with friends or individually makes for hours of thrill and climbing play. The varied grip and panel positions train muscle strength and motor skills such as cross-body coordination, proprioception and spatial awareness. These positively affect concentration. Thinking skills are used when figuring out routes. Social-emotional skills such as consideration are used when helping others.

KOMPAN® Let's play

# Track Ride Tower

| Item no. PCM111531-0905 | |
|---|---|
| **General Product Information** | |
| Dimensions LxWxH | 20'10"x9'5"x7'7" |
| Age group | 5 - 12 |
| Play capacity (users) | 5 |
| Item color | n |

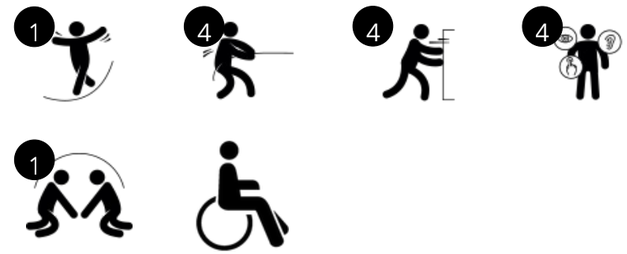
The Track Ride Tower is a great play item that responds to the children's movement and urge for a thrill. This is the recipe for play success and will make children return for play again and again. The track ride glides down from the tower. Trained users will be able to flip their legs up to the top beam at the end and push themselves all the way back to the platform.

This trains muscles, proprioception, and timing, all-important abilities in sports and life. To other users, jumping off at the end will train bone density. The handhold allows them to hang from the glider. The children train their arm, leg, and core muscles. These activities develop their social-emotional skills, training turn-taking, and empathy when helping others to succeed providing thrilling, fun play that trains the school-age child's social and physical life skills.

KOMPAN® Let's play

# Universal Carousel

| Item no. PCM157-0205 | |
|---|---|
| General Product Information | |
| Dimensions LxWxH | 6'10"x6'10"x2'4" |
| Age group | 2 - 12 |
| Play capacity (users) | 8 |
| Color options | n n n |



WOW – this is play for everyone, no matter their abilities. The huge truly inclusive, universal design carousel attracts big groups of children and adults in for a spin. Due to its versatility, it appeals to children and adults again and again. The ground-level design makes the carousel accessible to everyone. The bench provides a comfortably seated spin.

The handholds function from both sides. From the inside they offer good support, while from the outside they get the carousel moving. Spinning on this carousel develops the vestibular system, sense of balance and spatial awareness. The benefits trained through play also include social skills, such as cooperation and empathy, by assisting friends of all abilities

to spin and helping others wanting to join or exit. It is play with a purpose for all.

KOMPAN® Let's play

# Duo Climber

| Item no. PCM81121-0950<br>**General Product Information** | |
|---|---|
| Dimensions LxWxH | 7'6"x11'5"x7'7" |
| Age group | 5 - 12 |
| Play capacity (users) | 12 |
| Color options | n n n n |

The Duo Climber is a playground favorite with school children. They are immediately attracted to the dense, versatile activity hub. Thanks to the varied climbing opportunities with swaying ropes, rope ladders and stable climbing wall with cleats and climb-through-holes, all children have a chance of doing something. The openness in design also invites conversation and social interaction across the Duo Climber. This supports children's socio-emotional development and invites all in. With its combination of activities, the Climbing Structure stimulates children's cross-coordination, strength and bone density. All of these abilities are built for life in childhood. So the more they play, the more they gain.

KOMPAN® Let's play

# Swing Frame, 6 Seat, 8 ft H

| Item no. KSW925-0910 | |
|---|---|
| **General Product Information** | |
| Dimensions LxWxH | 30 '7"x 6'0 "x 8'4" |
| Age group | 2 - 12 |
| Play capacity (users) | - |
| Color options | n n n n n n n n n n n n n |

KOMPAN Portal swings are a modern update on a traditional favorite, constructed from galvanized steel. They are configurable for the unique needs and requirements of every playground site. All Portal swings come standard in 7", 8" or 10" heights with posts made from hot dip galvanized steel. For swing seats, we offer as standard a rubber swing seat, baby seat, or toddler swing seat for individual use, or the duo swing seat, birds nest, or you & me swing seat for multiple users. The seats are available with either hot dip galvanized chains or stainless steel chains with the option of antiwrap suspension. The modular swing system is also available in multibay configurations with 2, 3, 4 or more sections.

KOMPAN Let's play

# Highest Quality Materials

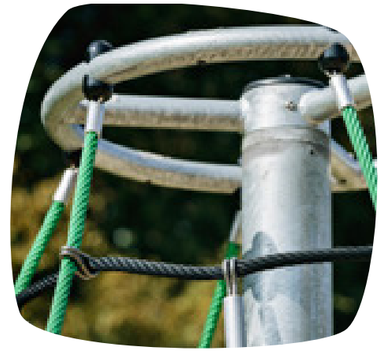
## BuiltToLast

PLAY PANELS The 19mm EcoCore™ panels are a highly durable, eco- friendly material, which is not only recyclable after use, but also consists of a black core produced from 100% recycled post-consumer material from food packaging waste. The new dark teal EcoCore™ panels, used in KOMPAN GreenLine products, are made of 100% recycled post-consumer ocean waste.

DECKS All decks are supported by uniquely designed low- carbon aluminum profiles with multiple attachment options. The gray-colored molded decks are made of 75% post-consumer ocean waste PP material with a non-skid pattern and texture surface.

ROPE Ropes come with galvanized six-stranded steel wires and a steel core, impossible to wear through. Each strand is tightly wrapped with PES yarn, which is melted onto each individual strand, making the ropes highly wear and vandalism-resistant.

POSTS MAIN POSTS are available in four different materials. 1. Impregnated pine wood with in-ground steel footing. 2. Galvanized steel with powder-coated top finish. 3. Color-anodized lead-free aluminum, made from low-carbon aluminum.
4. TexMade™ posts made from 100% post-consumer recycled textile and plastic waste.



GALVANIZED STEEL Our steel surfaces and steel frames consist of a hot-dip galvanized inside and outside with lead-free zinc according to global safety standards for playground equipment. The galvanization has excellent corrosion resistance in outside environments and is maintenance free.

ROBINIA WOOD Robinia wood is a very strong and long-lasting material with very high levels of natural oils. Thus Robinia wood makes durable playgrounds almost maintenance free able to last for many years.

KOMPAN®

# Warranty

## Industry-leadingwarranties

LIFETIME* Warranty • Hot-Dip galvanized parts • Stainless steel parts • EcoCore™ and other high-density

polyethylene (HDPE) parts

15-year warranty • High-pressure laminate (HPL) parts
• Aluminum parts

10-year warranty • TexMade™ posts • Pre-galvanized posts with painted top layer
• Painted surface on galvanized or aluminum metal parts
• Electrogalvanized metal parts
• Molded PP decks • Solid plastic parts • Hollow plastic parts • Transparent Poly • Carbonate (PC) parts • Wood-plastic composite

(WPC) parts
• Robinia, ash, pine, and other wood types • Stainless Steel Slides • Rope and net constructions

5-year warranty • Resin coated plywood parts
• Springs and ball bearing assemblies
• Graphic print on transparent PC panels
• Concrete parts • Galaxy Connection Balls

2-year warranty • Movable plastic & metal parts
• Rubber membranes • Screens and electronic parts
• Sunshades & sail solutions

* KOMPAN's LIFETIME warranty is in effect for the lifetime of the product until the product is uninstalled and/or taken out of use. In addition, KOMPAN's general terms and delivery conditions apply and supplement this warranty.

KOMPAN®

# For a Greener Future

## The biggest impact on our $CO^2$ emissions is raw materials

ForacompanylikeKOMPAN morethan80%ofcarbon emissions comes from the raw materials. Therefore, KOMPAN has chosen to focus heavily on two things that most effectively help lower $CO^2$ emissions: • To keep pushing the development of our own raw

materials to increasingly post-consumer recycled waste instead of using virgin materials. We call it Made Green.

• To use sustainable raw materials that are "naturally green such as robinia wood. We call it Born Green.

**-76%***
$Co^2$ e/kg

**Using EcoCore™ HDPE GreenLine panels in ocean green made from 100% post-consumer ocean recycled waste, instead of using panels from post-industrial waste, reduces carbon emissions by 76% $CO^2$ e/kg**

Using TexMade™ posts made from 100% post- consumer recycled textile and plastic waste instead of using steel posts, reduces carbon emissions by 74% $CO^2$e/kg when comparing 3-foot 3-inch steel post (1/16- inch pipe thickness) to 3-foot 3-inch TexMade™ post.

**-74%***
$Co^2$ e/kg

Using BLOQX™ GreenLine panels made from 75% post-consumer ocean recycled waste, instead of using standard BLOQX™ panels, reduces carbon emissions by 70% $CO^2$ e/kg on the panels.

**-70%***
$Co^2$ e/kg

Using low-carbon aluminum profiles produced with renewable energy sources, instead of using aluminum profiles made with traditional energy sources, reduces carbon emissions by 56% $CO^2$ e/kg.

**-56%***
$Co^2$ e/kg

Using nature's own materials, such as robinia and pine wood from sustainable forestry, where wood is bred for harvesting and both planting and harvesting is carefully controlled, results in sustainable and highly durable playgrounds.

*All figures compare kg $CO^2$ e/kg

KOMPAN®

Thank you!

CROUCH RECREATION

1309 S 204th Street #330
Elkhorn, NE 68022
(402) 496-2669

# QUOTE

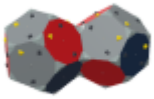
| | | | |
|---|---|---|---|
| Quote Number | 00002571 | Issued Date | 03/16/2026 |
| Quote Name | Heartland Community School Playground 5-12 | Expiration Date | 04/15/2026 |
| Account Name | Heartland Community School<br>1501 Front St.<br>Henderson, NE 68371 | Name | Jeremy Klein<br>jklein@heartlandschools.net<br>402-723-4434 |
| Payment Terms | 50% Down, Remainder Upon Receipt | Sales Rep | Mike Dobbs<br>mike@crouchrec.com<br>+1 4023104733 |
| Contract | Sourcewell | | |

| # | PRODUCT/SERVICE | DESCRIPTION | QTY | UNIT PRICE | CONTRACT PRICE |
|---|---|---|---|---|---|
| 1 | Kompan | PCM157-0201<br>UNIVERSAL CAROUSEL-RED HPL DECK PLATE, IN-GROUND 20CM<br> | 1 | $16,000.00 | $14,128.00 |
| 2 | Kompan | KSW926-CUSTOM (20456055)<br>Custom - Swing Frame , 6 Seat, 8 ft H<br> | 1 | $10,710.00 | $9,456.93 |
| 3 | Kompan | PCM310732- Double Mega Deck CUSTOM (20469908)<br> | 1 | $110,720.00 | $97,765.76 |
| 4 | Kompan | PCM111531-0905<br>Track Ride - Ada, Red In-ground 90cm<br> | 1 | $15,100.00 | $13,333.30 |

CROUCH RECREATION

1309 S 204th Street #330
Elkhorn, NE 68022
(402) 496-2669

# QUOTE

| | | | | | |
|---|---|---|---|---|---|
| 5 | Kompan | PCM81121- Duo Climber CUSTOM (20456093) | 1 | $7,340.00 | $6,481.22 |
| 6 | Kompan | BLOQX 2 CUSTOM (480494)  | 1 | $24,400.00 | $21,545.20 |
| 7 | Kompan | Freight | 1 | $14,999.00 | $14,999.00 |

| | |
|---|---|
| **Subtotal** | $199,269.00 |
| **Discount** | $21,559.59 |
| **Total Price** | $177,709.41 |
| **Tax** | $0.00 |
| **Grand Total** | $177,709.41 |
| **Deposit Amount** | $88,854.71 |

## NOTES

## PROJECT DETAILS

| Bill to Address | Ship to Address | Project Address |
|---|---|---|
| Jeremy Klein<br>jklein@heartlandschools.net<br>402-723-4434<br>1501 Front St.<br>Henderson, NE 68371 | Jeremy Klein<br>jklein@heartlandschools.net<br>402-723-4434<br>1501 Front St.<br>Henderson, NE 68371 | 1501 Front St.<br>Henderson, NE 68371 |

CROUCH RECREATION

1309 S 204th Street #330
Elkhorn, NE 68022
(402) 496-2669

# QUOTE

## CONDITIONS

**Agreement and Acceptance** Upon acceptance, Crouch Recreation will perform the services described in the agreement. Any additional services requested that are not disclosed or specifically written in the agreement will incur additional costs.

**Payment Terms** All invoices for services described are payable per the payment terms listed on the Agreement. Electronic Payment (QuickBooks), Check and Credit Card (3% Fee) are all acceptable payment methods. Deposit is nonrefundable.

**Taxes** The owner is responsible for payment of all applicable federal, state, and local taxes and assessments (including sales, use and similar taxes) levied on the transaction. No tax exemption will be recognized unless a valid exemption certificate is provided at time of acceptance.

**Bonds** Payment bonds, performance bonds, or any other bonding requirements are not included in the quoted price unless expressly stated as a separate line item in the agreement. If bonds are requested after acceptance of the agreement, additional costs and potential schedule impacts may apply.

**Late charge** Any invoice unpaid after the due date will begin to accrue interest after the due date until the invoice is paid at the lesser of one and a half (1.5%) per annum or the highest lawful rate.

**Schedule** The schedule will be determined at the time of acceptance of the agreement.

**Deliveries** Production lead times vary depending on the complexity of the project and current workload. The delivery dates provided are estimates and not guaranteed. The Seller shall not be liable for delays due to factors beyond its control, including but not limited to acts of nature, material shortages, or transportation delays.

**Weather Delays** Weather conditions may impact production, delivery, and/or installation timelines. Crouch Recreation shall not be responsible for delays caused by adverse weather conditions, including but not limited to rain, snow, extreme temperatures, high winds, or other weather related events beyond its control. Any project delays resulting from weather conditions shall not constitute a breach of the agreement, and the project schedule may be adjusted accordingly.

**Installation** The Customer shall provide access to the installation site and ensure it is prepared according to specifications. Crouch Recreation shall not be responsible for unanticipated site conditions, including but not limited to underground utilities, hidden obstacles, or structural deficiencies, unless such conditions were reasonably discoverable through routine inspections. The Customer shall be responsible for identifying and marking the location of any underground private utilities prior to installation. Crouch Recreation shall not be liable for damage to underground private utilities, property or irrigation systems resulting from the installation process.

**Custom Design & Approval** Crouch Recreation will provide the Customer with design proof for approval before production begins. Once approved, changes to the design may result in additional charges and delays in production and installation.

## SIGNATURE

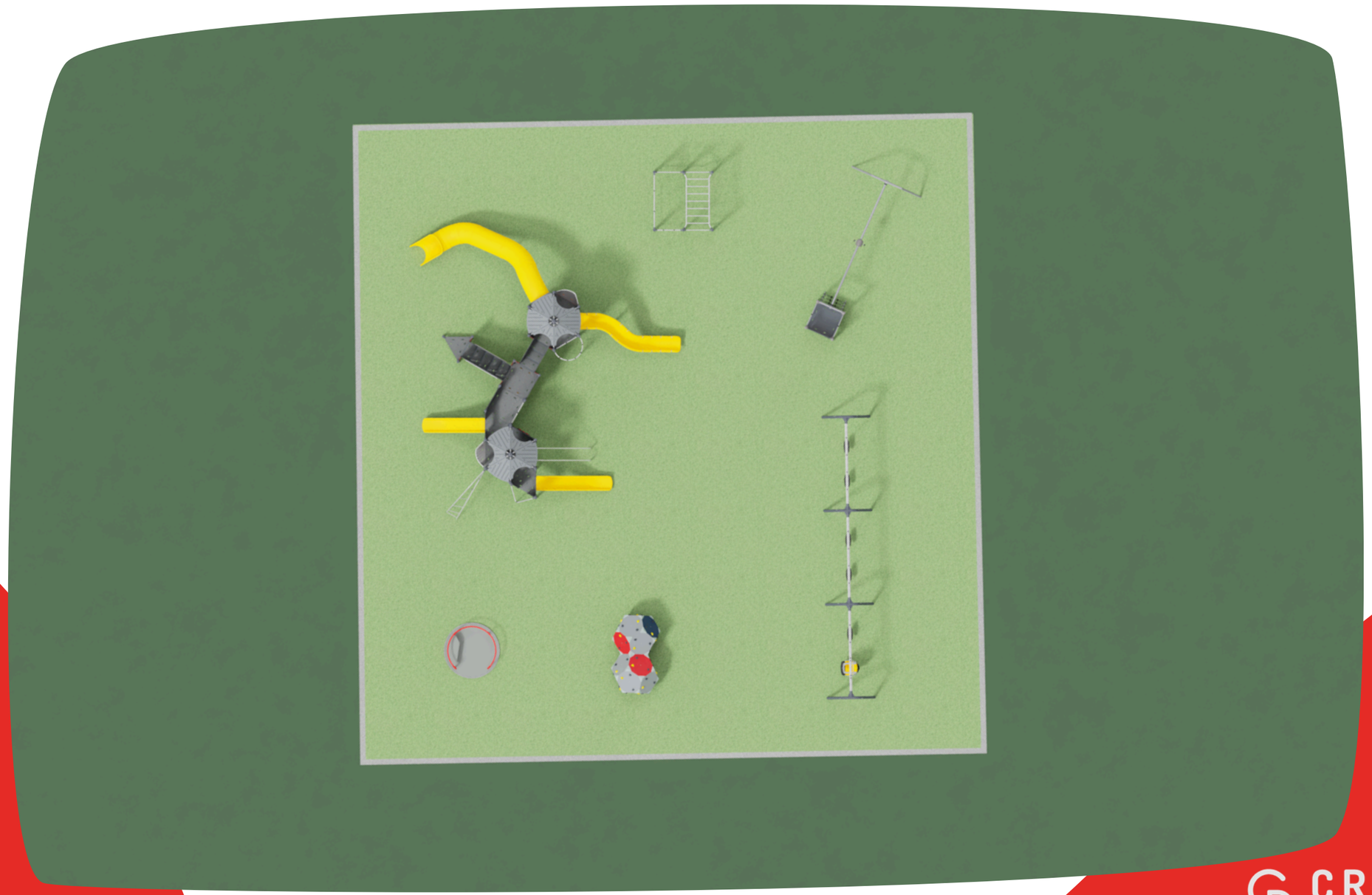
| | | |
|---|---|---|
| | | |
| Signature | Name | Date |

# Heartland Community School

April, 2026 Crouch Recreation

CROUCH RECREATION

# Top View



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CROUCH RECREATION

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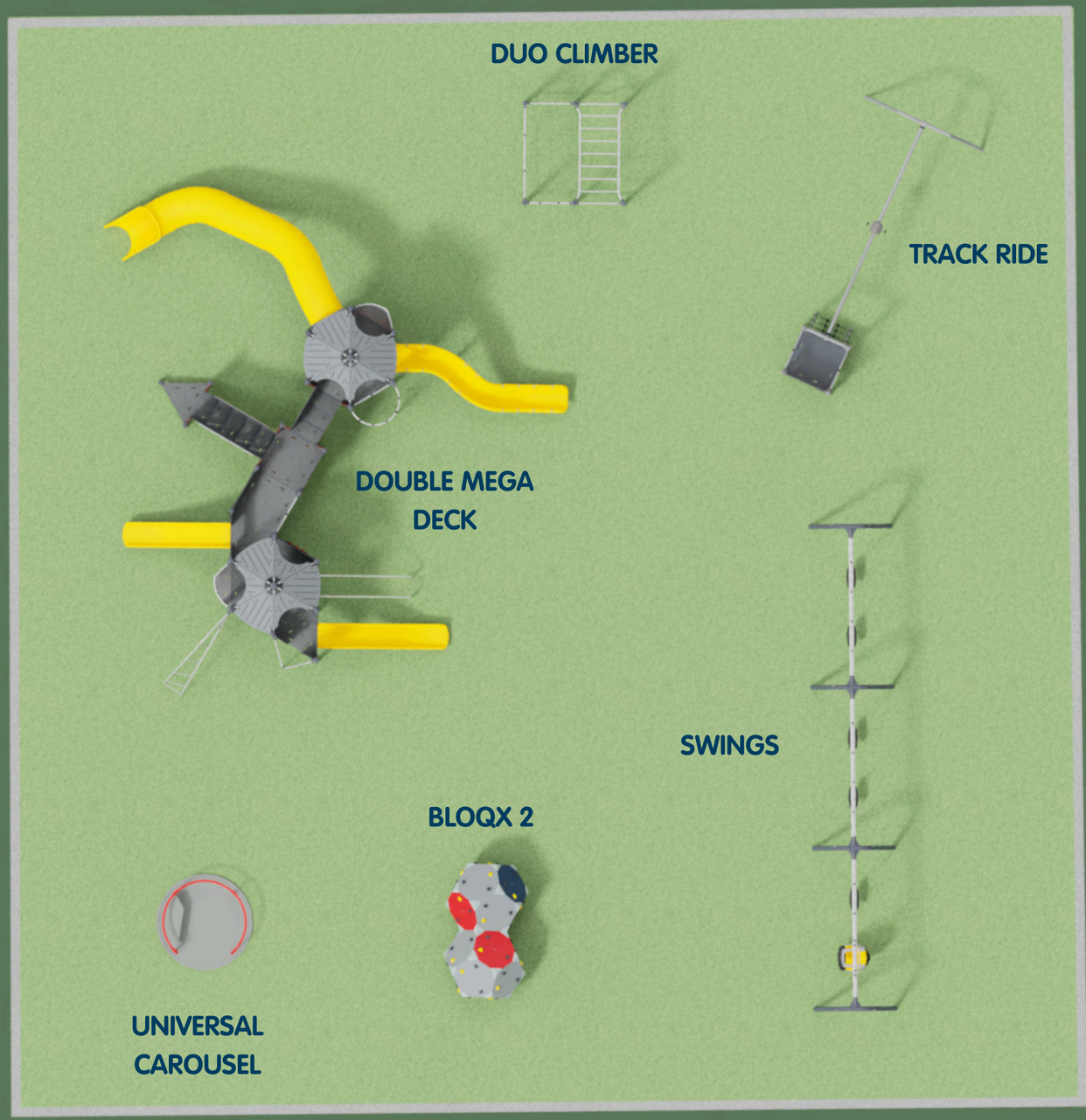
DUO CLIMBER
TRACK RIDE
DOUBLE MEGA
DECK
SWINGS
BLOQX 2
UNIVERSAL
CAROUSEL

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| Color options | n n n |

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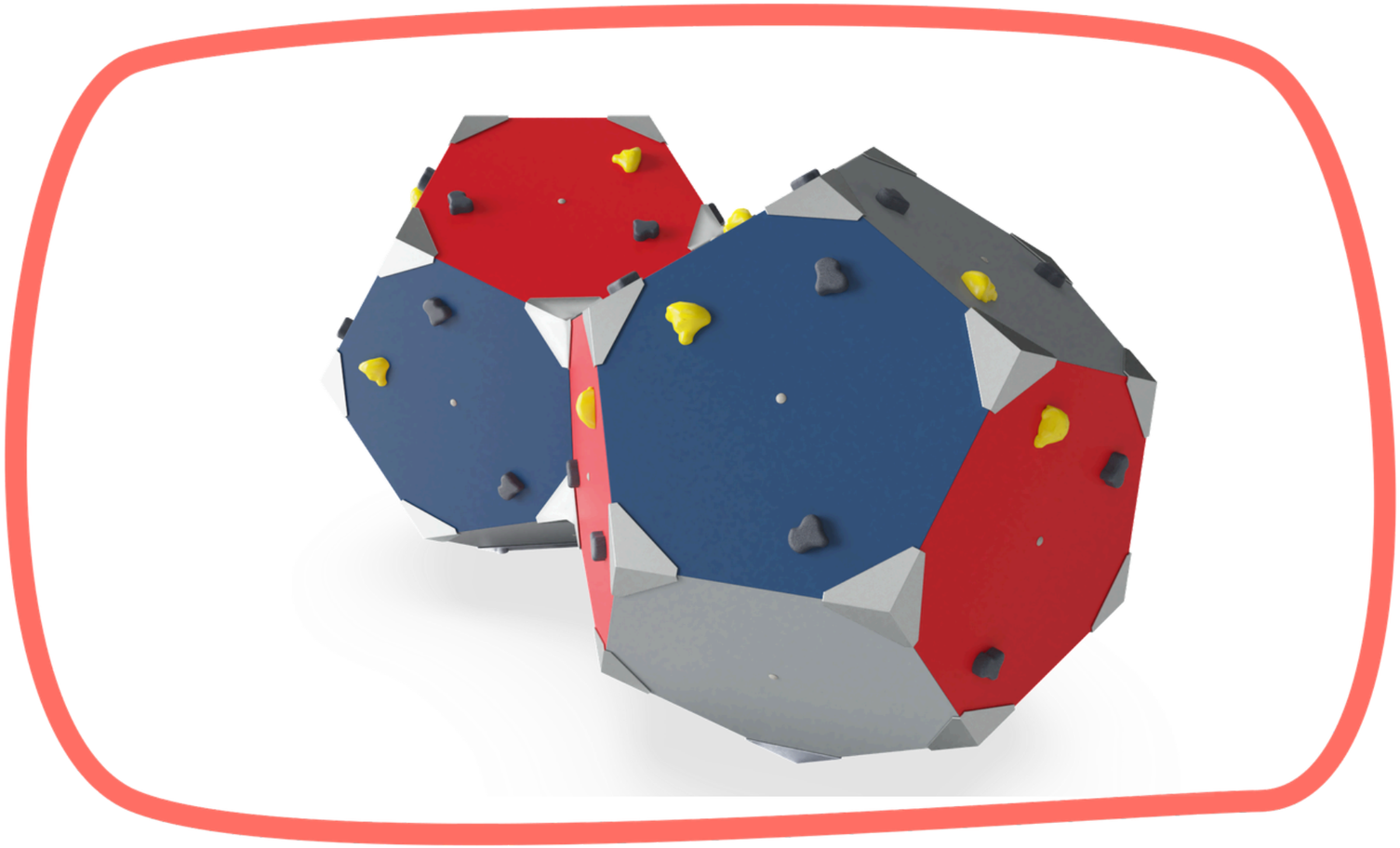
Let's play

# BLOQX 2



| Item no. BLX410201-3717<br>**General Product Information** | |
|---|---|
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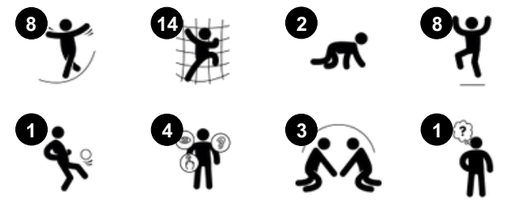
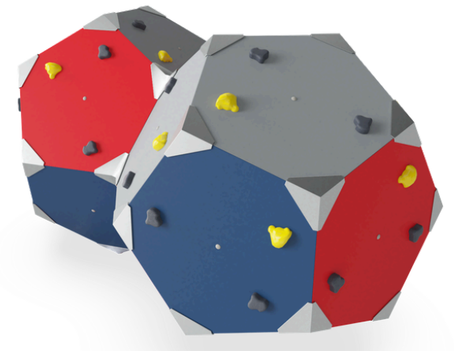
| Age group | 5 - 15 |
| Play capacity (users) | 10 |
| Color options | n n n |



The iconic, geometric shaped blocks motivate climbing in teenagers and older children. With its sculptural look and professional climbing grips, BLOQX™ invites scalable climbing challenges and games to grow with. The ridges and valleys in the design allow room for socializing and exchanges. The possibility for children to climb, crawl and balance at their own speed makes the BLOQX™ a safe stage for children at different climbing levels. The creation of new climbing routes and methods of climbing along with friends or individually makes for hours of thrill and climbing play. The varied grip and panel positions train muscle strength and motor skills such as cross-body coordination, proprioception and spatial awareness. These positively affect concentration. Thinking skills are used when figuring out routes. Social-emotional skills such as consideration are used when helping others.

KOMPAN® Let's play

# Track Ride Tower

| Item no. PCM111531-0905 | |
|---|---|
| **General Product Information** | |
| Dimensions LxWxH | 20'10"x9'5"x7'7" |
| Age group | 5 - 12 |
| Play capacity (users) | 5 |
| Item color | n |

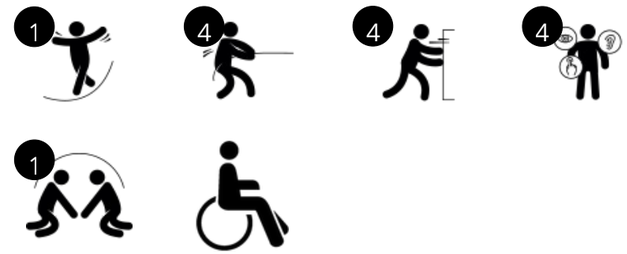
The Track Ride Tower is a great play item that responds to the children's movement and urge for a thrill. This is the recipe for play success and will make children return for play again and again. The track ride glides down from the tower. Trained users will be able to flip their legs up to the top beam at the end and push themselves all the way back to the platform.

This trains muscles, proprioception, and timing, all-important abilities in sports and life. To other users, jumping off at the end will train bone density. The handhold allows them to hang from the glider. The children train their arm, leg, and core muscles. These activities develop their social-emotional skills, training turn-taking, and empathy when helping others to succeed providing thrilling, fun play that trains the school-age child's social and physical life skills.

KOMPAN® Let's play

# Universal Carousel

| Item no. PCM157-0205 | |
|---|---|
| General Product Information | |
| Dimensions LxWxH | 6'10"x6'10"x2'4" |
| Age group | 2 - 12 |
| Play capacity (users) | 8 |
| Color options | n n n |



WOW – this is play for everyone, no matter their abilities. The huge truly inclusive, universal design carousel attracts big groups of children and adults in for a spin. Due to its versatility, it appeals to children and adults again and again. The ground-level design makes the carousel accessible to everyone. The bench provides a comfortably seated spin.

The handholds function from both sides. From the inside they offer good support, while from the outside they get the carousel moving. Spinning on this carousel develops the vestibular system, sense of balance and spatial awareness. The benefits trained through play also include social skills, such as cooperation and empathy, by assisting friends of all abilities

to spin and helping others wanting to join or exit. It is play with a purpose for all.

KOMPAN® Let's play

# Duo Climber

| Item no. PCM81121-0950<br>**General Product Information** | |
|---|---|
| Dimensions LxWxH | 7'6"x11'5"x7'7" |
| Age group | 5 - 12 |
| Play capacity (users) | 12 |
| Color options | n n n n |

The Duo Climber is a playground favorite with school children. They are immediately attracted to the dense, versatile activity hub. Thanks to the varied climbing opportunities with swaying ropes, rope ladders and stable climbing wall with cleats and climb-through-holes, all children have a chance of doing something. The openness in design also invites conversation and social interaction across the Duo Climber. This supports children's socio-emotional development and invites all in. With its combination of activities, the Climbing Structure stimulates children's cross-coordination, strength and bone density. All of these abilities are built for life in childhood. So the more they play, the more they gain.

KOMPAN® Let's play

# Swing Frame, 6 Seat, 8 ft H

| Item no. KSW925-0910 | |
|---|---|
| **General Product Information** | |
| Dimensions LxWxH | 30 '7"x 6'0 "x 8'4" |
| Age group | 2 - 12 |
| Play capacity (users) | - |
| Color options | n n n n n n n n n n n n n |

KOMPAN Portal swings are a modern update on a traditional favorite, constructed from galvanized steel. They are configurable for the unique needs and requirements of every playground site. All Portal swings come standard in 7", 8" or 10" heights with posts made from hot dip galvanized steel. For swing seats, we offer as standard a rubber swing seat, baby seat, or toddler swing seat for individual use, or the duo swing seat, birds nest, or you & me swing seat for multiple users. The seats are available with either hot dip galvanized chains or stainless steel chains with the option of antiwrap suspension. The modular swing system is also available in multibay configurations with 2, 3, 4 or more sections.

KOMPAN Let's play

# Highest Quality Materials

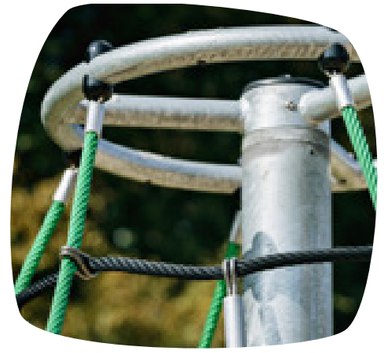
## BuiltToLast

PLAY PANELS The 19mm EcoCore™ panels are a highly durable, eco- friendly material, which is not only recyclable after use, but also consists of a black core produced from 100% recycled post-consumer material from food packaging waste. The new dark teal EcoCore™ panels, used in KOMPAN GreenLine products, are made of 100% recycled post-consumer ocean waste.

DECKS All decks are supported by uniquely designed low- carbon aluminum profiles with multiple attachment options. The gray-colored molded decks are made of 75% post-consumer ocean waste PP material with a non-skid pattern and texture surface.

ROPE Ropes come with galvanized six-stranded steel wires and a steel core, impossible to wear through. Each strand is tightly wrapped with PES yarn, which is melted onto each individual strand, making the ropes highly wear and vandalism-resistant.

POSTS MAIN POSTS are available in four different materials. 1. Impregnated pine wood with in-ground steel footing. 2. Galvanized steel with powder-coated top finish. 3. Color-anodized lead-free aluminum, made from low-carbon aluminum.
4. TexMade™ posts made from 100% post-consumer recycled textile and plastic waste.



GALVANIZED STEEL Our steel surfaces and steel frames consist of a hot-dip galvanized inside and outside with lead-free zinc according to global safety standards for playground equipment. The galvanization has excellent corrosion resistance in outside environments and is maintenance free.

ROBINIA WOOD Robinia wood is a very strong and long-lasting material with very high levels of natural oils. Thus Robinia wood makes durable playgrounds almost maintenance free able to last for many years.

KOMPAN®

# Warranty

## Industry-leadingwarranties

LIFETIME* Warranty • Hot-Dip galvanized parts • Stainless steel parts • EcoCore™ and other high-density

polyethylene (HDPE) parts

15-year warranty • High-pressure laminate (HPL) parts
• Aluminum parts

10-year warranty • TexMade™ posts • Pre-galvanized posts with painted top layer
• Painted surface on galvanized or aluminum metal parts
• Electrogalvanized metal parts
• Molded PP decks • Solid plastic parts • Hollow plastic parts • Transparent Poly • Carbonate (PC) parts • Wood-plastic composite

(WPC) parts
• Robinia, ash, pine, and other wood types • Stainless Steel Slides • Rope and net constructions

5-year warranty • Resin coated plywood parts
• Springs and ball bearing assemblies
• Graphic print on transparent PC panels
• Concrete parts • Galaxy Connection Balls

2-year warranty • Movable plastic & metal parts
• Rubber membranes • Screens and electronic parts
• Sunshades & sail solutions

* KOMPAN's LIFETIME warranty is in effect for the lifetime of the product until the product is uninstalled and/or taken out of use. In addition, KOMPAN's general terms and delivery conditions apply and supplement this warranty.

KOMPAN®

# For a Greener Future

## The biggest impact on our $CO^2$ emissions is raw materials

ForacompanylikeKOMPAN morethan80%ofcarbon emissions comes from the raw materials. Therefore, KOMPAN has chosen to focus heavily on two things that most effectively help lower $CO^2$ emissions: • To keep pushing the development of our own raw

materials to increasingly post-consumer recycled waste instead of using virgin materials. We call it Made Green.

• To use sustainable raw materials that are "naturally green such as robinia wood. We call it Born Green.

**-76%***
$Co^2$ e/kg

**Using EcoCore™ HDPE GreenLine panels in ocean green made from 100% post-consumer ocean recycled waste, instead of using panels from post-industrial waste, reduces carbon emissions by 76% $CO^2$ e/kg**

Using TexMade™ posts made from 100% post- consumer recycled textile and plastic waste instead of using steel posts, reduces carbon emissions by 74% $CO^2$e/kg when comparing 3-foot 3-inch steel post (1/16- inch pipe thickness) to 3-foot 3-inch TexMade™ post.

**-74%***
$Co^2$ e/kg

Using BLOQX™ GreenLine panels made from 75% post-consumer ocean recycled waste, instead of using standard BLOQX™ panels, reduces carbon emissions by 70% $CO^2$ e/kg on the panels.

**-70%***
$Co^2$ e/kg

Using low-carbon aluminum profiles produced with renewable energy sources, instead of using aluminum profiles made with traditional energy sources, reduces carbon emissions by 56% $CO^2$ e/kg.

**-56%***
$Co^2$ e/kg

Using nature's own materials, such as robinia and pine wood from sustainable forestry, where wood is bred for harvesting and both planting and harvesting is carefully controlled, results in sustainable and highly durable playgrounds.

*All figures compare kg $CO^2$ e/kg

KOMPAN®

Thank you!

Rec 4-8-26

# Estimate

THE PAINT & PAPER PALACE
The Paint Paper Palace
P.O. Box 565
Sutton, NE 68979

Date 4/6/2026
Estimate # 040326opt3

Name / Address
Heartland Schools
1501 Front Street
Henderson, NE 68371

P.O. #
Terms

Due Date 6/5/2024
Other

| Description | Qty | Rate | Total |
|---|---|---|---|
| ROOM #107 | | | |
| Bigelow Swipe Right/Brookwood carpet tile 10 bx | 80 | 26.99 | 2,159.20 |
| Enpress adhesive | 0.5 | 140.00 | 70.00 |
| Freight on carpet tile | 80 | 1.50 | 120.00 |
| Tear out & dispose of existing carpet tile | 80 | 2.25 | 180.00 |
| Installation-new carpet tile | 80 | 7.00 | 560.00 |
| ROOM #109 | | | |
| Bigelow Swipe Right/Brookwood carpet tile 10 bx | 80 | 26.99 | 2,159.20 |
| Enpress adhesive | 0.5 | 140.00 | 70.00 |
| Freight on carpet tile | 80 | 1.50 | 120.00 |
| Tear out & dispose of existing carpet tile | 80 | 2.25 | 180.00 |
| Installation-new carpet tile | 80 | 7.00 | 560.00 |
| ROOM #208 | | | |
| Bigelow Swipe Right/Brookwood carpet tile 11 bx | 88 | 26.99 | 2,375.12 |
| Enpress adhesive | 0.5 | 140.00 | 70.00 |
| Freight on carpet tile | 88 | 1.50 | 132.00 |
| Tear out & dispose of existing carpet tile | 88 | 2.25 | 198.00 |
| Installation-new carpet tile | 88 | 7.00 | 616.00 |
| ROOM #4 | | | |
| Bigelow Swipe Right/Brookwood carpet tile 11 bx | 88 | 26.99 | 2,375.12 |

Subtotal
Sales Tax (7.0%)
Total

***THE PAINT & PAPER PALACE***
paint7734215@gmail.com
402-773-4215
402-773-4214

THE PAINT & PAPER PALACE
The Paint Paper Palace
P.O. Box 565
Sutton, NE 68979

# Estimate

Date 4/6/2026
Estimate # 040326opt3

Name / Address
Heartland Schools
1501 Front Street
Henderson, NE 68371

P.O. #
Terms

Due Date 6/5/2024
Other

| Description | Qty | Rate | Total |
|---|---|---|---|
| Enpress adhesive | 0.5 | 140.00 | 70.00 |
| Freight on carpet tile | 88 | 1.50 | 132.00 |
| Tear out & dispose of existing carpet tile | 88 | 2.25 | 198.00 |
| Installation-new carpet tile | 88 | 7.00 | 616.00 |
| ROOM #9 | | | |
| Bigelow Swipe Right/Brookwood carpet tile 9 bx | 72 | 26.99 | 1,943.28 |
| Enpress adhesive | 0.5 | 140.00 | 70.00 |
| Freight on carpet tile | 72 | 1.50 | 108.00 |
| Tear out & dispose of existing carpet tile | 72 | 2.25 | 162.00 |
| Installation-new carpet tile | 72 | 7.00 | 504.00 |

| | |
|---|---|
| Subtotal | $15,747.92 |
| Sales Tax (7.0%) | $0.00 |
| Total | $15,747.92 |

***THE PAINT & PAPER PALACE***
paint7734215@gmail.com
402-773-4215
402-773-4214

3-6-26

THE PAINT & PAPER PALACE
The Paint Paper Palace
P.O. Box 565
Sutton, NE 68979

# Estimate

Date 3/5/2026
Estimate # 030526

Name / Address
Heartland Schools
1501 Front Street
Henderson, NE 68371

P.O. #
Terms

Due Date 3/5/2026
Other

| Description | Qty | Rate | Total |
|---|---|---|---|
| HALLWAYS & CONFERENCE ROOM | | | |
| Bigelow Swipe Right/Brookwood carpet tile 107 bx | 856 | 26.99 | 23,103.44 |
| Enpress adhesive | 6 | 140.00 | 840.00 |
| Freight on carpet tile | 856 | 1.50 | 1,284.00 |
| Tear out & dispose of existing | 820 | 2.25 | 1,845.00 |
| Installation-new carpet tile | 820 | 7.50 | 6,150.00 |
| CAFETERIA AREA | | | |
| Mohawk Accredited/Doctorate 7 bx | 32.69 | 31.99 | 1,045.75 |
| Mohawk Proficient/Lecture 3 bx | 14.01 | 31.99 | 448.18 |
| Mohawk Sabbatical/Extra Credit 3 bx | 14.01 | 31.99 | 448.18 |
| Enpress adhesive | 0.25 | 140.00 | 35.00 |
| Freight on carpet tile | 60 | 1.50 | 90.00 |
| Tear out & dispose of existing | 50 | 2.25 | 112.50 |
| Installation-customer supplied carpet tile | 50 | 7.50 | 375.00 |
| WALK OFF TILE (JR. HIGH ENTRANCE) | | | |
| First Step II/Cobalt Walk off tile 3 bx | 18.66 | 51.99 | 970.13 |
| Enpress adhesive | 0.1 | 140.00 | 14.00 |
| Freight on carpet tile | 18 | 1.50 | 27.00 |
| Tear out & dispose of existing | 16 | 2.25 | 36.00 |
| Installation-new carpet tile | 16 | 7.50 | 120.00 |

| | |
|---|---|
| Subtotal | $36,944.18 |
| Sales Tax (7.0%) | $0.00 |
| Total | $36,944.18 |

***THE PAINT & PAPER PALACE***
paint7734215@gmail.com
402-773-4215
402-773-4214

# Heartland Community Schools 2-Year Facilities Plan

## COSTS

| Project | | | | | TOTAL FUNDING | Special Building Fund | Depreciation Fund | General Fund | Other |
|---|---|---|---|---|---|---|---|---|---|
| **Bathrooms Project** | **Summer 2027** | | | | | | | | |
| 1B: Elementary Bathroom #1 (B) | $75,000 | | | | | | | | |
| 1G: Elementary Bathroom #1 (B) | $75,000 | $150,000 | | | | | | | |
| 2B: Elementary Bathroom SLR (B) | $75,000 | | | | | | | | |
| 2G: Elementary Bathroom SLR (G) | $75,000 | $150,000 | | | | | | | |
| 3B: HS Bathroom (B) | $75,000 | | | | | | | | |
| 3G: HS Bathroom (G) | $75,000 | $150,000 | | | | | | | |
| 4B: JH Bathroom (B) | $75,000 | | | | | | | | |
| 4G: JH Bathroom (G) | $75,000 | $150,000 | | | | | | | |
| | | **Project Total** | **$600,000** | $0 | **$600,000** | $300,000 | $300,000 | $0 | $0 |
| **Playground Project** | **Summer 2026** | | | | | | | | |
| Elementary Playground Rennovation | $600,000 | $600,000 | | | | | | | |
| | | **Project Total** | **$600,000** | $0 | **$600,000** | $530,000 | $0 | $0 | $70,000 |
| **Parking Lot Project** | **Summer 2027** | | | | | | | | |
| Parking Lot Expansion | $700,000 | $700,000 | | | | | | | |
| | | **Project Total** | **$700,000** | $0 | **$700,000** | $700,000 | $0 | $0 | $0 |
| **Hallways Project** | **Summer 2026** | | | | | | | | |
| Finish Carpet Replacement HS/JH | $25,000 | | | | | | | | |
| Finish Carpet Replacement Elementary | $20,000 | $45,000 | | | | | | | |
| Finish Ceiling Grid & Tile Replacement HS/JH | $25,000 | $25,000 | | | | | | | |
| | | **Project Total** | **$70,000** | $0 | **$70,000** | $25,000 | $45,000 | $0 | $0 |
| **Track Project** | **Summer 2026** | | | | | | | | |
| Track Resurface | $185,000 | $185,000 | | | | | | | |
| | | **Project Total** | **$185,000** | $0 | **$185,000** | $0 | $185,000 | $0 | $0 |
| **Remaining Windows Project** | **Summer 2026** | | | | | | | | |
| Windows Classroom/Courtyard East | $60,000 | | | | | | | | |
| Windows Classroom/Courtyard West | $90,000 | $150,000 | | | | | | | |
| | | **Project Total** | **$150,000** | $0 | **$150,000** | $75,000 | $75,000 | $0 | $0 |
| **South Gym Locker Masonry Restoration Project** | **TBD** | | | | | | | | |
| Windows Classroom/Courtyard East | $100,000 | $100,000 | | | | | | | |
| | | **Project Total** | **$100,000** | $0 | **$100,000** | $100,000 | $0 | $0 | $0 |
| | | **Cumulative Total** | **$2,405,000** | $0 | **$2,405,000** | **$1,730,000** | **$605,000** | **$0** | **$70,000** |

## FUNDING

| | TOTAL FUNDING | Special Building Fund | Depreciation Fund | General Fund | Other |
|---|---|---|---|---|---|
| **100% Net-Balance** | $2,000,000 | $1,100,000 | - | $70,000 | |
| **Capped Balance** | $1,800,000 | $990,000 | - | $70,000 | |
| $2,405,000 **Funding Requirement** | $1,730,000 | $605,000 | - | $70,000 | |
| **Remaining Capped Balance** | $70,000 | $385,000 | - | $0 | |
| **Remaining 100% Balance** | $270,000 | $495,000 | - | $0 | |

February 2026

NEBRASKA DOOR & WINDOW LLC
402.435.3840
www.nebraskadoorandwindow.com

# Bid Proposal

| | |
|---|---|
| Office Phone | 402-435-3840 |
| Cell Phone | 303-748-2749 |
| Fax | 402-476-4926 |
| Email | trevorf@nebdoor.com |

## Project Information

| **Project:** | |
|---|---|
| **Date:** | 03/05/2026 |
| **NDW Estimator:** | Trevor Fisher |
| **Addenda Received:** | |
| **Pricing Based on Plans Dated:** | |
| **Proposal Valid For:** | 30 Days from Date Above |

## Scope

- **Aluminum Storefront removal and replacement**
  - Tear out of existing windows and replace with Old Castle Series 6000 to match new windows and doors from addition/renovation
  - Removal and disposal of existing windows.
  - Glazing to match new window for addition/renovation
  - Two operable windows in FCS room

## Exclusions / General Clarifications

- Glazing for sectional overhead doors
- Any and all Bonds
- NFRC Labels / Certificate
- Any Independent Testing specified or not
- Self cleaning low maintenance glass / coatings
- Low Iron / Ultra Clear glass
- Final keyed cylinders for locks
- Decorative acrylic resin / architectural panels
- Demolition
- Cleaning and protection of glass or aluminum
- Caulking between any heavy glass

NEBRASKA DOOR & WINDOW LLC
402.435.3840
www.nebraskadoorandwindow.com

- Any interior caulking unless noted otherwise
- Primary caulk bead unless noted otherwise
- Flashing tape unless noted otherwise
- Door hardware other than specifically noted
- Structural Calculations / PE stamp
- Backing material
- Brake metal including flexible type unless noted
- Wind Load – Dead Load Anchors
- Perimeter Fillers / caulk stops unless noted
- Field Testing unless noted
- Mock-Up materials and labor
- Seismic review and consideration
- Thermal barrier warranty
- Installation of door contact / specialty hardware
- Maximum finish warranty for anodized material is 10 years
- Contract review by NDW legal / advisory team

## Proposed Price and Terms

# Proposed Price: $84,990.99

IMPORTANT NOTE REGARDING PRICING: Due to market volatility, this price assumes all materials can be ordered within 30 days from the proposal date. GC must guarantee rough opening sizes as provided by Nebraska Door and Window LLC. Any vendor price increases incurred due to delayed measurement will be passed on to GC.

## Voluntary Alternates

# Heartland Community Schools 2-Year Facilities Plan

## COSTS

| Project | | | | | TOTAL FUNDING | Special Building Fund | Depreciation Fund | General Fund | Other |
|---|---|---|---|---|---|---|---|---|---|
| **Bathrooms Project** | **Summer 2027** | | | | | | | | |
| 1B: Elementary Bathroom #1 (B) | $75,000 | | | | | | | | |
| 1G: Elementary Bathroom #1 (B) | $75,000 | $150,000 | | | | | | | |
| 2B: Elementary Bathroom SLR (B) | $75,000 | | | | | | | | |
| 2G: Elementary Bathroom SLR (G) | $75,000 | $150,000 | | | | | | | |
| 3B: HS Bathroom (B) | $75,000 | | | | | | | | |
| 3G: HS Bathroom (G) | $75,000 | $150,000 | | | | | | | |
| 4B: JH Bathroom (B) | $75,000 | | | | | | | | |
| 4G: JH Bathroom (G) | $75,000 | $150,000 | | | | | | | |
| | | **Project Total** | **$600,000** | $0 | **$600,000** | $300,000 | $300,000 | $0 | $0 |
| **Playground Project** | **Summer 2026** | | | | | | | | |
| Elementary Playground Rennovation | $600,000 | $600,000 | | | | | | | |
| | | **Project Total** | **$600,000** | $0 | **$600,000** | $530,000 | $0 | $0 | $70,000 |
| **Parking Lot Project** | **Summer 2027** | | | | | | | | |
| Parking Lot Expansion | $700,000 | $700,000 | | | | | | | |
| | | **Project Total** | **$700,000** | $0 | **$700,000** | $700,000 | $0 | $0 | $0 |
| **Hallways Project** | **Summer 2026** | | | | | | | | |
| Finish Carpet Replacement HS/JH | $25,000 | | | | | | | | |
| Finish Carpet Replacement Elementary | $20,000 | $45,000 | | | | | | | |
| Finish Ceiling Grid & Tile Replacement HS/JH | $25,000 | $25,000 | | | | | | | |
| | | **Project Total** | **$70,000** | $0 | **$70,000** | $25,000 | $45,000 | $0 | $0 |
| **Track Project** | **Summer 2026** | | | | | | | | |
| Track Resurface | $185,000 | $185,000 | | | | | | | |
| | | **Project Total** | **$185,000** | $0 | **$185,000** | $0 | $185,000 | $0 | $0 |
| **Remaining Windows Project** | **Summer 2026** | | | | | | | | |
| Windows Classroom/Courtyard East | $60,000 | | | | | | | | |
| Windows Classroom/Courtyard West | $90,000 | $150,000 | | | | | | | |
| | | **Project Total** | **$150,000** | $0 | **$150,000** | $75,000 | $75,000 | $0 | $0 |
| **South Gym Locker Masonry Restoration Project** | **TBD** | | | | | | | | |
| Windows Classroom/Courtyard East | $100,000 | $100,000 | | | | | | | |
| | | **Project Total** | **$100,000** | $0 | **$100,000** | $100,000 | $0 | $0 | $0 |
| | | **Cumulative Total** | **$2,405,000** | $0 | **$2,405,000** | **$1,730,000** | **$605,000** | **$0** | **$70,000** |

## FUNDING

| | TOTAL FUNDING | Special Building Fund | Depreciation Fund | General Fund | Other |
|---|---|---|---|---|---|
| **100% Net-Balance** | $2,000,000 | $1,100,000 | - | $70,000 | |
| **Capped Balance** | $1,800,000 | $990,000 | - | $70,000 | |
| $2,405,000 **Funding Requirement** | $1,730,000 | $605,000 | - | $70,000 | |
| **Remaining Capped Balance** | $70,000 | $385,000 | - | $0 | |
| **Remaining 100% Balance** | $270,000 | $495,000 | - | $0 | |

February 2026

Because learning changes everything.®

## QUOTE PREPARED FOR:

Heartland Cmty Schools 96
1501 FRONT ST
HENDERSON, NE 68371
ACCOUNT NUMBER: 193093

## SUBSCRIPTION/DIGITAL CONTACT:

Dana Reinke
dreinke@heartlandschools.net
(402) 723-4434

## CONTACT:

Dana Reinke
dreinke@heartlandschools.net
(402) 723-4434

## SALES REP INFORMATION:

Amanda Kelly
amanda.kelly@mheducation.com
(720) 601-3265

| Section Summary | Value of All Materials | Free Materials | Product Subtotal |
|---|---|---|---|
| Impact Social Studies © 2026 (6 Year) Learning and Working Together, Grade K | $3,229.14 | ($727.53) | $2,501.61 |
| Impact Social Studies © 2026 (6 Year) Our Place in the World, Grade 1 | $3,596.10 | ($755.13) | $2,840.97 |
| Impact Social Studies © 2026 (6 Year) Exploring Who We Are, Grade 2 | $3,596.10 | ($755.13) | $2,840.97 |
| Impact Social Studies © 2026 (6 Year) Our Communities, Grade 3 | $3,767.82 | ($790.59) | $2,977.23 |
| Impact Social Studies © 2026 (6 Year) U.S. History: Making a New Nation, Grade 5 | $3,930.27 | ($823.47) | $3,106.80 |
| **PRODUCT TOTAL*** | $18,119.43 | ($3,851.85) | $14,267.58 |
| ESTIMATED S&H** | | | $980.00 |
| ESTIMATED TAX** | | | TBD |
| **GRAND TOTAL*** | | | $15,247.58 |

* Price firm for 120 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes are not included in the quote total. If applicable, actual tax charges will be applied at time of order.

Comments:

**PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER**

**SEND ORDER TO:** McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 03/25/2026 ACCOUNT NAME: Heartland Cmty Schools 96 EXPIRATION DATE:07/23/2026
QUOTE NUMBER: DGARB-03252026082417-001 ACCOUNT #: 193093 PAGE #: 1

Because learning changes everything.®

| Product Description | ISBN | Qty | Unit Price | Free Materials | Line Subtotal |
|---|---|---|---|---|---|
| **Impact Social Studies © 2026 (6 Year) Learning and Working Together, Grade K** | | | | | |
| IMPACT SOC STUDIES LEARNING WORKING TOGETHER GR K CMPLT PRNT DGT STD BND 6YR SUB Includes the print Inquiry Journal (Ships Annually), Research Companion, Explorer Magazine, and the Online Student Center. | 978-1-26-646779-0 | 24 | $73.92 | $0.00 | $1,774.08 |
| ***Teacher Materials*** | | | | | |
| IMPACT SOCIAL STUDIES LEARNING AND WORKING TOGETHER GRADE K TEACHERS EDITION | 978-1-26-592004-3 | 1 | $135.39 | $135.39 | *Free Materials |
| IMPACT SOCIAL STUDIES LEARNING AND WRKNG TGTH GRK IM EXPLORER MAG TEACHING GUIDE | 978-1-26-604142-6 | 1 | $87.75 | $87.75 | *Free Materials |
| Digital Only - IMPACT SOCIAL STUDIES LEARNING WORKING TOGETHER GR K ONLN TCHR CNTR 6YR SUBSCR | 978-1-26-618995-1 | 1 | $504.39 | $504.39 | *Free Materials |
| | | | **Teacher Materials Subtotal:** | **$727.53** | **$0.00** |
| ***Additional Teacher Materials*** | | | | | |
| IMPACT SOCIAL STUDIES LEARNING AND WORKING TOGETHER GRADE K TEACHERS EDITION | 978-1-26-592004-3 | 1 | $135.39 | $0.00 | $135.39 |
| IMPACT SOCIAL STUDIES LEARNING AND WRKNG TGTH GRK IM EXPLORER MAG TEACHING GUIDE | 978-1-26-604142-6 | 1 | $87.75 | $0.00 | $87.75 |
| IMPACT SOCIAL STUDIES LEARNING WORKING TOGETHER GR K ONLN TCHR CNTR 6YR SUBSCR | 978-1-26-618995-1 | 1 | $504.39 | $0.00 | $504.39 |
| | | | **Additional Teacher Materials Subtotal:** | **$0.00** | **$727.53** |
| | | | **Impact Social Studies © 2026 (6 Year) Learning and Working Together, Grade K Subtotal:** | **$727.53** | **$2,501.61** |
| **Impact Social Studies © 2026 (6 Year) Our Place in the World, Grade 1** | | | | | |
| IMPACT SOC STUDIES OUR PLACE IN THE WORLD GR 1 CMPLT PRNT DGTL STDT BNDL 6YR SUB Includes the print Inquiry Journal (Ships Annually), Research Companion, Explorer Magazine, and the Online Student Center. | 978-1-26-550168-6 | 24 | $86.91 | $0.00 | $2,085.84 |
| ***Teacher Materials*** | | | | | |
| IMPACT SOCIAL STUDIES OUR PLACE IN THE WORLD GRADE 1 TEACHERS EDITION | 978-1-26-554515-4 | 1 | $158.52 | $158.52 | *Free Materials |
| IMPACT SOCIAL STUDIES OUR PLACE IN THE WORLD GR1 IM EXPLORER MAG TEACHING GUIDE | 978-1-26-551586-7 | 1 | $92.22 | $92.22 | *Free Materials |
| Digital Only - IMPACT SOCIAL STUDIES OUR PLACE IN THE WORLD GR 1 ONLINE TEACHER CENTER 6YR SUB | 978-1-26-507826-3 | 1 | $504.39 | $504.39 | *Free Materials |
| | | | **Teacher Materials Subtotal:** | **$755.13** | **$0.00** |
| ***Additional Teacher Materials*** | | | | | |
| IMPACT SOCIAL STUDIES OUR PLACE IN THE WORLD GRADE 1 TEACHERS EDITION | 978-1-26-554515-4 | 1 | $158.52 | $0.00 | $158.52 |

**PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER**

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Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 03/25/2026 ACCOUNT NAME: Heartland Cmty Schools 96 EXPIRATION DATE:07/23/2026
QUOTE NUMBER: DGARB-03252026082417-001 ACCOUNT #: 193093 PAGE #: 2

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| Product Description | ISBN | Qty | Unit Price | Free Materials | Line Subtotal |
|---|---|---|---|---|---|
| IMPACT SOCIAL STUDIES OUR PLACE IN THE WORLD GR1 IM EXPLORER MAG TEACHING GUIDE | 978-1-26-551586-7 | 1 | $92.22 | $0.00 | $92.22 |
| IMPACT SOCIAL STUDIES OUR PLACE IN THE WORLD GR 1 ONLINE TEACHER CENTER 6YR SUB | 978-1-26-507826-3 | 1 | $504.39 | $0.00 | $504.39 |
| | | | **Additional Teacher Materials Subtotal:** | **$0.00** | **$755.13** |
| | | | **Impact Social Studies © 2026 (6 Year) Our Place in the World, Grade 1 Subtotal:** | **$755.13** | **$2,840.97** |

**PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER**

**SEND ORDER TO:** McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 03/25/2026 ACCOUNT NAME: Heartland Cmty Schools 96 EXPIRATION DATE:07/23/2026
QUOTE NUMBER: DGARB-03252026082417-001 ACCOUNT #: 193093 PAGE #: 3

Because learning changes everything.®

| Product Description | ISBN | Qty | Unit Price | Free Materials | Line Subtotal |
|---|---|---|---|---|---|
| **Impact Social Studies © 2026 (6 Year) Exploring Who We Are, Grade 2** | | | | | |
| IMPACT SOC STUDIES EXPLORING WHO WE ARE GR 2 CMPLT PRNT DGTL STDT BNDL 6YR SUB Includes the print Inquiry Journal (Ships Annually), Research Companion, Explorer Magazine, and the Online Student Center. | 978-1-26-554406-5 | 24 | $86.91 | $0.00 | $2,085.84 |
| ***Teacher Materials*** | | | | | |
| IMPACT SOCIAL STUDIES EXPLORING WHO WE ARE GRADE 2 TEACHERS EDITION | 978-1-26-574999-6 | 1 | $158.52 | $158.52 | *Free Materials |
| IMPACT SOCIAL STUDIES EXPLORING WHO WE ARE GR2 IM EXPLORER MAG TEACHING GUIDE | 978-1-26-544760-1 | 1 | $92.22 | $92.22 | *Free Materials |
| Digital Only - IMPACT SOCIAL STUDIES EXPLORING WHO WE ARE GR 2 ONLINE TEACHER CENTER 6YR SUBSCR | 978-1-26-603026-0 | 1 | $504.39 | $504.39 | *Free Materials |
| | | | **Teacher Materials Subtotal:** | **$755.13** | **$0.00** |
| ***Additional Teacher Materials*** | | | | | |
| IMPACT SOCIAL STUDIES EXPLORING WHO WE ARE GRADE 2 TEACHERS EDITION | 978-1-26-574999-6 | 1 | $158.52 | $0.00 | $158.52 |
| IMPACT SOCIAL STUDIES EXPLORING WHO WE ARE GR2 IM EXPLORER MAG TEACHING GUIDE | 978-1-26-544760-1 | 1 | $92.22 | $0.00 | $92.22 |
| IMPACT SOCIAL STUDIES EXPLORING WHO WE ARE GR 2 ONLINE TEACHER CENTER 6YR SUBSCR | 978-1-26-603026-0 | 1 | $504.39 | $0.00 | $504.39 |
| | | | **Additional Teacher Materials Subtotal:** | **$0.00** | **$755.13** |
| | | | **Impact Social Studies © 2026 (6 Year) Exploring Who We Are, Grade 2 Subtotal:** | **$755.13** | **$2,840.97** |
| **Impact Social Studies © 2026 (6 Year) Our Communities, Grade 3** | | | | | |
| IMPACT SOC STUDIES OUR COMMUNITIES GR 3 COMPLETE PRINT DIGITAL STDT BNDL 6YR SUB Includes the print Inquiry Journal (Ships Annually), Research Companion, Explorer Magazine, and the Online Student Center. | 978-1-26-561020-3 | 24 | $91.11 | $0.00 | $2,186.64 |
| ***Teacher Materials*** | | | | | |
| IMPACT SOCIAL STUDIES OUR COMMUNITIES GRADE 3 TEACHERS EDITION | 978-1-26-540689-9 | 1 | $177.87 | $177.87 | *Free Materials |
| IMPACT SOCIAL STUDIES OUR COMMUNITIES GR3 IMPACT EXPLORER MAG TEACHING GUIDE | 978-1-26-597003-1 | 1 | $108.33 | $108.33 | *Free Materials |
| Digital Only - IMPACT SOCIAL STUDIES OUR COMMUNITIES GR 3 ONLINE TEACHER CENTER 6 YEAR SUBSCR | 978-1-26-491673-3 | 1 | $504.39 | $504.39 | *Free Materials |
| | | | **Teacher Materials Subtotal:** | **$790.59** | **$0.00** |
| ***Additional Teacher Materials*** | | | | | |
| IMPACT SOCIAL STUDIES OUR COMMUNITIES GRADE 3 TEACHERS EDITION | 978-1-26-540689-9 | 1 | $177.87 | $0.00 | $177.87 |

**PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER**

**SEND ORDER TO:** McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 03/25/2026 ACCOUNT NAME: Heartland Cmty Schools 96 EXPIRATION DATE:07/23/2026
QUOTE NUMBER: DGARB-03252026082417-001 ACCOUNT #: 193093 PAGE #: 4

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| Product Description | ISBN | Qty | Unit Price | Free Materials | Line Subtotal |
|---|---|---|---|---|---|
| IMPACT SOCIAL STUDIES OUR COMMUNITIES GR3 IMPACT EXPLORER MAG TEACHING GUIDE | 978-1-26-597003-1 | 1 | $108.33 | $0.00 | $108.33 |
| IMPACT SOCIAL STUDIES OUR COMMUNITIES GR 3 ONLINE TEACHER CENTER 6 YEAR SUBSCR | 978-1-26-491673-3 | 1 | $504.39 | $0.00 | $504.39 |
| | | | **Additional Teacher Materials Subtotal:** | **$0.00** | **$790.59** |
| | | | **Impact Social Studies © 2026 (6 Year) Our Communities, Grade 3 Subtotal:** | **$790.59** | **$2,977.23** |
| **Impact Social Studies © 2026 (6 Year) U.S. History: Making a New Nation, Grade 5** | | | | | |
| IMPACT SOC STUDIES USH MAKING A NEW NATION GR 5 CMPLT PRNT DGTL STDT BND 6YR SUB Includes the print Inquiry Journal (Ships Annually), Research Companion, Explorer Magazine, and the Online Student Center. | 978-1-26-690138-6 | 30 | $103.56 | $0.00 | $3,106.80 |
| ***Teacher Materials*** | | | | | |
| IMPACT SOCIAL STUDIES USH MAKING A NEW NATION GRADE 5 TEACHERS EDITION | 978-1-26-570225-0 | 1 | $193.35 | $193.35 | *Free Materials |
| IMPACT SOCIAL STUDIES USH MAKING A NEW NATION GR5 IM EXPLORER MAG TEACHING GUIDE | 978-1-26-620871-3 | 1 | $125.73 | $125.73 | *Free Materials |
| Digital Only - IMPACT SOCIAL STUDIES US HISTORY MAKING A NEW NATION GR 5 ONLN TCHR CNTR 6YR SUB | 978-1-26-694859-6 | 1 | $504.39 | $504.39 | *Free Materials |
| | | | **Teacher Materials Subtotal:** | **$823.47** | **$0.00** |
| | | | **Impact Social Studies © 2026 (6 Year) U.S. History: Making a New Nation, Grade 5 Subtotal:** | **$823.47** | **$3,106.80** |

**PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER**

**SEND ORDER TO:** McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 03/25/2026 ACCOUNT NAME: Heartland Cmty Schools 96 EXPIRATION DATE:07/23/2026
QUOTE NUMBER: DGARB-03252026082417-001 ACCOUNT #: 193093 PAGE #: 5

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## QUOTE PREPARED FOR:

Heartland Cmty Schools 96
1501 FRONT ST
HENDERSON, NE 68371
ACCOUNT NUMBER: 193093

## CONTACT:

Dana Reinke
dreinke@heartlandschools.net
(402) 723-4434

## SUBSCRIPTION/DIGITAL CONTACT:

Dana Reinke
dreinke@heartlandschools.net
(402) 723-4434

| | |
|---|---|
| VALUE OF ALL MATERIALS | $18,119.43 |
| FREE MATERIALS | ($3,851.85) |
| **PRODUCT TOTAL*** | **$14,267.58** |
| ESTIMATED SHIPPING & HANDLING** | $980.00 |
| ESTIMATED TAX** | TBD |
| **GRAND TOTAL** | **$15,247.58** |

Comments:

* Price firm for 120 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes are not included in the quote total. If applicable, actual tax charges will be applied at time of order.

Terms of Service:

By placing an order for digital products (the 'Subscribed Materials'), the entity that this price quote has been prepared for ('Subscriber') agrees to be bound by the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. Subject to Subscriber's payment of the fees set out above, McGraw Hill LLC hereby grants to Subscriber a non-exclusive, non-transferable license to allow only the number of Authorized Users that corresponds to the quantity of Subscribed Materials set forth above to access and use the Subscribed Materials under the terms described in the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. The subscription term for the Subscribed Materials shall be as set forth in the Product Description above. If no subscription term is specified, the initial term shall be one (1) year from the date of this price quote (the 'Initial Subscription Term'), and thereafter the Subscriber shall renew for additional one (1) year terms (each a 'Subscription Renewal Term'), provided MHE has chosen to renew the subscription and has sent an invoice for such Subscription Renewal Term to Subscriber.

Terms Of Service

Provisions required by Subscriber State law

ATTENTION: In our effort to protect our customer's data, we will no longer store credit card data in any manner within in our system. Therefore, as of April 30, 2016 we will no longer accept credit card orders via email, fax, or mail/package delivery. Credit card orders may be placed over the phone by calling the number listed above or via our websites by visiting www.mheducation.com (or www.mhecoast2coast.com).

**School Purchase Order Number:** _____

Name of School Official (Please Print) _____ Signature of School Official _____

**PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER**

**SEND ORDER TO:** McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

**Proposal #009594875**

Prepared For

# Heartland Cmty Schools 96

**Attention:**
**Dana Renke**
**dreinke@heartlandschools.net**

For the Purchase of:

# HMH Social Studies MS and HS Collection with Writable

**Prepared By**
**Julia Neils**
**julia.neils@hmhco.com**

**Please submit this proposal with your purchase order.**

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:
http://www.hmhco.com/common/terms-conditions

Send **Check Payments** to:
HMH Education Company
14046 Collection Center Drive
Chicago, IL 60693

Attention:
Dana Renke
dreinke@heartlandschools.net

Send **Orders** to:
orders@hmhco.com
FAX: 800-269-5232

| | ISBN | | Title | Price | Quantity | Value of all Materials | Value of Free Materials | Value of Charged Materials |
|---|---|---|---|---|---|---|---|---|
| **HMH Social Studies Middle School Collection with Writable Grades 6-8** | | | | | | | | |
| **Student Digital Licenses** | | | | | | | | |
| 1907050 | 9798202137846 | | Social Studies Middle School Collection with Writable Student License Grades 6-8 6 Year<br>Includes:<br>HMH Social Studies Middle School Collection Digital Student Resources 6 Year Grades 6-8<br>Writable for Social Studies Middle School Collection Digital Student Resources 6 Year Grades 6-8<br>Implementation Success<br><br>Student license includes access to World Civilizations, World Geography, United States History & Civics. | $191.70 | 78 | $14,952.60 | $1,495.26 | $13,457.34 |
| **Total for Student Digital Licenses** | | | | **$13,457.34** | | | | |
| **Teacher Digital Licenses** | | | | | | | | |
| 1907158 | 9798202137921 | | Social Studies Middle School Collection with Writable Teacher License Grades 6-8 6 Year<br>Includes:<br>HMH Social Studies Middle School Collection Digital Teacher Resources 6 Year Grades 6-8<br>Writable for Social Studies Middle School Collection Digital Teacher Resources 6 Year Grades 6-8<br>Access to Teacher's Corner | $1,610.55 | 3 | $4,831.65 | $4,831.65 | |
| **Total for Teacher Digital Licenses** | | | | **$0.00** | | | | |
| **Total for HMH Social Studies Middle School Collection with Writable Grades 6-8** | | | | **$13,457.34** | | | | |
| **HMH Social Studies High School Collection with Writable Grades 9-12** | | | | | | | | |
| **Student Digital Licenses** | | | | | | | | |
| 1907166 | 9798202138003 | | Social Studies High School Collection with Writable Student License Grades 9-12 6 Year<br>Includes:<br>HMH Social Studies High School Collection Digital Student Resources 6 Year Grades 9-12<br>Writable for Social Studies High School Collection Digital Student Resources 6 Year Grades 9-12<br>Implementation Success<br><br>Student license includes access to American History, World History, United States Government, Economics, Global Geography & African American History. | $191.70 | 106 | $20,320.20 | $2,032.02 | $18,288.18 |
| **Total for Student Digital Licenses** | | | | **$18,288.18** | | | | |
| **Teacher Digital Licenses** | | | | | | | | |
| 1907175 | 9798202138096 | | Social Studies High School Collection with Writable Teacher License Grades 9-12 6 Year<br>Includes:<br>HMH Social Studies High School Collection Digital Teacher Resources 6 Year Grades 9-12<br>Writable for Social Studies High School Collection Digital Teacher Resources 6 Year Grades 9-12<br>Access to Teacher's Corner | $1,879.00 | 1 | $1,879.00 | $1,879.00 | |
| **Total for Teacher Digital Licenses** | | | | **$0.00** | | | | |
| **Total for HMH Social Studies High School Collection with Writable Grades 9-12** | | | | **$18,288.18** | | | | |
| **Professional Services - Social Studies Middle School Collection with Writable** | | | | | | | | |
| **Coaching** | | | | | | | | |
| 1883292 | 9798202010903 | | Coachly Getting Started Live Online Grades K-12 1-Hour<br>In this initial district-scheduled session, participants will explore the Coachly experience, discuss the impact of collaboration on student and teacher growth, and develop strategies to make the most of their Coachly partnership. | $400.00 | 1 | $400.00 | $400.00 | |

Send **Check Payments** to:
HMH Education Company
14046 Collection Center Drive
Chicago, IL 60693

Attention:
Dana Renke
dreinke@heartlandschools.net

Send **Orders** to:
orders@hmhco.com
FAX: 800-269-5232

**HMH Confidential and Proprietary**

| | ISBN | Title | Price | Quantity | Value of all Materials | Value of Free Materials | Value of Charged Materials |
|---|---|---|---|---|---|---|---|
| 1883291 | 9798202010897 | Coachly Leader Success Live Online Grades K-12 1-Hour<br>In this building level leader-focused session, participants will explore the Coachly experience, discuss its value and the impact of collaboration on student and teacher growth, and develop strategies to make the most of their Coachly partnership.<br><br>Included are recommendations for usage and progress monitoring and details around next steps for teachers to launch their partnerships. | $400.00 | 1 | $400.00 | $400.00 | |
| 1866750 | 9780358933472 | Social Studies Middle School Collection Coachly Digital License Grades 6-8 1 Year<br>Coachly provides one-on-one coaching to teachers to build their program expertise, support lesson planning, and discuss data-driven, actionable strategies to grow teacher practice. Each teacher is matched with a certified coach with whom they can schedule virtual sessions and message via the Ed platform. Coachly licenses are a one year digital subscription. | $1,500.00 | 1 | $1,500.00 | | $1,500.00 |
| **Total for Coaching** | | | **$1,500.00** | | | | |
| **Implementation Support for Social Studies Middle School Collection with Writable** | | | | | | | |
| 1907149 | 9798202138157 | Social Studies Middle School Collection with Writable Getting Started Live Online Grades 6-8 2-Hour<br>This two-hour Getting Started session introduces teachers to their new program's structure, essential resources, and implementation recommendations. Teachers will also explore Ed, HMH's teaching and learning platform, and the professional learning pathway on Ed.<br><br>Getting Started is the initial step toward a successful first 30 days. Ongoing training and support will be also provided on Ed. There, teachers will access a guided learning pathway based on their grade level and implementation timeline. A recommended sequence of topics, which includes live sessions, videos, interactive media, and related resources, will help teachers plan, teach, and assess student learning using their new HMH program. After teachers complete each pathway topic, they receive a certificate of completion. | $800.00 | 1 | $800.00 | | $800.00 |
| 1822785 | 9780358667551 | Writable Getting Started Live Online Grades 6-8 2-Hour<br>This session walks teachers through how to use Writable in their social studies classroom to improve writing with flexible tools that guide students to develop purposeful drafts, incorporate personalized feedback, and produce writing that shines.<br><br>This initial session is the first step on the way to a successful first 30 days. Additional training and support will be provided via Teacher's Corner on Ed. There, teachers will access a guided learning pathway based on their HMH program(s), grade level and implementation timeline. A recommended sequence of on-demand interactive media and videos will help teachers plan, teach and assess learning using their new HMH Social Studies program.<br><br>Note: To ensure a successful training, please schedule this session after teachers are rostered on Ed, HMH teaching and learning platform. | $800.00 | 1 | $800.00 | | $800.00 |
| **Total for Implementation Support for Social Studies Middle School Collection with Writable** | | | **$1,600.00** | | | | |
| **Total for Professional Services - Social Studies Middle School Collection with Writable** | | | **$3,100.00** | | | | |

Send **Check Payments** to:
HMH Education Company
14046 Collection Center Drive
Chicago, IL 60693

Attention:
Dana Renke
dreinke@heartlandschools.net

Send **Orders** to:
orders@hmhco.com
FAX: 800-269-5232

**HMH Confidential and Proprietary**

| ISBN | Title | Price | Quantity | Value of all Materials | Value of Free Materials | Value of Charged Materials |
|---|---|---|---|---|---|---|

| | |
|---|---|
| ***Total Savings:*** | **$10,237.93** |
| ***Subtotal Purchase Amount:*** | **$34,845.52** |
| ***Shipping & Handling:*** | **$0.00** |
| ***Total Cost of Proposal (PO Amount):*** | **$34,845.52** |

****Please add proper sales tax to your order****

## Total Cost of Proposal (PO Amount): $34,845.52

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
  - Point of Contact for Print materials
  - Point of Contact for Digital materials
  - Point of Contact for Scheduling Professional Development
  - Email address for Accounts Payable contact
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

| **Ship to:** | **Sold to:** |
|---|---|
| Heartland Cmty School | Heartland Cmty School |
| 1501 FRONT ST | 1501 FRONT ST |
| HENDERSON, NE 68371-8929 | HENDERSON, NE 68371-8929 |

- Please provide funding start and end dates.
- Please note HMH bills products and services as they are fulfilled. You may receive multiple invoices for your order.
- HMH reserves the right to transmit documents electronically.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Shipping Point.
- Any proposed shipping or tax amount provided on this proposal, is based on the Ship To account location quoted within.
- If the location of your delivery changes, please include the proper sales tax and shipping charges for that location in the applicable Purchase Order
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.
Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: http://www.hmhco.com/common/terms-conditions

**Date of Proposal: 3/19/2026** **Proposal Expiration Date: 5/3/2026**

Send **Check Payments** to:
HMH Education Company
14046 Collection Center Drive
Chicago, IL 60693

Attention:
Dana Renke
dreinke@heartlandschools.net

Send **Orders** to:
orders@hmhco.com
FAX: 800-269-5232

# Social Studies Instructional Materials K-12

## Heartland Community Schools

March 12, 2026

*EMPOWERING EXCELLENCE - Every Student, Every Day*

# Today's Goals

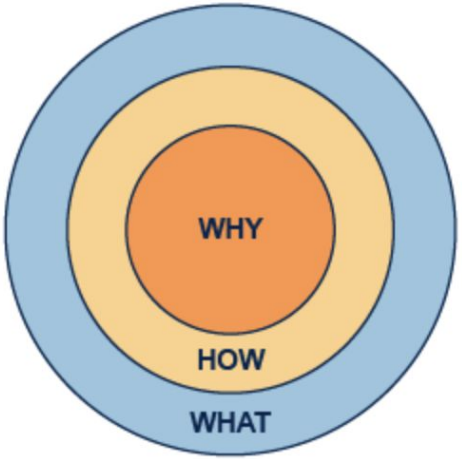
- Overview
  - Process
  - Standards
  - Vendors
  - Evaluation rubric
- Vendor presentations
- Evaluate
- Decision

# Today's Schedule

| | | | |
|---|---|---|---|
| 9:15 - 10:00 | K - 12 Social Studies Materials Overview | Room 111 | |
| 10:00 - 10:30 | Kids Discover (K-6) | Conference Room | Zoom Meeting Link |
| 10:30 - 11:30 | McGraw Hill (6-12) | Room 111 | Zoom Meeting Link |
| 1:15 - 1:45 | Studies Weekly (K-6) | Room 111 | Zoom Meeting Link |
| 2:00 - 3:00 | HMH (6-12) | Room 111 | Zoom Meeting Link |
| 2:00 - 3:00 | McGraw Hill (K-5) | Conference Room | Zoom Meeting Link |
| 3:00 - 3:45 | K - 12 Social Studies Materials Recap | Room 111 | Laptop / S.S. Materials |

# Why?

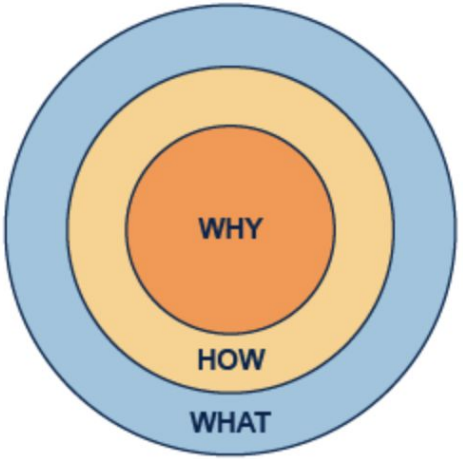
- Current materials out of print
- Using high quality materials is important
- Coherence and vertical alignment are important
- Giving everyone a voice in the process is important



# How?

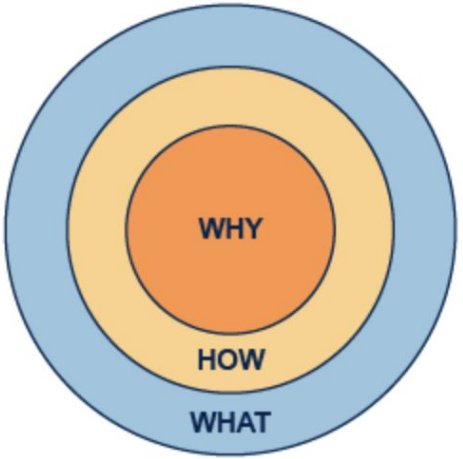
- Using professional development time

- Using various resources to reach consensus and make the best decision for Heartland Community Schools



# What?

- Review Social Studies Standards
- Review vendors
- Vendor presentations
- Evaluate
- Reach consensus



# Social Studies Standards

Link to Standards

Hard copy of 2019 standards provided in yellow folders.

NDE Standards Revision Timeline

# McGraw Hill / K - 12th

## Impact Social Studies (K-5) padlet

https://mheducation.padlet.org/amy_driesbach/impactsales
Password:  MHE

## Social Studies 6-12 (2023) padlet

https://mheducation.padlet.org/katie_schrameyer/6ts5t5oeoxrf42ur
Password: MHE

# McGraw Hill K-6 Teacher Account Login

WEBSITE:

my.mheducation.com

Username or email:  impact26te

Password:  MGH26social

# HMH / 6th - 12th

[Digital Platform Walkthrough Video]

[Social Studies Digital Room]

**[NEBRASKA Districts Using HMH 6th - 12th]**

## HMH Website Access

https://www.hmhco.com/ui/login/?connection=91014164

**Teacher login credentials**:

| | |
|---|---|
| Teacher Username: | Teacher253 |
| Teacher Password: | E!7blueberries |

# Studies Weekly / K - 6th

Website

# Kids Discover / K - 6th

Website

Magazine List

# Evaluation Rubric

Hard copies of rubric provided in yellow file folders.

**Social Studies Materials Rubric**

**Vendor** _____

**Teacher** _____

| Rating Scale | | |
|---|---|---|
| **Score** | **Level** | **Description** |
| 4 | Exemplary | Fully meets expectations; consistently supports high-quality instruction. |
| 3 | Strong | Meets expectations with minor gaps. |
| 2 | Developing | Partially meets expectations; significant improvements needed. |
| 1 | Limited | Does not adequately meet expectations. |

**CIRCLE 1, 2, 3 or 4 in each area below**

| Connects to the Standards | |
|---|---|
| **Score** | **Descriptor** |
| 4 – Exemplary | Clearly and explicitly aligns with grade-level standards throughout the material. Learning goals, lessons, and assessments consistently reflect the standards and build coherent progression of knowledge and skills. |
| 3 – Strong | Generally aligned with standards with clear connections in most lessons and assessments. Some alignment may be implicit or uneven. |
| 2 – Developing | Partial alignment to standards. Some lessons connect to standards but coverage is inconsistent or superficial. |
| 1 – Limited | Minimal or unclear alignment to standards; standards may be listed but not meaningfully integrated. |

| Requires Disciplinary Thinking and Inquiry | |
|---|---|
| **Score** | **Descriptor** |
| 4 – Exemplary | Students regularly investigate compelling questions, analyze multiple sources, evaluate evidence, and construct arguments using disciplinary practices. |
| 3 – Strong | Materials include inquiry opportunities and source analysis, though activities may be somewhat structured or limited in frequency. |
| 2 – Developing | Some inquiry tasks are present but mostly emphasize recall or teacher-directed learning. |
| 1 – Limited | Focuses primarily on memorization and factual recall with little or no inquiry or analysis. |

| Prompts Informed Action to Validate and Deepen Learning | |
|---|---|
| **Score** | **Descriptor** |
| 4 – Exemplary | Students apply learning through meaningful civic engagement, real-world problem solving, or community-connected activities that reinforce understanding. |
| 3 – Strong | Opportunities exist for students to connect learning to real-world issues or civic participation. |
| 2 – Developing | Limited or occasional activities that ask students to apply learning beyond the classroom. |
| 1 – Limited | No meaningful opportunities for students to apply learning through action or civic engagement. |

| Is Equitable and Culturally Responsive | |
|---|---|
| **Score** | **Descriptor** |
| 4 – Exemplary | Represents diverse perspectives accurately and respectfully. Materials promote inclusivity, reflect multiple cultures and experiences, and support equitable participation. |
| 3 – Strong | Includes diverse perspectives and culturally responsive content in several places, though representation may be uneven. |
| 2 – Developing | Limited inclusion of diverse perspectives or occasional representation without depth or context. |
| 1 – Limited | Perspectives are narrow or biased; little attention to diversity or cultural responsiveness. |

| Provides Scaffolding and Support for Students | |
|---|---|
| **Score** | **Descriptor** |
| 4 – Exemplary | Provides clear scaffolds, differentiation strategies, and supports for varied learners including English learners, struggling readers, and advanced students. |
| 3 – Strong | Includes some scaffolding and differentiation supports, though not consistently across all lessons. |
| 2 – Developing | Limited supports for diverse learners; teachers may need to add additional scaffolding. |
| 1 – Limited | Little to no instructional scaffolding or differentiation. |

| Provides a Coherent Assessment System | |
|---|---|
| **Score** | **Descriptor** |
| 4 – Exemplary | Includes a balanced system of formative and summative assessments aligned to learning goals and disciplinary practices. Provides clear criteria and feedback opportunities. |
| 3 – Strong | Assessments align with most learning objectives and include some variety and feedback opportunities. |
| 2 – Developing | Assessments exist but may emphasize recall or lack alignment with learning goals. |
| 1 – Limited | Assessments are minimal, poorly aligned, or absent. |

| Is Easy to Use | |
|---|---|
| **Score** | **Descriptor** |
| 4 – Exemplary | Well-organized, clearly structured, and easy for teachers to implement. Navigation, pacing guidance, and lesson sequencing are intuitive. |
| 3 – Strong | Generally user-friendly with clear organization, though some navigation or clarity issues may exist. |
| 2 – Developing | Organization is inconsistent or difficult to follow; teachers must invest time to adapt materials. |
| 1 – Limited | Difficult to navigate or implement; instructions and structure are unclear. |

| Provides Instructional Supports | |
|---|---|
| **Score** | **Descriptor** |
| 4 – Exemplary | Includes strong teacher supports such as lesson guidance, discussion prompts, background content, differentiation strategies, and extension activities. |
| 3 – Strong | Provides helpful instructional supports though depth or variety may be limited. |
| 2 – Developing | Some teacher supports are provided but are incomplete or inconsistent. |
| 1 – Limited | Minimal teacher guidance or instructional support included. |

____ / 32 **TOTAL**

# McGraw Hill K-5 Takeaways

- Inquiry based learning opportunities
- Digital / paper options
- Research companion
- Vocabulary section
- Kahoot options (games)
- Checks for understanding
- Online assessments (editable) or printable
- ELA components infused throughout
- Differed time allowance for different grade levels
- Text can be read aloud to students
- Clever and Canvas integration

# HMH (6-12) Takeaways

- Essential questions for each module
- Videos through History Channel (short or long version)
- Differentiation supports
- Icons to access graphic organizers
- Writability / Blind peer review
- AI support
- Flashcards
- Lesson enrichment
- Printable students notes / highlighting
- Lexile ranges
- User friendly
- Don’t need wifi
- Multiple checks for understanding
- Teacher section with project ideas / extensions
- Teacher can review notes, etc.
- Reads and highlights text
- Clever / Canvas integration

# Social Studies Materials Rubric

## Vendor _____

## Teacher _____

| Rating Scale | | |
|---|---|---|
| **Score** | **Level** | **Description** |
| 4 | Exemplary | Fully meets expectations; consistently supports high-quality instruction. |
| 3 | Strong | Meets expectations with minor gaps. |
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| Connects to the Standards | |
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| 2 – Developing | Partial alignment to standards. Some lessons connect to standards but coverage is inconsistent or superficial. |
| 1 – Limited | Minimal or unclear alignment to standards; standards may be listed but not meaningfully integrated. |

| Requires Disciplinary Thinking and Inquiry | |
|---|---|
| **Score** | **Descriptor** |
| 4 – Exemplary | Students regularly investigate compelling questions, analyze multiple sources, evaluate evidence, and construct arguments using disciplinary practices. |
| 3 – Strong | Materials include inquiry opportunities and source analysis, though activities may be somewhat structured or limited in frequency. |
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| Prompts Informed Action to Validate and Deepen Learning | |
|---|---|
| **Score** | **Descriptor** |
| 4 – Exemplary | Students apply learning through meaningful civic engagement, real-world problem solving, or community-connected activities that reinforce understanding. |
| 3 – Strong | Opportunities exist for students to connect learning to real-world issues or civic participation. |
| 2 – Developing | Limited or occasional activities that ask students to apply learning beyond the classroom. |
| 1 – Limited | No meaningful opportunities for students to apply learning through action or civic engagement. |

| Is Equitable and Culturally Responsive | |
|---|---|
| **Score** | **Descriptor** |
| 4 – Exemplary | Represents diverse perspectives accurately and respectfully. Materials promote inclusivity, reflect multiple cultures and experiences, and support equitable participation. |
| 3 – Strong | Includes diverse perspectives and culturally responsive content in several places, though representation may be uneven. |
| 2 – Developing | Limited inclusion of diverse perspectives or occasional representation without depth or context. |
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| Provides Scaffolding and Support for Students | |
|---|---|
| **Score** | **Descriptor** |
| 4 – Exemplary | Provides clear scaffolds, differentiation strategies, and supports for varied learners including English learners, struggling readers, and advanced students. |
| 3 – Strong | Includes some scaffolding and differentiation supports, though not consistently across all lessons. |
| 2 – Developing | Limited supports for diverse learners; teachers may need to add additional scaffolding. |
| 1 – Limited | Little to no instructional scaffolding or differentiation. |

| Provides a Coherent Assessment System | |
|---|---|
| **Score** | **Descriptor** |
| 4 – Exemplary | Includes a balanced system of formative and summative assessments aligned to learning goals and disciplinary practices. Provides clear criteria and feedback opportunities. |
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| 1 – Limited | Assessments are minimal, poorly aligned, or absent. |

| Is Easy to Use | |
|---|---|
| **Score** | **Descriptor** |
| 4 – Exemplary | Well-organized, clearly structured, and easy for teachers to implement. Navigation, pacing guidance, and lesson sequencing are intuitive. |
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| Provides Instructional Supports | |
|---|---|
| **Score** | **Descriptor** |
| 4 – Exemplary | Includes strong teacher supports such as lesson guidance, discussion prompts, background content, differentiation strategies, and extension activities. |
| 3 – Strong | Provides helpful instructional supports though depth or variety may be limited. |
| 2 – Developing | Some teacher supports are provided but are incomplete or inconsistent. |
| 1 – Limited | Minimal teacher guidance or instructional support included. |

**____ / 32 TOTAL**

# *HEARTLAND COMMUNITY SCHOOLS*

**SUPERINTENDENT CONTRACT:**
**AMENDMENT / AGREEMENT**
**2026-2027 CONTRACT YEAR**

**Superintendent: Jeremy Klein**

**Start Of Annual Term: July 1, 2026** | **End Of Annual Term: June 30, 2027**

**Current Contract Expiration Date: June 30, 2028** | **Automatic One-Year Extension Date: January 15th**

## Salary Paid By The Board of Education:

**Annual Salary:** **$174,900**

## Health Insurance Provided & Paid For By The Board of Education:

**Health Plan Deductible:** **PPO $1,200 Ded**
**Health Coverage Tier:** **4-Family**

**Dental Plan:** **PPO: 100A-80B-80C-50D (Option 4)**
**Dental Coverage Tier:** **4-Family**

## Supplemental Contract Terms:

1. **Paid Sick Leave: 10 days each contract-year, accrued on July 1st - accumulated up to 50.**
2. **Paid Sick Leave: No reimbursement for unused Sick Leave.**
3. **Paid Vacation Leave: 20 days each contract-year, accrued on July 1st.**
4. **Paid Vacation Leave: No reimbursement for unused Vacation Leave except to the extent required by law.**
5. **Paid Holidays: Labor Day, Thanksgiving Day, Christmas Day, New Years Day, Good Friday, Memorial Day, July 4th**
6. **Payment / reimbursement of necessary costs to annually attend a National Conference.**
7. **Payment of annual dues for one State-level professional organization.**
8. **Payment of annual dues for one National-level professional organization.**

**This amendment / agreement automatically incorporates and continues all material and lawful provisions of the Superintendent's existing / extended contract and its prior amendments, except such provisions that are specifically stated within this amendment / agreement.**

_____ _____
**Superintendent Signature** **Date**

_____ _____
**Board President Signature** **Date**

_____ _____
**Board Secretary Signature** **Date**

**Superintendent Pay Transparency Notice—Proposed Contract (Jeremy Klein)**

Notice is hereby given that Heartland Community Schools has approval of a proposed superintendent employment contract amendment on its agenda for the board meeting to be held on April 13, 2026 at 7:00 PM in the Heartland Community Schools Board Room in Henderson, Nebraska.

**After the 2026/27 school year, how many years remain on the contract:** 1

**The estimated costs to the district for the 2026/27 year and future years are listed below:**

| | 2026/27 Base Pay, Additional Compensation & Benefits | Future Base Pay, Additional Compensation & Benefits per Contract | TOTAL CONTRACT COST |
|---|---|---|---|
| **Base Pay for the Total FTE** | $ 174,900.00 | $ 174,900.00 | **$ 349,800.00** |
| **Compensation for activities outside of the regular salary:** | | | |
| • *Extended contracts / Activities outside of regular salary* | | | $ - |
| • *Bonus/Incentive/Performance Pay* | | | $ - |
| • *Stipends* | | | $ - |
| • *All other costs not mentioned above* | | | **$ -** |
| **Benefits and Payroll Costs Paid by district:** | | | |
| • *Insurances (Health, Dental, Life, Long Term Disability)* | $ 31,294.08 | $ 31,294.08 | $ 62,588.16 |
| • *Cafeteria Plan Stipend* | | | $ - |
| • *Cash in lieu of insurance* | | | $ - |
| • *Employee's share of retirement, deferred compensation, FICA and Medicare* ***if paid by the district*** | | | $ - |
| • *District's share of retirement, FICA and Medicare* | $ 30,659.97 | $ 30,659.97 | $ 61,319.94 |
| • *IRS value of housing allowance* | | | $ - |
| • *IRS value of vehicle allowance* | | | $ - |
| • *Additional leave days* | | | $ - |
| • *Annuities* | | | $ - |
| • *Service credit purchase* | | | $ - |
| • *Association / Membership dues* | $ 850.00 | $ 850.00 | $ 1,700.00 |
| • *Cell Phone/Internet reimbursement* | | | $ - |
| • *Relocation reimbursement* | | | $ - |
| • *Travel allowance/reimbursement* | | | $ - |
| • *Mileage Allowance* | | | $ - |
| • *Educational tuition assistance* | | | $ - |
| • *All other benefit costs not mentioned above* | | | $ - |
| **Totals:** | **$ 237,704.05** | **$ 237,704.05** | **$ 475,408.10** |

**Schedule D**

# HEARTLAND COMMUNITY SCHOOLS
## SUPERINTENDENT COMPENSATION RECOMMENDATIONS

| Year | Position | Salary | Health | Dental | Vision | NPERS | FICA | Other - LTD | Other - Life Ins | Other - Annuity | Other - 125 | Other - NPERS Addtl | Other - Other | Total Payroll | Total Health, Dental, Vision | Total Other | Total Comp. | Supt. Experience Rank (12) | EEF Rank (12) | Total Comp. Rank (12) | Salary Rank (12) | Conference Array (ex. HCS) Total Comp. Mdpt. Excluding Replacement Hires | | | Heartland Total Comp. Increase | | | | | Heartland Salary Increase | | | | Heartland Health & Dental & Vision Increase | | | | Conference Array (ex. HCS) Total Comp. Mdpt. With Replacement Hires | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | | | | | | | | | | EEF | Annual | | EEF | Annual | | 2-yr CAGR | 3-yr CAGR | Annual | | 2-yr CAGR | 3-yr CAGR | Annual | | 2-yr CAGR | 3-yr CAGR | EEF | Annual | | 2-yr CAGR | 3-yr CAGR |
| 18-19 | HCS Supt. | $148,000 | $14,553.84 | $617.52 | $0.00 | $14,622.40 | $11,322.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $173,944.40 | $15,171.36 | $0.00 | $189,115.76 | - | - | - | - | | | | | | | | | | | | | | | | | | | | |
| 19-20 | HCS Supt. | $155,400 | $15,310.68 | $623.64 | $0.00 | $15,353.52 | $11,888.10 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $182,641.62 | $15,934.32 | $0.00 | $198,575.94 | - | - | - | - | - | - | - | - | $9,460 | 5.002% | - | - | $7,400 | 5.000% | - | - | $763 | 5.029% | - | - | - | - | - | - |
| 20-21 | HCS Supt. | $163,170 | $16,377.84 | $636.12 | $0.00 | $16,121.20 | $12,482.51 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $191,773.70 | $17,013.96 | $0.00 | $208,787.66 | - | - | - | - | - | - | - | - | $10,212 | 5.142% | 5.072% | - | $7,770 | 5.000% | 5.000% | - | $1,080 | 6.776% | 5.899% | - | - | - | - | - |
| 21-22 | HCS Supt. | $169,697 | $16,878.96 | $636.12 | $0.00 | $16,766.06 | $12,981.82 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $199,444.88 | $17,515.08 | $0.00 | $216,959.96 | 9 | 10 | 3 | 1 | - | - | - | - | $8,172 | 3.914% | 4.527% | 4.685% | $6,527 | 4.000% | 4.499% | 4.666% | $501 | 2.945% | 4.843% | 4.905% | - | - | - | - |
| 22-23 | HCS Supt. | $160,000 | $24,055.68 | $636.12 | $0.00 | $15,808.00 | $12,240.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $188,048.00 | $24,691.80 | $0.00 | $212,739.80 | 9 | 10 | 4 | 6 | 16.2 | $6,975 | 4.043% | 11.0 | - | - | - | - | - | - | - | - | - | - | - | - | 16.2 | $7,975 | 4.623% | - | - |
| 23-24 | HCS Supt. | $163,425 | $25,787.76 | $1,794.36 | $0.00 | $16,146.39 | $12,502.01 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $192,073.40 | $27,582.12 | $0.00 | $219,655.52 | 5 | 6 | 4 | 5 | 15.7 | $6,346 | 3.526% | 12.0 | $6,916 | 3.251% | - | - | $3,425 | 2.141% | - | - | $2,890 | 11.706% | - | - | 12.1 | $3,531 | 1.956% | 3.251% | - |
| 24-25 | HCS Supt. | $166,800 | $26,301.00 | $1,830.12 | $0.00 | $16,479.84 | $12,760.20 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $196,040.04 | $28,131.12 | $0.00 | $224,171.16 | 3 | 4 | 6 | 5 | 9.4 | $6,622 | 3.678% | 13.0 | $4,516 | 2.056% | 2.652% | - | $3,375 | 2.065% | 2.103% | - | $549 | 1.990% | 6.738% | - | 10.3 | $7,237 | 3.933% | 2.940% | 3.498% |
| 25-26 | HCS Supt. | $171,590 | $27,744.84 | $1,930.56 | $0.00 | $16,953.09 | $13,126.64 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $201,669.73 | $29,675.40 | $0.00 | $231,345.13 | 3 | 4 | 5 | 5 | 8.8 | $7,217 | 3.769% | 14.0 | $7,174 | 3.200% | 2.626% | 2.834% | $4,790 | 2.872% | 2.468% | 2.359% | $1,544 | 5.490% | 3.725% | 6.320% | 10.1 | $1,383 | 0.723% | 2.316% | 2.196% |
| 26-27 | HCS Supt. | $174,900 | $29,302.32 | $1,991.76 | $0.00 | $17,280.12 | $13,379.85 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $205,559.97 | $31,294.08 | $0.00 | $236,854.05 | 3 | 4 | 5 | 6 | 10.1 | $6,261 | 3.210% | 15.0 | $5,509 | 2.381% | 2.790% | 2.545% | $3,310 | 1.929% | 2.399% | 2.288% | $1,619 | 5.455% | 5.472% | 4.299% | | | | | |

| Year | Position | Salary | Health | Dental | Vision | NPERS | FICA | Other - LTD | Other - Life Ins | Other - Annuity | Other - 125 | Other - NPERS Addtl | Other - Other | Total Payroll | Total Health, Dental, Vision | Total Other | Total Comp. | Supt. Experience Rank (12) | EEF Rank (12) | Total Comp. Rank (12) | Salary Rank (12) | Conference Array (ex. HCS) Total Comp. Mdpt. Excluding Replacement Hires | | | Heartland Total Comp. Increase | | | | | Heartland Salary Increase | | | | Health & Dental & Vision Increase | | | | Conference Array (ex. HCS) Total Comp. Mdpt. With Replacement Hires | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | | | | | | | | | | EEF | Annual | | EEF | Annual | | 2-yr CAGR | 3-yr CAGR | Annual | | 2-yr CAGR | 3-yr CAGR | Annual | | 2-yr CAGR | 3-yr CAGR | EEF | Annual | | 2-yr CAGR | 3-yr CAGR |

## HEARTLAND COMMUNITY SCHOOLS
## 26-27 PRINCIPALS' COMPENSATION RECOMMENDATIONS

| | | Salary | Health | Dental | Vision | NPERS | FICA | LTD | Life Ins | Annuity | Total Payroll | Total Health, Dental, Vision | Total Other | Total Compensation | Total Compensation Increase | | | | Projected 26-27 SNC Rank Comparisons (out of 12) | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | | | Annual | | 2-yr CAGR | 3-yr CAGR | Experience Rank | Enrollment-Experience Factor Rank | Salary Rank | Total Compensation Rank |
| 26-27 | HCS PK-6 Principal | $118,958 | $21,822.72 | $706.08 | $0.00 | $11,753.05 | $9,100.29 | $0.00 | $0.00 | $0.00 | $139,811.34 | $22,528.80 | $0.00 | $162,340.14 | $5,481.01 | 3.494% | 4.127% | 4.154% | 3 | 4 | 2 | 4 |
| 26-27 | HCS 7-12 Principal | $135,151 | $29,302.32 | $706.08 | $0.00 | $13,352.92 | $10,339.05 | $0.00 | $0.00 | $0.00 | $158,842.97 | $30,008.40 | $0.00 | $188,851.37 | $5,713.91 | 3.120% | 3.264% | 3.577% | 2 | 3 | 2 | 1 |
| | | | | | | | | | | | | | | | $11,194.91 | 3.293% | | | | | | |

# HEARTLAND COMMUNITY SCHOOLS
# RECOMMENDED COMPENSATION INCREASE SUMMARY: CLASSIFED STAFF
# 26-27

## ALL CLASSIFIED STAFF

| All Groups | 26-27 | | |
|---|---|---|---|
| | Amount | Increase | |
| WAGES | $954,650.92 | $37,037.50 | 4.036% |
| FICA | $73,030.80 | $2,833.37 | 4.036% |
| RETIREMENT | $94,319.51 | $3,659.30 | 4.036% |
| INSURANCE | $187,917.41 | $11,702.53 | 6.64% |
| TOTALS | $1,309,918.64 | $55,232.70 | 4.402% |
| Employees(FTE) | 39.375 | | |
| Ave. Per Employee | $33,267.77 | $1,402.74 | 4.402% |

| All Groups. (ex. Foods) | 26-27 | | |
|---|---|---|---|
| | Amount | Increase | |
| WAGES | $842,552.32 | $31,529.50 | 3.888% |
| FICA | $64,455.25 | $2,412.01 | 3.888% |
| RETIREMENT | $83,244.17 | $3,115.11 | 3.888% |
| INSURANCE | $171,059.16 | $10,549.08 | 6.57% |
| TOTALS | $1,161,310.90 | $47,605.70 | 4.275% |
| Employees(FTE) | 35.250 | | |
| Ave. Per Employee | $32,944.99 | $1,350.52 | 4.275% |

| Office / Clerical | 26-27 | | |
|---|---|---|---|
| | Amount | Increase | |
| WAGES | $141,734.00 | $4,209.60 | 3.061% |
| FICA | $10,842.65 | $322.03 | 3.061% |
| RETIREMENT | $14,003.32 | $415.91 | 3.061% |
| INSURANCE | $50,197.92 | $2,922.96 | 6.18% |
| TOTALS | $216,777.89 | $7,870.50 | 3.767% |
| Employees(FTE) | 3.000 | | |
| Ave. Per Employee | $72,259.30 | $2,623.50 | 3.767% |

| Maintenance (Total) incl. P-T & seasonal | 26-27 | | |
|---|---|---|---|
| | Amount | Increase | |
| WAGES | $177,123.80 | $5,883.20 | 3.436% |
| FICA | $13,549.97 | $450.06 | 3.436% |
| RETIREMENT | $17,499.83 | $581.26 | 3.436% |
| INSURANCE | $30,008.40 | $1,579.20 | 5.55% |
| TOTALS | $238,182.00 | $8,493.72 | 3.698% |
| Employees(FTE) | 7.000 | | |
| Ave. Per Employee | $34,026.00 | $1,213.39 | 3.698% |

| Para | 26-27 | | |
|---|---|---|---|
| | Amount | Increase | |
| WAGES | $333,834.30 | $12,930.30 | 4.029% |
| FICA | $25,538.32 | $989.17 | 4.029% |
| RETIREMENT | $32,982.83 | $1,277.51 | 4.029% |
| INSURANCE | $90,852.84 | $6,046.92 | 7.13% |
| TOTALS | $483,208.29 | $21,243.90 | 4.599% |
| Employees(FTE) | 14.250 | | |
| Ave. Per Employee | $33,909.35 | $1,490.80 | 4.599% |

| Foods | 26-27 | | |
|---|---|---|---|
| | Amount | Increase | |
| WAGES | $112,098.60 | $5,508.00 | 5.167% |
| FICA | $8,575.54 | $421.36 | 5.167% |
| RETIREMENT | $11,075.34 | $544.19 | 5.167% |
| INSURANCE | $16,858.25 | $1,153.45 | 7.34% |
| TOTALS | $148,607.73 | $7,627.00 | 5.410% |
| Employees(FTE) | 4.125 | | |
| Ave. Per Employee | $36,026.12 | $1,848.97 | 5.410% |

| Transportation (Total) | 26-27 | | |
|---|---|---|---|
| | Amount | Increase | |
| WAGES | $174,160.22 | $7,905.90 | 4.755% |
| FICA | $13,323.26 | $604.80 | 4.755% |
| RETIREMENT | $17,207.03 | $781.10 | 4.755% |
| INSURANCE | $0.00 | $0.00 | - |
| TOTALS | $204,690.51 | $9,291.80 | 4.755% |
| Employees | 8.000 | | |
| Ave. Per Employee | $25,586.31 | $1,161.47 | 4.755% |

| DRIVERS - ROUTES | 26-27 | | |
|---|---|---|---|
| | Amount | Increase | |
| WAGES | $160,182.47 | $7,229.90 | 4.727% |
| FICA | $12,253.96 | $553.09 | 4.727% |
| RETIREMENT | $15,826.03 | $714.31 | 4.727% |
| INSURANCE | $0.00 | $0.00 | - |
| TOTALS | $188,262.46 | $8,497.30 | 4.727% |

## REGULARLY EMPLOYED CLASSIFIED STAFF

| All Groups | 26-27 | | |
|---|---|---|---|
| | Amount | Increase | |
| WAGES | $912,969.32 | $35,619.40 | 4.060% |
| FICA | $69,842.15 | $2,724.88 | 4.060% |
| RETIREMENT | $90,201.37 | $3,519.20 | 4.060% |
| INSURANCE | $187,917.41 | $11,702.53 | 6.64% |
| TOTALS | $1,260,930.25 | $53,566.01 | 4.437% |
| Employees(FTE) | 32.375 | | |
| Ave. Per Employee | $38,947.65 | $1,654.55 | 4.437% |

| All Groups. (ex. Foods) | 26-27 | | |
|---|---|---|---|
| | Amount | Increase | |
| WAGES | $800,870.72 | $30,111.40 | 3.907% |
| FICA | $61,266.61 | $2,303.52 | 3.907% |
| RETIREMENT | $79,126.03 | $2,975.01 | 3.907% |
| INSURANCE | $171,059.16 | $10,549.08 | 6.57% |
| TOTALS | $1,112,322.52 | $45,939.00 | 4.308% |
| Employees(FTE) | 28.250 | | |
| Ave. Per Employee | $39,374.25 | $1,626.16 | 4.308% |

| Office / Clerical | 26-27 | | |
|---|---|---|---|
| | Amount | Increase | |
| WAGES | $141,734.00 | $4,209.60 | 3.061% |
| FICA | $10,842.65 | $322.03 | 3.061% |
| RETIREMENT | $14,003.32 | $415.91 | 3.061% |
| INSURANCE | $50,197.92 | $2,922.96 | 6.18% |
| TOTALS | $216,777.89 | $7,870.50 | 3.767% |
| Employees(FTE) | 3.000 | | |
| Ave. Per Employee | $72,259.30 | $2,623.50 | 3.767% |

| Maintenance Regular | 26-27 | | |
|---|---|---|---|
| | Amount | Increase | |
| WAGES | $151,142.20 | $5,065.60 | 3.468% |
| FICA | $11,562.38 | $387.52 | 3.468% |
| RETIREMENT | $14,932.85 | $500.48 | 3.468% |
| INSURANCE | $30,008.40 | $1,579.20 | 5.55% |
| TOTALS | $207,645.83 | $7,532.80 | 3.764% |
| Employees(FTE) | 3.000 | | |
| Ave. Per Employee | $69,215.28 | $2,510.93 | 3.764% |

| Para | 26-27 | | |
|---|---|---|---|
| | Amount | Increase | |
| WAGES | $333,834.30 | $12,930.30 | 4.029% |
| FICA | $25,538.32 | $989.17 | 4.029% |
| RETIREMENT | $32,982.83 | $1,277.51 | 4.029% |
| INSURANCE | $90,852.84 | $6,046.92 | 7.13% |
| TOTALS | $483,208.29 | $21,243.90 | 4.599% |
| Employees(FTE) | 14.250 | | |
| Ave. Per Employee | $33,909.35 | $1,490.80 | 4.599% |

| Foods | 26-27 | | |
|---|---|---|---|
| | Amount | Increase | |
| WAGES | $112,098.60 | $5,508.00 | 5.167% |
| FICA | $8,575.54 | $421.36 | 5.167% |
| RETIREMENT | $11,075.34 | $544.19 | 5.167% |
| INSURANCE | $16,858.25 | $1,153.45 | 7.34% |
| TOTALS | $148,607.73 | $7,627.00 | 5.410% |
| Employees(FTE) | 4.125 | | |
| Ave. Per Employee | $36,026.12 | $1,848.97 | 5.410% |

| Transportation (Total) | 26-27 | | |
|---|---|---|---|
| | Amount | Increase | |
| WAGES | $174,160.22 | $7,905.90 | 4.755% |
| FICA | $13,323.26 | $604.80 | 4.755% |
| RETIREMENT | $17,207.03 | $781.10 | 4.755% |
| INSURANCE | $0.00 | $0.00 | - |
| TOTALS | $204,690.51 | $9,291.80 | 4.755% |
| Employees | 8.000 | | |
| Ave. Per Employee | $25,586.31 | $1,161.47 | 4.755% |

| DRIVERS - ACTIVIITES | 26-27 | | |
|---|---|---|---|
| | Amount | Increase | |
| WAGES | $13,977.75 | $676.00 | 5.082% |
| FICA | $1,069.30 | $51.71 | 5.082% |
| RETIREMENT | $1,381.00 | $66.79 | 5.082% |
| INSURANCE | $0.00 | $0.00 | - |
| TOTALS | $16,428.05 | $794.50 | 5.082% |

## PART-TIME EMPLOYED CLASSIFIED STAFF

| All Part-time & Seasonal (Maint & Comm Svcs) | 26-27 | | |
|---|---|---|---|
| | Amount | Increase | |
| WAGES | $41,681.60 | $1,418.10 | 3.522% |
| FICA | $3,188.64 | $108.48 | 3.522% |
| RETIREMENT | $4,118.14 | $140.11 | 3.522% |
| INSURANCE | $0.00 | $0.00 | - |
| TOTALS | $48,988.38 | $1,666.69 | 3.522% |
| Employees | 7.000 | | |
| Ave. Per Employee | $6,998.34 | $238.10 | 3.522% |

| Maintenance: P-T & seasonal | 26-27 | | |
|---|---|---|---|
| | Amount | Increase | |
| WAGES | $25,981.60 | $817.60 | 3.249% |
| FICA | $1,987.59 | $62.55 | 3.249% |
| RETIREMENT | $2,566.98 | $80.78 | 3.249% |
| INSURANCE | $0.00 | $0.00 | - |
| TOTALS | $30,536.17 | $960.93 | 3.249% |
| Employees | 4.000 | | |
| Ave. Per Employee | $7,634.04 | $240.23 | 3.249% |

| Community Services | 26-27 | | |
|---|---|---|---|
| | Amount | Increase | |
| WAGES | $15,700.00 | $600.50 | 3.977% |
| FICA | $1,201.05 | $45.94 | 3.977% |
| RETIREMENT | $1,551.16 | $59.33 | 3.977% |
| INSURANCE | $0.00 | $0.00 | - |
| TOTALS | $18,452.21 | $705.77 | 3.977% |
| Employees | 3.000 | | |
| Ave. Per Employee | $6,150.74 | $235.26 | 3.977% |

# HEARTLAND COMMUNITY SCHOOLS
# CLASSIFIED STAFF: INITIAL WAGE & SALARY PLACEMENT SCHEDULES
# 26-27

| 1 | |
|---|---|
| Para: Media / Clerical | |
| 1 | $13.59 |
| 2 | $14.34 |
| 3 | $15.09 |
| 4 | $15.84 |
| 5 | $16.59 |
| 6 | $17.34 |

| 2 | |
|---|---|
| Para: less than 1/2 regularly assigned one-on-one | |
| 1 | $14.59 |
| 2 | $15.34 |
| 3 | $16.09 |
| 4 | $16.84 |
| 5 | $17.59 |
| 6 | $18.34 |

| 3 | |
|---|---|
| Para: at least 1/2 regularly assigned one-on-one or a teaching certificate | |
| 1 | $16.84 |
| 2 | $17.59 |
| 3 | $18.34 |
| 4 | $19.09 |
| 5 | $19.84 |
| 6 | $20.59 |

| 4 | |
|---|---|
| Para-Educator: Intensive Needs | |
| 1 | $19.84 |
| 2 | $20.59 |
| 3 | $21.34 |
| 4 | $22.09 |
| 5 | $22.84 |
| 6 | $23.59 |

| 5 | |
|---|---|
| Maintenance / Transportation Director | |
| 1 | $58,901 |
| 2 | $61,552 |
| 3 | $64,321 |
| 4 | $67,216 |
| 5 | $70,241 |
| 6 | $73,401 |

| 6 | |
|---|---|
| Building & Grounds Assistant | |
| 1 | $18.03 |
| 2 | $18.44 |
| 3 | $18.85 |
| 4 | $19.27 |
| 5 | $19.71 |
| 6 | $20.15 |

| 7 | |
|---|---|
| Custodian: Days | |
| 1 | $14.00 |
| 2 | $14.32 |
| 3 | $14.64 |
| 4 | $14.97 |
| 5 | $15.30 |
| 6 | $15.65 |

| 8 | |
|---|---|
| Custodian: Nights | |
| 1 | $15.00 |
| 2 | $15.34 |
| 3 | $15.68 |
| 4 | $16.04 |
| 5 | $16.40 |
| 6 | $16.77 |

| 9 | |
|---|---|
| Foods Director | |
| 1 | $20.56 |
| 2 | $21.02 |
| 3 | $21.50 |
| 4 | $21.98 |
| 5 | $22.47 |
| 6 | $22.98 |

| 10 | |
|---|---|
| Asst. Lead Cook | |
| 1 | $15.77 |
| 2 | $16.12 |
| 3 | $16.49 |
| 4 | $16.86 |
| 5 | $17.24 |
| 6 | $17.63 |

| 11 | |
|---|---|
| Kitchen Aide / Cafeteria POS | |
| 1 | $13.95 |
| 2 | $14.26 |
| 3 | $14.58 |
| 4 | $14.91 |
| 5 | $15.25 |
| 6 | $15.59 |

| 12 | |
|---|---|
| Secretary / Administrative Assistant | |
| 1 | $21.98 |
| 2 | $22.47 |
| 3 | $22.98 |
| 4 | $23.50 |
| 5 | $24.03 |
| 6 | $24.57 |

| 13 | |
|---|---|
| Business Manager | |
| 1 | $61,363 |
| 2 | $64,124 |
| 3 | $67,010 |
| 4 | $70,025 |
| 5 | $73,177 |
| 6 | $76,469 |

| 14 | |
|---|---|
| Summer Employment | |
| Student | $11.42 |
| 2 | $13.70 |
| 3 | $14.30 |
| 4 | $14.90 |

| 15 | |
|---|---|
| Classified Substitutes | |
| Bldg. & Grnds | $13.50 |
| Kitchen | $13.50 |
| Para-Educator | $13.50 |

| 16 | | |
|---|---|---|
| Transportation | | |
| Route | Non-CDL | CDL |
| Reg. Routes | $44.75 | $49.23 |
| Pre-School | $44.75 | $49.23 |
| General Van Route | $36.49 | |
| JH Athletic Shuttle Van | $36.49 | |
| Geneva | $58.66 | |
| Milford | $76.42 | |
| York | $36.49 | |
| Activities Transport | $15.50 | Flat |
| | $0.30 | per Mile (round trip) |
| | $12.25 | per Hour (round trip) |

# HEARTLAND COMMUNITY SCHOOLS
# CLASSIFIED / SUPPORT STAFF EMPLOYEES
# 2026 - 2027

## Group: Office / Clerical

Paid Holidays: New Year's Day, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day

| Position | Wage Scale | Initial Placement | Type (Mx/Std) | Term | Pre-Employment Background Check | Sick Leave | | Cancellation Leave | Vacation (personal) | Holidays | Cancellation leave eligibility applies to hourly employees who are regularly employed on a daily basis. Cancellation leave may only be used for regularly established work hours that would have occured during scheduled days of service cancelled by the superintendent. Leave hours may not cause total daily hours to exceed those for a normal work day. Cancellation leave will be automatically utilized by the district on behalf of the employee, until it is exhausted, for each cancellation having an applicable, hourly equivalent of one hour or more. | Health & Dental Insurance | | | | | | Note | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | Annual | Acumm | Annual Maximum | Annual | Annual | | Compensated Deductible | Tiers | Sub-Group Rate | Annual District Contribution | Annual Employee Contribution | Opt-Out Wage Increment | | | | |
| Business Manager | 13 | At discretion of Supt. Barring extenuating circumstances, limited to Steps 1-5. | Salary (260) | 12 months | Required | 10 | (10)50 | - | 10 (15) | 7 | | $1,200 / $3,800 HSA dual-option | 1-4 | (-5%) | 100% | - | $5,907 | Insurance eligibility applies to employees who regularly work 30 or more hours a week. | Single Dental included with district's contribution for eligible employees. | Can buy (pay the difference) for higher tiers of covereage. | Opt-Out increment eligibility applies to employess who regularly work 30 or more hours a week, elect to opt out of insurance coverage, and provide proof of acceptable coverage on or before Sept. 1. |
| Secretary / Administrative Assistant | 12 | At discretion of Supt. Barring extenuating circumstances, limited to Steps 1-5. | Hourly (8/8) | 10+ months | Required | 5 | (3)30 | Lesser: 40 hours / Hourly Equivalent of 5 Regularly Scheduled Days | 3 | - | | $3,800 HSA | 1 | Standard | 100% | - | $1.35 | | | Can buy down (pay the difference) for a lower deductible plan offered to the group. Can buy (pay the difference) for higher tiers of covereage. | |

## Group: Maintenance

Paid Holidays: New Year's Day, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day

| Position | Wage Scale | Placement | Type (mx/std) | Term | Pre-Employment Background Check | Sick Leave | | Cancellation Leave | Vacation (personal) | Holidays | Cancellation leave eligibility applies to hourly employees who are regularly employed on a daily basis. Cancellation leave may only be used for regularly established work hours that would have occured during scheduled days of service cancelled by the superintendent. Leave hours may not cause total daily hours to exceed those for a normal work day. Cancellation leave will be automatically utilized by the district on behalf of the employee, until it is exhausted, for each cancellation having an applicable, hourly equivalent of one hour or more. | Health & Dental Insurance | | | | | | Note | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | Annual | Acumm | Annual Maximum | Annual | Annual | | Compensated Deductible | Tiers | Sub-Group | Annual District Contribution | Annual Employee Contribution | Opt-Out Wage Increment | | | | |
| Maintenance & Transportation Director | 5 | At discretion of Supt. | Salary (260) | 12 months | Required | 10 | (10)50 | - | 10 (15) | 7 | | $1,200 / $3,800 HSA dual-option | 1-4 | (-5%) | 100% | - | $5,907 | Insurance eligibility applies to employees who regularly work 30 or more hours a week. | Single Dental included with district's contribution for eligible employees. | Can buy (pay the difference) for higher tiers of covereage. | Opt-Out increment eligibility applies to employess who regularly work 30 or more hours a week, elect to opt out of insurance coverage, and provide proof of acceptable coverage on or before Sept. 1. |
| Maintenance Assistant | 6 | At discretion of Supt. | Hourly (8/8) | 12 months | Required | 10 | (10)50 | Lesser: 40 hours / Hourly Equivalent of 5 Regularly Scheduled Days | 10 (15) | 7 | | $1,200 / $3,800 HSA dual-option | 1-4 | (-5%) | 100% | - | $2.84 | | | | |

## Group: Para-Educator

| Position | Wage Scale | Initial Placement | Type (mx/std) | Term | Pre-Employment Background Check | Sick Leave | | Cancellation Leave | Vacation (personal) | Holidays | Cancellation leave eligibility applies to hourly employees who are regularly employed on a daily basis. Cancellation leave may only be used for regularly established work hours that would have occured during scheduled days of service cancelled by the superintendent. Leave hours may not cause total daily hours to exceed those for a normal work day. Cancellation leave will be automatically utilized by the district on behalf of the employee, until it is exhausted, for each cancellation having an applicable, hourly equivalent of one hour or more. | Health & Dental Insurance | | | | | | Note | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | Annual | Acumm | Annual Maximum | Annual | Annual | | Compensated Deductible | Tiers | Sub-Group | Annual District Contribution | Annual Employee Contribution | Opt-Out Wage Increment | | | | |
| Media / Clerical | 1 | At discretion of Supt. | Hourly (8/7.5) | 9+ months | Required | 5 | (3)30 | Lesser: 40 hours / Hourly Equivalent of 5 Regularly Scheduled Days | - | - | | $3,800 HSA | 1 | Standard | 100% | - | $1.35 | Insurance eligibility applies to employees who regularly work 30 or more hours a week. | Single Dental included with district's contribution for eligible employees. | Can buy down (pay the difference) for a lower deductible plan offered to the group. Can buy (pay the difference) for higher tiers of covereage. | Opt-Out increment eligibility applies to employess who regularly work 30 or more hours a week, elect to opt out of insurance coverage, and provide proof of acceptable coverage on or before Sept. 1. |
| Classroom: less than 1/2 time regularly assigned one-on-one student support | 2 | At discretion of Supt. | Hourly (8/7.5) | 9+ months | Required | 5 | (3)30 | Lesser: 40 hours / Hourly Equivalent of 5 Regularly Scheduled Days | - | - | | $3,800 HSA | 1 | Standard | 100% | - | $1.35 | | | | |
| Classroom: at least 1/2 time regularly assigned one-on-one student support; or teaching certificate | 3 | At discretion of Supt. | Hourly (8/7.5) | 9+ months | Required | 5 | (3)30 | Lesser: 40 hours / Hourly Equivalent of 5 Regularly Scheduled Days | - | - | | $3,800 HSA | 1 | Standard | 100% | - | $1.35 | | | | |
| Classroom: Intensive Needs | 4 | At discretion of Supt. | Hourly (8/7.5) | 9+ months | Required | 5 | (3)30 | Lesser: 40 hours / Hourly Equivalent of 5 Regularly Scheduled Days | - | - | | $3,800 HSA | 1 | Standard | 100% | - | $1.35 | | | | |

## Group: Foods

| Position | Wage Scale | Initial Placement | Type (mx/std) | Term | Pre-Employment Background Check | Sick Leave | | Cancellation Leave | Vacation (personal) | Holidays | Cancellation leave eligibility applies to hourly employees who are regularly employed on a daily basis. Cancellation leave may only be used for regularly established work hours that would have occured during scheduled days of service cancelled by the superintendent. Leave hours may not cause total daily hours to exceed those for a normal work day. Cancellation leave will be automatically utilized by the district on behalf of the employee, until it is exhausted, for each cancellation having an applicable, hourly equivalent of one hour or more. | Health & Dental Insurance | | | | | | Note | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | Annual | Acumm | Annual Maximum | Annual | Annual | | Compensated Deductible | Tiers | Sub-Group | Annual District Contribution | Annual Employee Contribution | Opt-Out Wage Increment | | | | |
| Foods Director | 9 | At discretion of Supt. | Hourly (8/8) | 9+ months | Required | 5 | (3)30 | Lesser: 40 hours / Hourly Equivalent of 5 Regularly Scheduled Days | - | - | | $3,800 HSA | 1 | Standard | 100% | - | $1.35 | Insurance eligibility applies to employees who regularly work 30 or more hours a week. | Single Dental included with district's contribution for eligible employees. | Can buy down (pay the difference) for a lower deductible plan offered to the group. Can buy (pay the difference) for higher tiers of covereage. | Opt-Out increment eligibility applies to employess who regularly work 30 or more hours a week, elect to opt out of insurance coverage, and provide proof of acceptable coverage on or before Sept. 1. |
| Lead Cook | 10 | At discretion of Supt. | Hourly (8/8) | 9+ months | Required | 5 | (3)30 | Lesser: 40 hours / Hourly Equivalent of 5 Regularly Scheduled Days | - | - | | $3,800 HSA | 1 | Standard | 100% | - | $1.35 | | | | |
| Kitchen Aide / Cook / Point Of Sale | 11 | At discretion of Supt. | Hourly (8/6) | 9+ months | Required | 5 | (3)30 | Lesser: 40 hours / Hourly Equivalent of 5 Regularly Scheduled Days | - | - | | $3,800 HSA | 1 | Standard | 100% | - | $1.35 | | | | |

## Group: Drivers

| Position | Wage Scale | Initial Placement | Type (mx/std) | Term | Pre-Employment Background Check | Sick Leave | | Cancellation Leave | Vacation (personal) | Holidays | Cancellation leave applies to all drivers scheduled to drive a scheduled, regular route in instances where such route was not driven/provided due to a cancellation of school or a temporary suspension of the route by the superintendent. | Health & Dental Insurance | | | | | | Note | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | Annual | Acumm | Annual Maximum | Annual | Annual | | Compensated Deductible | Tiers | Sub-Group | Annual District Contribution | Annual Employee Contribution | Opt-Out Wage Increment | | | | |
| Driver | 16 | Routes As Assigned | Per Assigned Route | 9+ months | Required | - | - | All Scheduled Regular AM/PM Routes | - | - | | - | - | - | - | - | - | - | - | - | - |

CLARK & ENERSEN

Architecture \ Engineering \ Interior Design \ Landscape Architecture \ Planning

**PROJECT MANUAL – FINAL REVIEW SET**

Heartland Community Schools
East Playground
Henderson, Nebraska

April 9, 2026

Clark & Enersen Project No.: 380-001-21

**Clark & Enersen, Inc.**
**Architecture Contact: Tim Ripp**
**Engineering Contact: TJ Schirmer**
**1010 Lincoln Mall, Suite 200**
**Lincoln, NE 68508**
**COA No. CA0029AE**

**Note that this information is being provided as required by state statues for an organization.**
**The individual in responsible charge for design is designated by the professional stamps on individual drawings.**
**Please follow information in the Project Manual for submitting questions during bidding or construction.**

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## DIVISION 32 - EXTERIOR IMPROVEMENTS


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- 32 13 13 Concrete Paving
- 32 18 13 Synthetic Turf System Surfacing
- 32 31 13 Chain Link Fences and Gates
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## DIVISION 33 - UTILITIES


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END OF SECTION 00 00 03

**INVITATION TO BID**
**EAST PLAYGROUND PROJECT**
**HEARTLAND COMMUNITY SCHOOLS**

1. **PROJECT INFORMATION**. York County School District No. 93-0096, commonly known as Heartland Community Schools (the "School District"), is requesting bids from qualified individuals or entities for a playground project at School District's school site. The project location is Heartland Community Schools, 1501 Front St., Henderson, NE 68371. Limited access to the project site will begin during the week of May 11, 2026, with full access to the site beginning on or about May 21, 2026. Substantial completion must be achieved by August 7, 2026.

2. **PRE-BID CONFERENCE.** All Bidders are invited to attend a pre-bid conference on April 21, 2026, at 1:30 pm local time at Heartland Community Schools, 1501 Front St., Henderson, NE 68371, to familiarize themselves with the site conditions, bidding requirements, General/Supplementary Conditions of Construction, and to ensure comprehension of the specifications. Architect will provide responses to bidders' questions posed at Pre-Bid Conference by Addendum.

3. **BID SUBMISSION AND OPENING.** Bids must be made on the bid form contained in the Bidding Documents. One (1) completed copy of the bid form, signed by the bidder, shall be addressed and delivered to Heartland Community Schools, Attn: Superintendent, 1501 Front St., Henderson, NE 68371. Bids will be received until 1:30 pm local time on May 7, 2026, at which time they will be opened publicly and simultaneously in the presence of bidders and/or their representatives. E-mail, facsimile, electronic, or telephone bids are not allowed. Any bid received after the deadline will not be opened or considered, and will be returned to bidder.

4. **AWARDING OF BID.** The bid will be awarded to the lowest responsible, responsive bidder. The winning bid shall be announced by the Board of Education at its meeting to be held on or about May 11, 2026, or at such other meeting determined by the Board.

5. **BIDDING DOCUMENTS AND BID INSTRUCTIONS**. On and after April 15, 2026, the Bidding Documents and bid instructions may be obtained as follows:

    a. **PDF Documents.** Register and obtain by emailing planroom@clarkenersen.com. Only complete sets of documents will be issued.

    b. **Viewing Procurement and Contracting Documents.** Examine at the locations below:

        i. Lincoln Builder's Bureau, 5910 South 58th Street, Lincoln, NE 68516

ii. F.W. Dodge Corporation, 2507 Ingersoll Avenue, Des Moines, IA 50312
iii. Omaha Builder's Exchange, 4159 South 94th, Omaha, NE 68127
iv. Grand Island Plan Service, 309 West 2nd Street, Grand Island, NE 68801
v. Kearney Builder's Bureau, 1007 2nd Avenue, Kearney, NE 68847
vi. Hastings Builder's Bureau, 301 South Burlington Avenue, Hastings, NE 68901
vii. Central Nebraska Plan Service, 4006 West Redwood Road, North Platte, NE 69103
viii. Sioux City Construction League, 3900 Stadium Drive, Sioux City, IA 51106
ix. Reed Construction Data, 30 Technology Parkway South, Suite 100, Norcross, GA 30092
x. Aberdeen Builder's Exchange, 302 N Jackson St, Aberdeen, SD 57401
xi. Plains Builders Exchange, 220 N Kiwanis Ave Unit 1, Sioux Falls, SD 57104
xii. Sioux Falls Builders Exchange, 1418 N C Ave, Sioux Falls, SD 57104

c. **Plan Room Website:** www.clarkenersen.com/plan-room
   i. Click on project title to view/download the following:
      1. Plan Holders List
      2. Addenda
         a. Registered plan holders will still automatically receive Addenda via email.

6. **INQUIRIES.** All questions, inquiries, or requests for clarification or site inspection should be submitted in writing to planroom@clarkenersen.com.

**INSTRUCTIONS TO BIDDERS**
**EAST PLAYGROUND PROJECT**
**HEARTLAND COMMUNITY SCHOOLS**

1. **PROJECT INFORMATION**. York County School District No. 93-0096, commonly known as Heartland Community Schools (the "School District"), is requesting bids from qualified individuals or entities for a playground project at School District's school site.

   A. **Scope and Nature.** Among other components, the project consists of construction of new playground facilities, including related infrastructure and/or improvements, as shown in more detail in the plans, drawings, and specifications prepared by Architect Clark & Enersen.

   B. **Site**. Heartland Community Schools, 1501 Front St., Henderson, NE 68371.

   C. **Schedule**.

      (1) Limited Access to Project Site: Week of May 11, 2026

      (2) Full Access to Project Site: On or about May 21, 2026

      (3) Substantial Completion: August 7, 2026

The Bidder must, at its expense: provide all labor, materials, tools, and equipment for the project; secure all permits, licenses, and consents required by law or necessary to perform the work; and give all notices and pay all fees and otherwise comply with all applicable city, county, state, and federal laws, ordinances, and rules pertaining to such work.

2. **DEFINITIONS**.

   A. Bidding Documents include the advertisement or invitation to bid; these Instructions to Bidders (and any supplementary instructions); the bid form and any other bidding forms; the unexecuted form of Standard Abbreviated Form of Agreement Between Owner and Contractor (AIA A104-2017), as amended; the Project Manual; and any Drawings, Specifications, Addenda, and all other documents listed in these Instructions to Bidder.

   B. Definitions set forth in other Proposed Contract Documents apply to the Bidding Documents.

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

D. 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.

E. The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Base Bid Work described in the Bidding Documents.

F. The Alternate Bid (or Alternate) is the sum stated in the Bid for which the Bidder offers to perform the Work reflected for the Alternate in the Bidding Documents. On this project, the Alternate Work is in lieu of the Base Bid Work in the same locations. A Bidder may submit a Bid for the Base Bid, for the Alternative Bid, or both. A submission for the Base Bid is not required in order to submit an Alternate Bid. Notwithstanding the foregoing, all Bids must include all work where no alternatives are shown (e.g., coping, etc.).

G. 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.

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

3. **BIDDER'S REPRESENTATIONS AND NOTICE**. By submitting a bid, the Bidder represents and agrees that:

A. The Bidder has read and understands the Bidding Documents;

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

C. The Bid complies with the Bidding Documents;

D. 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 listed above;

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

F. The Bidder has read and understands the provisions set forth in the Bidding Documents, including without limitation the AIA A104-2017, as amended by the School District;

G. The Bidder waives any claim it has, or may have, against the School District and its agents or representatives, and their respective

employees, arising out of, or in connection with, the administration, evaluation, or recommendation of any bid; waiver of any requirements under the bid documents or the contract documents; acceptance or rejection of any bids; and award of the contract; and

H. The Bidder, and any subcontractor, is not currently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from submitting bids to any State or Federal department or agency or any political subdivision of the State of Nebraska.

4. **BIDDING DOCUMENTS**.

A. Bidders must obtain and use complete Bidding Documents when preparing Bids. Neither the School District nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents. The Bidding Documents may be obtained as follows:

(1) PDF Documents. Register and obtain by emailing planroom@clarkenersen.com. Only complete sets of documents will be issued.

(2) Viewing Procurement and Contracting Documents. Examine at the locations below:

a. Lincoln Builder's Bureau, 5910 South 58th Street, Lincoln, NE 68516
b. F.W. Dodge Corporation, 2507 Ingersoll Avenue, Des Moines, IA 50312
c. Omaha Builder's Exchange, 4159 South 94th, Omaha, NE 68127
d. Grand Island Plan Service, 309 West 2nd Street, Grand Island, NE 68801
e. Kearney Builder's Bureau, 1007 2nd Avenue, Kearney, NE 68847
f. Hastings Builder's Bureau, 301 South Burlington Avenue, Hastings, NE 68901
g. Central Nebraska Plan Service, 4006 West Redwood Road, North Platte, NE 69103
h. Sioux City Construction League, 3900 Stadium Drive, Sioux City, IA 51106
i. Reed Construction Data, 30 Technology Parkway South, Suite 100, Norcross, GA 30092
j. Aberdeen Builder's Exchange, 302 N Jackson St, Aberdeen, SD 57401
k. Plains Builders Exchange, 220 N Kiwanis Ave Unit 1, Sioux Falls, SD 57104

l. Sioux Falls Builders Exchange, 1418 N C Ave, Sioux Falls, SD 57104

(3) **Plan Room Website:** www.clarkenersen.com/plan-room

a. Click on project title to view/download the following:

a. Plan Holders List

b. Addenda

i. Registered plan holders will still automatically receive Addenda via email.

B. Requests for clarification or interpretation of the Bidding Documents must be submitted by the Bidder in writing to the Architect at planroom@clarkenersen.com, and shall be received by the Architect at least seven days prior to the date for receipt of Bids.

C. Modifications and interpretations of the Bidding Documents will 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.

D. Addenda will be transmitted to Bidders known by the School District to have received complete Bidding Documents.

E. Addenda will be available from the School District.

F. Addenda generally will be issued no later than three days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

G. 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.

H. **Substitution of Materials**. All materials shall be of the very best grade of standard manufacture and first class in every respect. Every brand mentioned in specifications is intended to represent quality and type of materials which will be demanded. It is not the intent to limit materials, equipment, or fixtures to any one manufacturer. Where a definite material, equipment or fixture has been shown or specified, it has been done to set a definite standard and a reference in comparison. If, for any reason, the Bidder should desire to furnish and install substitute materials, equipment or fixtures, it may submit to the School District a list of the same which it proposes to furnish. The opinion of the School District and/or the School District's representative shall be sole and final judge as to the suitability or equality of substituted items.

5. **BIDDING PROCEDURES**.

A. **Preparation of Bids**.

(1) Bids must be submitted on the forms included with or identified in the Bidding Documents.

(2) All blanks on the bid form shall be legibly completed. Paper bid forms must be executed in a non-erasable medium.

(3) Sums must be expressed in numbers unless noted otherwise on the bid form.

(4) Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

(5) All requested Alternates, if any, must be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

(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.

(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 must provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid must be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation must further name the state of incorporation.

(8) A Bidder shall incur all costs associated with the preparation of its Bid.

B. **Bid Security**. The Bidder must submit a bid security on or before the bid submittal deadline in the amount of 5% of the bid amount in the form of a cashier's check, certified check, or bid bond. Bidder pledges that it will enter into a contract with the School District on the terms stated in the bid and will furnish the required bonds covering the faithful performance of the contract and payment of all obligations thereunder. Bidder acknowledges that the damages the School District would incur in the event the Bidder refuses to enter into a contract or fails to furnish such bonds are difficult to determine and are indefinite and uncertain. Therefore, the failure or refusal to enter into a contract or to furnish the

required bond(s) shall result in the forfeiture of the bid security as liquidated damages.

C. **Bid Submission**.

(1) Bids must be made on the bid form enclosed. One (1) completed copy of the bid form, signed by the bidder, shall be addressed and delivered to Heartland Community Schools, Attn: Superintendent, 1501 Front St., Henderson, NE 68371. E-mail, facsimile, electronic, or telephone bids will not be accepted.

(2) The lower left corner of the sealed envelope should read as follows:

BID ENCLOSED
East Playground Project
Heartland Community Schools

(3) Bids will be received until 1:30 pm local time on May 7, 2026.

(4) Any bid received after that time and date will not be opened or considered, and will be returned to the bidder.

(5) The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

D. **Modification or Withdrawal of Bids**.

(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 Superintendent of the Schools. Such notice will be received and duly recorded by the Superintendent on or before the date and time set for receipt of Bids. The Superintendent will 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.

(2) Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

(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 School District of such error within two days or as otherwise required by law. Upon providing evidence of such error to the

reasonable satisfaction of the School District, the Bid shall be withdrawn if allowed by the School District.

(4) Except as otherwise provided by these Instructions, no bid may be withdrawn for a period of thirty (30) days following the opening of Bids.

6. **PRE-BID CONFERENCE.** All Bidders are invited to attend a pre-bid conference on April 21, 2026, at 1:30 pm local time at Heartland Community Schools, 1501 Front St., Henderson, NE 68371, to familiarize themselves with the site conditions, bidding requirements, General/Supplementary Conditions of Construction, and to ensure comprehension of the specifications. Architect will provide responses to bidders' questions posed at Pre-Bid Conference by Addendum.

7. **CONSIDERATION OF BIDS**.

A. **Opening of Bids**. Bids will be opened publicly and simultaneously in the presence of bidders and/or their representatives beginning at 1:30 pm local time on May 7, 2026, or as soon as possible thereafter, at Heartland Community Schools, 1501 Front St., Henderson, NE 68371.

B. **Awarding of Bid**. The Bid will be awarded to the lowest responsible, responsive bidder. The winning Bid shall be announced by the Board of Education at its meeting to be held on or about May 11, 2026, or at such other meeting determined by the Board.

C. Bidders that fail to respond to any request for information or samples, whether written or verbal, may be deemed non-responsive and their bids may not be considered for the award.

D. **Contact with Bidders**. The School District reserves the right to conduct discussions with any or all invited Bidders for the purpose of clarification and modification. Discussion and negotiation may include, but is not limited to, the scope of the work, delivery schedule, and pricing.

E. **Preference for Resident Bidder**. In accordance with NEB. REV. STAT. § 73-101.01, a resident Bidder shall be allowed a preference over a nonresident Bidder from a state which gives or requires a preference to Bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident Bidder.

F. **Qualification of Bidders**. The School District may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the School District all such information and data for this purpose as the School District may request. The School District reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to

satisfy the School District that such Bidder is properly qualified to carry out the obligations of the plans or specifications and to complete the work contemplated therein.

G. **Disqualification of Bidders**. Bidders may be disqualified and their bids disregarded for reasons which include but are not limited to the following:

(1) The School District has reason to believe that Bidder has engaged in collusion.

(2) The Bidder being interested in any litigation against the School District.

(3) The Bidder is in arrears on any existing contract or has defaulted on a previous contract.

(4) The Bidder has uncompleted work which, in the judgment of the School District, will prevent or hinder the prompt completion of this construction project, if it were awarded to the Bidder.

(5) The Bidder has not been in the business for at least five years.

H. Unless otherwise prohibited by law, the School District may 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.

I. Any work subcontracted by the Bidder is to be awarded by competitive bidding unless otherwise agreed by the School District in writing.

J. **Rejection Bids and Waiver of Informalities**. The School District reserves the right (a) to terminate the bid process at any time; (b) to reject any or all bids; and (c) to waive formalities and minor irregularities in the bids received. The School District further reserves the right to conduct a pre-award survey of any firm or individual under consideration to confirm any of the furnished information or to require other evidence of managerial, financial, technical and other capabilities, the positive establishment of which is determined by the School District to be necessary for the successful performance of the contract. The School District further reserves the right to cancel or amend the invitation to bid at any time and will notify all recipients accordingly.

8. **SALES AND USE TAX EXEMPTION.** The School District is exempt from any sales and use tax. *See* 316 NEB. ADMIN. CODE § 1-092.01. Bids shall not include, and the School District will not pay, any sales or use tax on this Project. The School District will provide the successful bidder with applicable sales tax exemption certificates upon written request.

9. **BONDS AND INSURANCE**.

A. To secure the faithful performance of the work and to satisfy all of Bidder's payment obligations that arise on the project, the successful Bidder will be required to provide a payment bond in an amount not less than 100% of the Contract Sum through a corporate surety company, conditioned for the payment of all laborers and mechanics for labor that is performed and for the payment for material and equipment rental which is actually used or rented in the performance of the Contract.

B. The successful Bidder will also be required to provide a performance bond in an amount not less than 100% of the Contract Sum through a corporate surety company.

C. The Contractor shall procure and maintain Commercial General Liability, Business Automobile Liability, Workers' Compensation Insurance, Employers' Liability Insurance, Commercial Umbrella/Excess Liability Insurance, Professional Liability Insurance, Pollution Liability Insurance, and any other insurance and in the amounts required by law or the Contract Documents.

D. The cost of such bonds and insurance must be included in the Bid.

E. **Time of Delivery and Form of Bonds**.

(1) The Bidder must deliver the required bonds to the School District not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder must, prior to commencement of the Work, submit evidence satisfactory to the School District that such bonds will be furnished and delivered as required by these Instructions.

(2) The terms of the performance bond shall be substantially identical to those in the attached AIA A312-2010 Performance Bond as amended by the School District.

(3) The terms of the payment bond shall be substantially identical to those in the attached AIA A312-2010 Payment Bond as amended by the School District and in compliance with NEB. REV. STAT. §§ 52-118 to 118.02.

(4) The bonds shall be dated on or after the date of the Contract.

(5) 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.

10. **REQUIREMENT OF WRITTEN CONTRACT.** The terms and conditions of the contract shall be as provided in the attached Standard Abbreviated Form of Agreement Between Owner and Contractor (AIA A104-2017), as amended. Any proposed changes or modifications to the Contract Documents (other than insertions into contract blanks) must be presented in the Bid and will be taken into account during the selection process. Any Bidder who fails to submit any such changes or modifications with its bid waives the right to request changes in the Contract Documents after the Bid award.

11. **POST-BID INFORMATION**.

A. 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 School District:

(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.

B. The Bidder will be required to establish to the satisfaction of the Architect and/or School District the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

C. Prior to the execution of the Contract, the Architect or School District will notify the Bidder if either the School District or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the School District 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 School District may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

D. Persons and entities proposed by the Bidder and to whom the School District 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 School District and Architect.

12. **INQUIRIES**. Submit all questions, inquiries, or requests for clarification or site inspection in writing to the Architect at planroom@clarkenersen.com.

**BID FORM**
EAST PLAYGROUND PROJECT
HEARTLAND COMMUNITY SCHOOLS

The undersigned bidder hereby agrees to furnish all labor, materials, tools, equipment, services, transportation, supervision, expertise, permits, licenses, notices, fees, and miscellaneous expenses required to complete the Work indicated in the Bidding Documents and proposed Contract Documents, subject to all addenda officially issued prior to bidding, for the following sum for the sum:

Total Lump Sum Base Bid: $_____

_____Dollars
(Amount shown in both numerals and words. In case of discrepancy, words shall govern.)

**Addenda:**
Acknowledge receipt of Addenda No. _____,_____,_____,

Date _____,_____,_____,

And have included the provisions of these Addenda, if any, in my bid. Initials_____

**Voluntary Substitutions**

| Products | Manufacturer | Adjustment in Bid |
|---|---|---|
| _____ | _____ | add / deduct $_____ |
| _____ | _____ | add / deduct $_____ |

By signing below, Bidder agrees to substantially complete the entire project no later than August 7, 2026.

Bidder:_____
(Company)

By:_____ Date:_____
(Signature)

Name:_____ Phone #:_____

Email Address:_____

# DOCUMENT 00 72 00 – GENERAL CONDITIONS

## 1.1 GENERAL CONDITIONS

A. A sample version of AIA Document A104-2017, Standard Abbreviated Form of Agreement between Owner/Contractor, is hereby incorporated into the project manual as appended to this document.

B. A sample version of AIA Document A312-2010, Payment Bond, is hereby incorporated into the project manual as appended to this document.

C. A sample version of AIA Document A312-2010, Performance Bond, is hereby incorporated into the project manual as appended to this document.

D. A Sample version of AIA Document C106-2013, Digital Data Licensing Agreement, is hereby incorporated into the project manual as appended to this document.

END OF DOCUMENT 00 72 00

# AIA® Document A104® – 2017

## *Standard Abbreviated Form of Agreement Between Owner and Contractor*

**AGREEMENT** made as of the 11th day of May in the year 2026

**BETWEEN** the Owner:

York County School District No. 93-0096, c/k/a
Heartland Community Schools
1501 Front St.
Henderson, NE 68371
Attn: Superintendent Jeremy Klein
(402) 723-4434
jklein@heartlandschools.net

and the Contractor:

TBD

for the following Project:

East Playground Project
Heartland Community Schools
1501 Front St.
Henderson, NE 68371

The Architect:

Clark & Enersen, Inc.
1010 Lincoln Mall, Suite 200
Lincoln, NE 68508
Attn: Tim Ripp, AIA
(402) 477-9291
tim.ripp@clarkenersen.com

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.

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## ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents listed in Article 6 of this Agreement or reasonably inferable by the Contractor from the Contract Documents as necessary to produce the results intended by 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 the date of this Agreement.

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


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**User Notes:** (69d69b945f1b2d23ced16139)

**§ 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 by the following date: August 7, 2026.

**§ 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** The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that the Owner has entered into, or will enter into, binding agreements demising all or part of the premises where the Work is to be completed based upon the Contractor's achieving Substantial Completion of the Work within the Contract Time including without limitations its obligations to provide classrooms for students. The Contractor further acknowledges and agrees that if the Contractor fails to complete substantially or cause the Substantial Completion of any portion of the Work within the Contract Time, the Owner will sustain extensive damages and serious loss as a result of such failure.

## ARTICLE 3 CONTRACT SUM

**§ 3.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's proper performance of the Contract and completion of the Work. The Contract Sum, including without limitation general conditions and the Contractor's overhead and profit, shall be a lump sum in the amount of $_____.

**§ 3.2** The Contract Sum includes the following allowance(s):
*(Identify each allowance.)*

| Item | Price |
|---|---|
| Contingency Allowance | $25,000.00 |

## ARTICLE 4 PAYMENT

**§ 4.1 Progress Payments**

**§ 4.1.1** Based upon Applications for Payment (including all supporting documentation) submitted to the Owner and 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. In addition to other required items, each Application for Payment shall be accompanied by the following, all in form and substance satisfactory to the Owner and in compliance with applicable statutes of the State of Nebraska:

(i) A current Sworn Statement from the Contractor setting forth all Subcontractors and any material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the application for payment, and the amount to be paid to the Contractor from such progress payment.

(ii) Such other information, documentation, and materials as the Owner, the Architect, or the title insurer may require.

**§ 4.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

**§ 4.1.3** Payments are due and payable thirty (30) days following the Contractor's presentation to the Owner of an Application for Payment that is approved and signed by the Architect, provided that such Architect-approved Application for Payment is received by the Owner in time to be included in the board packet for the next regularly scheduled board meeting and such board meeting actually occurs. Any payment not made within twenty (20) days following the next regularly scheduled meeting that actually occurs after the Architect-approved Application for Payment is timely received by the Owner shall bear interest at the rate of twelve (12) percent per annum.

**§ 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: 10%.

If the Work from which retainage is withheld is fifty percent complete and if the Contractor has performed Work in accordance with the provisions of the Contract Documents, no more than five percent (5%) of any additional progress payment may be withheld as retainage if the Contractor provides or has provided satisfactory and reasonable assurances of continued performance and financial responsibility to complete the Work. Except as provided otherwise herein, the Owner shall have the option, but not the obligation, to reduce the retainage requirements of this Agreement or release any portion of retainage prior to the date specified in the Contract Documents. Any reduction or release of retainage, or portion thereof, however, shall not be a waiver of (i) any of the Owner's rights to retainage in connection with other payments to the Contractor or (ii) any other right or remedy that the Owner has under the Contract Documents, at law, or in equity.

**§ 4.1.5** Payments due and unpaid under the Contract shall bear 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 agreed upon, if any.)*

Twelve Percent (12 %) 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 is due and payable thirty (30) days following the Owner's receipt from Architect of the final Certificate for Payment, provided that such Architect-approved Certificate for Payment is received by the Owner in time to be included in the board packet for the next regularly scheduled board meeting and such board meeting actually occurs. Any finally payment not made within twenty (20) days following the next regularly scheduled meeting that actually occurs after the Architect-approved Certificate for Payment is timely received by the Owner shall bear interest at the rate of twelve (12) percent per annum.

## ARTICLE 5 DISPUTE RESOLUTION

**§ 5.1 Binding Dispute Resolution and Choice of Forum**

All disputes relating to this Agreement shall be resolved pursuant litigation. Mandatory and exclusive venue for any disputes shall be in the appropriate state or federal court for the county in which the Project is located. Any action between the Owner and the Contractor concerning causes of action arising from or related to the Contract must be brought solely and exclusively in the appropriate state or federal trial court for the county in which the Project is located; and the Owner and the Contractor hereby waive any objection to the jurisdiction of such courts over causes of action arising from or related to this Agreement, including but not limited to objections on the basis of lack of personal jurisdiction, improper venue, or forum non conveniens. Nothing herein shall preclude the Parties, if they so choose, from resolving any disputes arising from this Contract via negotiated settlement or voluntary mediation.

## 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** Intentionally deleted.

**§ 6.1.3** The Supplementary and other Conditions of the Contract:

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| Document | Title | Date | Pages |
|---|---|---|---|

**§ 6.1.4** The Specifications:

Specifications prepared by Clark & Enersen.

| Section | Title | Date | Pages |
|---|---|---|---|

**§ 6.1.5** The Drawings:

Drawings prepared by Clark & Enersen.

| 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:

**.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. In the event of inconsistencies within or between parts of the Contract Documents, or between the contract Documents and applicable standards, codes, and ordinances, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Architect's interpretation. The terms and conditions of this Section 7.1, however, shall not relieve the Contractor of any of the obligations set forth in Sections 9.1 and 9.6.

### § 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

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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, except as otherwise provided in any agreement between the Owner and the Architect. 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 protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

**§ 7.7** Intentionally deleted.

**§ 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 by email

to the Owner at: Jeremy Klein, Superintendent
Heartland Community Schools
1501 Front St.
Henderson, NE 68371
jklein@heartlandschools.net

with a copy to: Coady H. Pruett, Owner's Legal Counsel
KSB School Law, PC, LLO
206 S. 13th St., Suite 1100
Lincoln, NE 68508
coady@ksbschoollaw.com

to the Contractor at: TBD

and to the Architect at: Tim Ripp, AIA

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Clark & Enersen
1010 Lincoln Mall, Suite 200
Lincoln, Nebraska 68508
tim.ripp@clarkenersen.com

**§ 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**

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. 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.

**§ 8.4 Extent of the Owner Rights**

**§ 8.4.1** The rights stated in this Article 8 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (i) granted in the Contract Documents, (ii) at law, or (iii) in equity.

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**§ 8.4.2** In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

## 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. Prior to execution of the Agreement, the Contractor and each Subcontractor shall have evaluated and satisfied themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools, and equipment, and (v) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in Section 17.2.1, the Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of this Section 9.1.1.

**§ 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. The exactness of grades, elevations, dimensions, or locations given on any Drawings issued by the Architect, or the work installed by other contractors, is not guaranteed by the Architect or the Owner. The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions, and locations. In all cases of interconnection of its Work with existing or other work, the Contractor shall verify at the site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, dimensions, or locations shall be promptly rectified by the Contractor without any additional cost to the Owner.

**§ 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

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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. The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

**§ 9.5 Taxes**

The Owner is exempt from any sales and use tax. *See* 316 NEB. ADMIN. CODE § 1-092.01. The Contract Sum shall not include, and the Owner will not pay, any sales or use tax on this Project. The Owner will provide the Contractor with applicable sales tax exemption documentation upon written request.

**§ 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. Allowance amounts shall include the Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses.

**§ 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 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

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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 defend, indemnify, and hold harmless the Owner, Architect, Architect's consultants, and its officers, board members, consultants, agents, employees and representatives of any of them (collectively, the "Indemnitees") from and against any and all claims, demands, damages, losses, expenses, lawsuits, actions, cross-claims, counterclaims, third-party actions, liens, damages, debts, obligations, exemplary damages, consequential damages, punitive damages, liabilities, judgments, and causes of action, including but not limited to attorneys' fees and expenses, that arise out of, are related to, or are in connection with the Contract, the Work, the Contractor's performance hereunder, and/or the Contractor's conduct at or related to the Work or the Owner's property (hereinafter "Indemnity Claims"), provided that any such Indemnity Claim is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of the same, but only to the extent caused by the intentional, reckless, or negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or

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indirectly employed by them, or anyone for whose acts they may be liable. 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. Notwithstanding the foregoing, the Contractor's obligations in this section 9.15.1 specifically except any obligation to hold harmless, defend, or indemnify the Indemnitees against any Indemnity Claim solely caused by the Owner's own negligent or reckless conduct.

**§ 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** Intentionally deleted.

**§ 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.

## 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

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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.

**§ 11.4** All subcontracts shall be in writing in form and substance substantially similar to the Contractor's standard form subcontract and shall specifically provide that the Owner is an intended third-party beneficiary of such subcontract.

## 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

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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. No adjustment in the Contract Time or Contract Sum shall be permitted, however, in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or that reasonably should have been disclosed by the Contractor's (i) prior inspections, tests, reviews, and preconstruction services for the Project, or (ii) inspections, tests, reviews, and preconstruction services that the Contractor had the opportunity to make or should have performed in connection with the Project.

**§ 13.5** Except as permitted in Section 13.1, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by an alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

**§ 13.6** Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

## 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 may be extended by Change Order to the extent such delay will prevent the Contractor from achieving Substantial Completion within the Contract Time and if the performance of the Work is not, was not, or would not have been delayed by any other cause for which the Contractor is not entitled to an extension in the Contract Time under the Contract Documents. The Contractor further acknowledges and agrees that adjustments in the Contract Time will be permitted for a delay only to the extent such delay (i) is not caused, or could not have been anticipated, by the Contractor, (ii) could not be limited or avoided by the Contractor's timely notice to the Owner of the delay or reasonable likelihood that a delay will occur, and (iii) is of a duration not less than one (1) day.

**§ 14.6** Notwithstanding anything to the contrary in the Contract Documents, an extension in the Contract Time, to the extent permitted under Section 14.5, shall be the sole remedy of the Contractor for any (i) delay in the commencement, prosecution, or completion of the Work, (ii) hindrance, interference, suspension or obstruction in the performance of the Work, (iii) loss of productivity, or (v) other similar claims (items i through iv herein collectively referred to in this Section 14.6 as "Delays") whether or not such Delays are foreseeable, unless a Delay is caused by acts of the Owner constituting active interference with the Contractor's performance of the Work, and only to the extent such acts continue after the Contractor furnishes the Owner with notice of such interference. In no event shall the Contractor be entitled to any compensation or recovery of any damages, in connection with any Delay, including without limitation consequential damages, lost opportunity costs, impact damages, or other similar remuneration. The Owner's exercise of any of its rights or remedies under the Contract Documents (including without limitation ordering changes in the Work, or directing suspension, rescheduling, or correction of the Work), regardless of the extent or frequency of the Owner's exercise of such rights or remedies,

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shall not be construed as intentional interference with the Contractor's performance of the Work.

## ARTICLE 15 PAYMENTS AND COMPLETION

### § 15.1 Schedule of Values

**§ 15.1.1** The Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum 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** Intentionally deleted.

### § 15.3 Applications for Payment

**§ 15.3.1** Each Application for Payment shall include an itemization and be 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; and shall reflect retainage if provided for in the Contract Documents. 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** Intentionally deleted.

**§ 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

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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; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

**§ 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

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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. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.

**§ 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 foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

### § 16.2 Hazardous Materials and Substances

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**§ 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.

## 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; and such insurance company or insurance companies shall have an A.M. Best rating of not less than A- VIII. 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 ($1,000,000) each occurrence, Two Million Dollars ($2,000,000) general aggregate, and Two Million Dollars ($2,000,000) aggregate for products-completed operations hazard, providing coverage no less broad than the ISO CG 00 01 coverage form and for claims including, without limitation,

- **.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.

The Contractor's completed operations coverage shall be maintained for the period of time the Owner may be held legally liable for the Contractor's services, work, or conduct. On behalf of itself and its commercial general liability insurer, the Contractor waives subrogation in favor of the Owner; and further the Contractor shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

**§ 17.1.3** Automobile Liability insurance covering vehicles owned by the Contractor and hired and non-owned vehicles used by the Contractor, its employees, and agents with policy limits of not less than One Million Dollars ($1,000,000) combined single limit, 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. On behalf of itself and its automobile liability insurer, the Contractor waives subrogation in favor of the Owner; and further the Contractor shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

**§ 17.1.4** Workers' Compensation at statutory limits. On behalf of itself and its workers compensation insurer, the Contractor waives subrogation in favor of the Owner; and further the Contractor shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

**§ 17.1.5** Employers' Liability with policy limits not less than One Million Dollars ($1,000,000) each accident, One Million Dollars ($1,000,000) each employee, and One Million Dollars ($1,000,000) policy limit. On behalf of itself and its employers' liability insurer, the Contractor waives subrogation in favor of the Owner; and further the Contractor shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

**§ 17.1.6** Commercial Umbrella/Excess Liability Insurance with limits of at least Four Million Dollars ($4,000,000) in excess of Commercial General Liability, Automobile Liability, and Employers' Liability insurance limits such that the total limits of liability of each underlying policy together with the limit of the Commercial

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Umbrella/Excess Liability policy is no less than Five Million Dollars ($5,000,000) per occurrence. Coverage under the Commercial Umbrella/Excess Liability policy shall result in the in the same or greater coverage as those required under Sections 17.1.2, 17.1.3, and 17.1.5 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. On behalf of itself and its commercial umbrella/excess liability insurer, the Contractor waives subrogation in favor of the Owner; and further the Contractor shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

**§ 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 One Million Dollars ($1,000,000) per claim and One Million Dollars ($1,000,000) in the aggregate. The coverage required in this section shall be maintained for at least five (5) years following termination of the Contract.

**§ 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 One Million Dollars ($1,000,000) per claim and One Million Dollars ($1,000,000) in the aggregate. The coverage required in this section shall be maintained for at least five (5) years following termination of the Contract.

**§ 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 One Million Dollars ($1,000,000) per claim and One Million Dollars ($1,000,000) 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. The Owner's acceptance of the Contractor's certificate(s) of insurance does not relieve any of the Contractor's responsibilities under the Contract and shall not constitute a waiver of the Contractor's obligation to provide insurance as required by this Contract. The Owner has the right to receive copies of any of the Contractor's insurance policies (including without limitation declaration pages, policy forms, and all endorsements) upon written request.

**§ 17.1.11** The Contractor shall disclose to the Owner in writing any large deductible (at least $10,000) or self-insured retentions applicable to any insurance required to be provided by the Contractor, and such large deductible or self-insured retention is subject to the Owner's written approval. The Owner has the right to require a proper form of collateral for any such large deductible or self-insured retention.

**§ 17.1.12** To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 (including without limitation Commercial General Liability and Commercial Umbrella/Excess Liability coverage) to include (1) the Owner as an additional insured 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. Notwithstanding the foregoing, the Contractor shall NOT include the Owner as an additional insured on any policy required by Sections 17.1.7, 17.1.18, or 17.1.9 to the extent that such policies include any so-called "insured-versus-insured" exclusion. 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. The Owner shall continue as an additional insured, upon the terms herein, for the period of time the Owner may be held legally liable for the Contractors' services, Work, or conduct. The Contractor shall require all of its subcontractors to include the Owner as an additional insured, upon terms substantially identical to those stated above, on the subcontractors' Commercial General Liability coverage.

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**§ 17.1.13** The Contractor (or its insurance carrier(s) must provide written notice to the Owner no less than thirty (30) days prior to any cancellation or non-renewal of the Contractor's insurance. 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 written 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** Among other grounds to withhold payment, the Contractor's failure to fully comply with all insurance requirements in this Section 17.1 provides the Owner sufficient grounds to withhold some or all payments otherwise due the Contractor. The Owner has the right, but not necessarily the obligation, to declare the Contractor's failure to fully comply with the insurance requirements in this Section 17.1 a material breach of the Contractor's obligations under this Contract.

**§ 17.1.15** All of the coverage limits stated in this Section 17.1 are minimum insurance limits and shall not be construed in any way to limit the liability of the Contractor.

**§ 17.1.16** The Contractor's insurance, whether or not specified above, shall be primary to any insurance maintained by the Owner.

**§ 17.1.17** The Contractor must require that its subcontractors meet or excess the minimum insurance requirements in this Contract.

**§ 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 Contractor shall not include, and shall not charge Owner for, any builder's risk coverage for all or any part of the Project.

**§ 17.3 Performance Bond and Payment Bond**

**§ 17.3.1** The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

Payment Bond in an amount not less than 100% of the Contract Sum through a corporate surety company, conditioned for the payment of all laborers and mechanics for labor that is performed and for the payment for material and equipment rental which is actually used or rented in the performance of the Contract.

Performance Bond in an amount not less than 100% of the Contract Sum.

The form of such bonds shall be identical in substance to the AIA A312-2010 Payment Bond, as amended, and the AIA A312-2010 Performance Bond, as amended, each of which were included in the bid package for this project.

**§ 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.

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**§ 18.2** In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Final Completion of the Work or designated portion thereof or after the date for commencement of warranties 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** Upon completion of any Work under or pursuant to this Article 18, the one (1)-year correction period in connection with the Work requiring correction shall be renewed and recommence. The obligations under Article 18 shall cover any repairs and replacement to any part of the Work or other property that is damaged by the defective Work.

## 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

All aspects of the Contract shall be governed by, and construed in accordance with, the internal laws of the State of Nebraska, without regarding to its choice of law rules.

### § 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:

Superintendent Jeremy Klein
Heartland Community Schools
1501 Front St.
Henderson, NE 68371
(402) 723-4434
jklein@heartlandschools.net

**§ 19.5** The Contractor's representative:

TBD

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

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**§ 19.7** The Contractor represents and warrants the following to the Owner (in addition to any other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement, and the final completion of the Work:

**.1** that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;

**.2** that it is able to furnish the plant, tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;

**.3** that it is authorized to do business in the State of Nebraska and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the Project;

**.4** that its execution of this Agreement and its performance thereof is within its duly authorized powers;

**.5** that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents; and

**.6** that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the work with the care, skill, and diligence of such a contractor.

The foregoing warranties are in addition to, and not in lieu of, any and all other liability imposed upon the Contractor by law with respect to the Contractor's duties, obligations, and performance hereunder. The Contractor acknowledges that the Owner is relying upon the Contractor's skill and experience in connection with the Work called for hereunder.

**§19.8** When present on the Owner's property, the Contractor, Subcontractors, a Sub-subcontractor, or anyone directly or indirectly employed by or representing any of them, shall

**.1** carry photo identification;
**.2** not smoke or otherwise use tobacco;
**.3** not use, or be under the influence of, alcohol or drugs;
**.4** not carry a firearm or other weapon; and
**.5** comply with all of the Owner's rules, policies, procedures which are intended to protect the safety and health of its faculty, staff, students, and visitors.

**§ 19.9** The Contractor and all Subcontractors, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by Nebraska law, during the performance of this Agreement while on school premises or at school related functions. The Contractor and all Subcontractors, if any, shall not possess any weapon, as defined by Nebraska law and the federal "Drug-Free Schools Act," on school property or at school related functions. The Contractor and all Subcontractors, if any, also shall adhere to all Owner's policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on school premises or at school related functions. Failure to comply with this provision may be considered a material breach. The Owner may suspend or terminate the Contractor, Subcontractor, or both if it violates these laws, regulations, or policies or this provision.

**§ 19.10** The Contractor shall maintain fair labor standards throughout the performance of this Contract. The Contractor shall file with the Owner a statement that the Contractor is complying with, and will continue to comply with, fair labor standards in the pursuit of its business and in the execution of the Contract. Any additional contract entered into between Contractor and Owner shall include a provision that in the execution of the contract, fair labor standards shall be maintained. For purposes of this section, the phrase "fair labor standards" means such

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a scale of wages and conditions of employment as are paid and maintained by at least fifty percent of the contractors in the same business or field of endeavor as the Contractor.

**§ 19.11** The Contractor shall pay to the Unemployment Compensation Fund of the State of Nebraska and the State Unemployment Insurance Trust Fund unemployment combined tax and interest due under the Employment Security Law on wages paid to individuals employed in the performance of the Contract as required by NEB. REV. STAT. § 48-657.

**§ 19.12** The Contractor shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If the Contractor employs or contracts with any Subcontractor or other service provider in connection with this Agreement, the Contractor shall include a provision in the contract requiring the Subcontractor or other service provider to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

**§ 19.13** The failure of either party to exercise any of its rights under this Agreement for a breach or violation thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach or violation.

**§ 19.14** If for any reason whatsoever, any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable or invalid as applied to any particular case or in all cases, such circumstances shall not have the effect of rendering such provision invalid in any other case or of rendering any other provision of this Agreement inoperative, unenforceable or invalid.

**§ 19.15** The Contractor and all Subcontractors, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

**§ 19.16** The Contractor acknowledges that the Owner must comply with NEB. REV. STAT. § 84-712 through § 84-713 and release public records as defined law upon request, which may include this Agreement and all records created and maintained in relation to this Agreement.

## 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, 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.

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**§ 20.2.4** If the unpaid balance of the Contract Sum is less than all costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive the termination of the Contract. If the unpaid balance of the Contact Sum is greater than all costs of finishing the Work, including compensation for the services and expenses of the Architect made necessary thereby, the Contractor shall receive payment for Work properly performed by the Contractor for which payment was not made previously; any excess amounts shall be retained by the Owner.

**§ 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. The Contractor hereby waives and forfeits all other claims for payment and damages, including, without limitation, anticipated profits on Work not executed. The Owner shall be credited for (i) payments previously made to the Contractor for the terminated portion of the Work, (ii) claims that the Owner has against the Contractor under the Contract, and (iii) the value of the materials, supplies, equipment, or other items that are to be disposed of by the Contractor that are part of the Contract Sum.

**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 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 or more than ten (10) years beyond the time of the act giving rise to the cause of action, whichever is later. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3.

**§ 21.4 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.

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

| **OWNER** *(Signature)* | **CONTRACTOR** *(Signature)* |
|---|---|
| BY: Jeremy Klein, Superintendent | BY: TBD |
| *(Printed name and title)* | *(Printed name and title)* |

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**Changes to original AIA text**

**PAGE 1**

**AGREEMENT** made as of the 11th day of May in the year 2026

~~*(In words, indicate day, month and year.)*~~
~~*(Name, legal status, address and other information)*~~

York County School District No. 93-0096, c/k/a

Heartland Community Schools

1501 Front St.

Henderson, NE 68371

Attn: Superintendent Jeremy Klein

(402) 723-4434

jklein@heartlandschools.net

~~*(Name, legal status, address and other information)*~~

~~*(Name, location and detailed description)*~~

East Playground Project

Heartland Community Schools

1501 Front St.

Henderson, NE 68371

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~~*(Name, legal status, address and other information)*~~

Clark & Enersen, Inc.

1010 Lincoln Mall, Suite 200

Lincoln, NE 68508

Attn: Tim Ripp, AIA

(402) 477-9291

tim.ripp@clarkenersen.com

**PAGE 2**

The Contractor shall execute the Work described in the Contract Documents listed in Article 6 of this Agreement or reasonably inferable by the Contractor from the Contract Documents as necessary to produce the results intended by the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

**PAGE 3**

**§ 2.1** The date of commencement of the Work shall be~~:~~
~~*(Check one of the following boxes.)*~~
~~[ ] The~~ the date of this Agreement.

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

**§ 2.3.1** 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:~~ by the following date: August 7, 2026.

**§ 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~~The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that the Owner has entered into, or will enter into, binding agreements demising all or part of the premises where the Work is to be completed based upon the Contractor's achieving Substantial Completion of the Work within the Contract Time including without limitations its obligations to provide classrooms for students. The Contractor further acknowledges and agrees that if the Contractor fails to complete substantially or cause the Substantial Completion of any portion of the Work within the Contract Time, the Owner will sustain

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extensive damages and serious loss as a result of such failure.

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

[ ] 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 Documents.and completion of the Work. The Contract Sum, including without limitation general conditions and the Contractor's overhead and profit, shall be a lump sum in the amount of $_____.

**§ 3.2.1** The StipulatedContract 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.)*

**§ 3.2.3** Allowances, if any, included in the stipulated sum:
includes the following allowance(s):

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**§ 3.3 Cost of the Work Plus Contractor's Fee**

**§ 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**

**§ 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**

**§ 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.)*

**§ 3.4.3.4** Allowances, if any, included in the Guaranteed Maximum Price:

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~~*(Identify each allowance.)*~~

~~**§ 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 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:~~

~~*(Insert terms and conditions for liquidated damages, if any.)*~~

~~**ARTICLE 4 PAYMENT**~~

**ARTICLE 4 PAYMENT**

**§ 4.1.1** Based upon Applications for Payment (including all supporting documentation) submitted to the Owner and 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.~~-~~ In addition to other required items, each Application for Payment shall be accompanied by the following, all in form and substance satisfactory to the Owner and in compliance with applicable statutes of the State of Nebraska:

(i) A current Sworn Statement from the Contractor setting forth all Subcontractors and any material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the application for payment, and the amount to be paid to the Contractor from such progress payment.

(ii) Such other information, documentation, and materials as the Owner, the Architect, or the title insurer may require.

**§ 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 Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the day of the 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 ( ) days after the Architect receives the Application for Payment.~~

**PAGE 5**

~~*(Federal, state or local laws may require payment within a certain period of time.)*~~

Payments are due and payable thirty (30) days following the Contractor's presentation to the Owner of an Application for Payment that is approved and signed by the Architect, provided that such Architect-approved Application for Payment is received by the Owner in time to be included in the board packet for the next regularly scheduled board meeting and such board meeting actually occurs. Any payment not made within twenty (20) days following the next regularly scheduled meeting that actually occurs after the Architect-approved Application for

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Payment is timely received by the Owner shall bear interest at the rate of twelve (12) percent per annum.

**§ 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: 10%.

~~*(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.)*~~

If the Work from which retainage is withheld is fifty percent complete and if the Contractor has performed Work in accordance with the provisions of the Contract Documents, no more than five percent (5%) of any additional progress payment may be withheld as retainage if the Contractor provides or has provided satisfactory and reasonable assurances of continued performance and financial responsibility to complete the Work. Except as provided otherwise herein, the Owner shall have the option, but not the obligation, to reduce the retainage requirements of this Agreement or release any portion of retainage prior to the date specified in the Contract Documents. Any reduction or release of retainage, or portion thereof, however, shall not be a waiver of (i) any of the Owner's rights to retainage in connection with other payments to the Contractor or (ii) any other right or remedy that the Owner has under the Contract Documents, at law, or in equity.

Twelve Percent (12 %) per annum

**§ 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~~is due and payable thirty (30) days following the Owner's receipt from Architect of the final Certificate for Payment, ~~or as follows:~~provided that such Architect-approved Certificate for Payment is received by the Owner in time to be included in the board packet for the next regularly scheduled board meeting and such board meeting actually occurs. Any finally payment not made within twenty (20) days following the next regularly scheduled meeting that actually occurs after the Architect-approved Certificate for Payment is timely received by the Owner shall bear interest at the rate of twelve (12) percent per annum.

**§ 5.1 Binding Dispute Resolution and Choice of Forum**

~~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~~
~~[ ] Litigation in a court of competent jurisdiction~~
~~[ ] Other *(Specify)*~~

**PAGE 6**

All disputes relating to this Agreement shall be resolved pursuant litigation. Mandatory and exclusive venue for any disputes shall be in the appropriate state or federal court for the county in which the Project is located. Any action between the Owner and the Contractor concerning causes of action arising from or related to the Contract must be brought solely and exclusively in the appropriate state or federal trial court for the county in which the Project is located; and the Owner and the Contractor hereby waive any objection to the jurisdiction of such courts over causes of action arising from or related to this Agreement, including but not limited to objections on the basis of lack of personal jurisdiction, improper venue, or forum non conveniens. Nothing herein shall preclude the Parties, if they so choose, from resolving any disputes arising from this Contract via negotiated settlement or voluntary mediation.

**§ 6.1.2** ~~Building information modeling exhibit, dated as indicated below:~~Intentionally deleted.

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~~*(Insert the date of the building information modeling exhibit incorporated into this Agreement.)*~~

~~*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*~~

Specifications prepared by Clark & Enersen.

~~*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*~~

Drawings prepared by Clark & Enersen.

**PAGE 7**

~~*(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:~~
~~[ ] Supplementary and other Conditions of the Contract:~~

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. In the event of inconsistencies within or between parts of the Contract Documents, or between the contract Documents and applicable standards, codes, and ordinances, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Architect's interpretation. The terms and conditions of this Section 7.1, however, shall not relieve the Contractor of any of the obligations set forth in Sections 9.1 and 9.6.

**§ 7.5 Ownership and ~~use~~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, except as otherwise provided in any agreement between the Owner and the Architect. 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.

**PAGE 8**

The parties shall agree upon ~~written~~ protocols governing the transmission and use of~~, and reliance on,~~ Instruments

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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~~Intentionally deleted.

**§ 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:~~by email

to the Owner at: Jeremy Klein, Superintendent

Heartland Community Schools

1501 Front St.

~~*(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.)*~~

Henderson, NE 68371

jklein@heartlandschools.net

with a copy to: Coady H. Pruett, Owner's Legal Counsel

KSB School Law, PC, LLO

206 S. 13th St., Suite 1100

Lincoln, NE 68508

coady@ksbschoollaw.com

to the Contractor at: TBD

and to the Architect at: Tim Ripp, AIA

Clark & Enersen

1010 Lincoln Mall, Suite 200

Lincoln, Nebraska 68508

tim.ripp@clarkenersen.com



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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.

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~~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.

**§ 8.4 Extent of the Owner Rights**

**§ 8.4.1** The rights stated in this Article 8 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (i) granted in the Contract Documents, (ii) at law, or (iii) in equity.

**§ 8.4.2** In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

**PAGE 10**

**§ 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. Prior to execution of the Agreement, the Contractor and each Subcontractor shall have evaluated and satisfied themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools, and equipment, and (v) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in Section 17.2.1, the Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of this Section 9.1.1.

**§ 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. The exactness of grades, elevations, dimensions, or locations given on any Drawings issued by the Architect, or the work installed by other contractors, is not guaranteed by the Architect or the Owner. The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions, and locations. In all cases of interconnection of its Work with

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existing or other work, the Contractor shall verify at the site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, dimensions, or locations shall be promptly rectified by the Contractor without any additional cost to the Owner.

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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~~The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

The Owner is exempt from any sales and use tax. *See* 316 NEB. ADMIN. CODE § 1-092.01. The Contract Sum shall not include, and the Owner will not pay, any sales or use tax on this Project. The Owner will provide the Contractor with applicable sales tax exemption documentation upon written request.

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. Allowance amounts shall include the 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~~.

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

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**§ 9.15.1** To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, Architect, Architect's consultants, and its officers, board members, consultants, agents~~ and employees~~, employees and representatives of any of them (collectively, the "Indemnitees") from and against any and all claims, demands, damages, losses~~ and expenses~~, expenses, lawsuits, actions, cross-claims, counterclaims, third-party actions, liens, damages, debts, obligations, exemplary damages, consequential damages, punitive damages, liabilities, judgments, and causes of action, including but not limited to attorneys' fees~~, arising~~ and expenses, that arise out of~~ or resulting from performance of the Work, provided that such claim, damage, loss, or expense~~, are related to, or are in connection with the Contract, the Work, the Contractor's performance hereunder, and/or the Contractor's conduct at or related to the Work or the Owner's property (hereinafter "Indemnity Claims"), provided that any such Indemnity Claim is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of the same, but only to the extent caused by the intentional, reckless, or 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. Notwithstanding the foregoing, the Contractor's obligations in this section 9.15.1 specifically except any obligation to hold harmless, defend, or indemnify the Indemnitees against any Indemnity Claim solely caused by the Owner's own negligent or reckless conduct.

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**§ 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.~~Intentionally deleted.

**§ 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.~~

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**§ 11.4** All subcontracts shall be in writing in form and substance substantially similar to the Contractor's standard form subcontract and shall specifically provide that the Owner is an intended third-party beneficiary of such subcontract.

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**§ 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. No adjustment in the Contract Time or Contract Sum shall be permitted, however, in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or that reasonably should have been disclosed by the Contractor's (i) prior inspections, tests, reviews, and preconstruction services for the Project, or (ii) inspections, tests, reviews, and preconstruction services that the Contractor had the opportunity to make or should have performed in connection with the Project.

**§ 13.5** Except as permitted in Section 13.1, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by an alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

**§ 13.6** Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

**§ 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~~may be extended by Change Order to the extent such delay will prevent the Contractor from achieving Substantial Completion within the Contract Time and if the performance of the Work is not, was not, or would not have been delayed by any other cause for which the Contractor is not entitled to an extension in the Contract Time under the Contract Documents. The Contractor further acknowledges and agrees that adjustments in the Contract Time will be permitted for a delay only to the extent such delay (i) is not caused, or could not have been anticipated, by the Contractor, (ii) could not be limited or avoided by the Contractor's timely notice to the Owner of the delay or

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reasonable likelihood that a delay will occur, and (iii) is of a duration not less than one (1) day.

**§ 14.6** Notwithstanding anything to the contrary in the Contract Documents, an extension in the Contract Time, to the extent permitted under Section 14.5, shall be the sole remedy of the Contractor for any (i) delay in the commencement, prosecution, or completion of the Work, (ii) hindrance, interference, suspension or obstruction in the performance of the Work, (iii) loss of productivity, or (v) other similar claims (items i through iv herein collectively referred to in this Section 14.6 as "Delays") whether or not such Delays are foreseeable, unless a Delay is caused by acts of the Owner constituting active interference with the Contractor's performance of the Work, and only to the extent such acts continue after the Contractor furnishes the Owner with notice of such interference. In no event shall the Contractor be entitled to any compensation or recovery of any damages, in connection with any Delay, including without limitation consequential damages, lost opportunity costs, impact damages, or other similar remuneration. The Owner's exercise of any of its rights or remedies under the Contract Documents (including without limitation ordering changes in the Work, or directing suspension, rescheduling, or correction of the Work), regardless of the extent or frequency of the Owner's exercise of such rights or remedies, shall not be construed as intentional interference with the Contractor's performance of the Work.

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**§ 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~~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.

**§ 15.2 ~~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.~~

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~~**§ 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~~Intentionally deleted.

**§ 15.3 Applications for Payment**

**§ 15.3.1** Each Application for Payment shall include an itemization and be 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; and shall reflect retainage if provided for in the Contract Documents. 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~~Intentionally deleted.

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**§ 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; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

**§ 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~~All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.

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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

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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.

~~**§ 16.2.2** 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.~~

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**§ 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; and such insurance company or insurance companies shall have an A.M. Best rating of not less than A- VIII. 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 ($1,000,000) each occurrence, ~~($~~ Two Million Dollars ($2,000,000) general aggregate, and ~~($~~ Two Million Dollars ($2,000,000) aggregate for products-completed operations hazard, providing coverage no less broad than the ISO CG 00 01 coverage form and for claims including, without limitation,

**.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 ($ ) per accident~~The Contractor's completed operations coverage shall be maintained for the period of time the Owner may be held legally liable for the Contractor's services, work, or conduct. On behalf of itself and its commercial general liability insurer, the Contractor waives subrogation in favor of

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the Owner; and further the Contractor shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

**§ 17.1.3** Automobile Liability insurance covering vehicles owned by the Contractor and hired and non-owned vehicles used by the Contractor, its employees, and agents with policy limits of not less than One Million Dollars ($1,000,000) combined single limit, 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. On behalf of itself and its automobile liability insurer, the Contractor waives subrogation in favor of the Owner; and further the Contractor shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

**§ 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,~~Workers' Compensation at statutory limits. On behalf of itself and its workers compensation insurer, the Contractor waives subrogation in favor of the Owner; and further the Contractor shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

**§ 17.1.5** Employers' Liability with policy limits not less than One Million Dollars ($1,000,000) each accident, One Million Dollars ($1,000,000) each employee, and One Million Dollars ($1,000,000) policy limit. On behalf of itself and its employers' liability insurer, the Contractor waives subrogation in favor of the Owner; and further the Contractor shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

**§ 17.1.6** Commercial Umbrella/Excess Liability Insurance with limits of at least Four Million Dollars ($4,000,000) in excess of Commercial General Liability, Automobile Liability, and Employers' Liability insurance limits such that the total limits of liability of each underlying policy together with the limit of the Commercial Umbrella/Excess Liability policy is no less than Five Million Dollars ($5,000,000) per occurrence. Coverage under the Commercial Umbrella/Excess Liability policy shall result in the in the same or greater coverage as those required under Sections 17.1.2, 17.1.3, and 17.1.5 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.

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~~**§ 17.1.5** Workers' Compensation at statutory limits.~~
~~**§ 17.1.6** Employers' Liability with policy limits not less than ($ ) each accident, ($ ) each employee, and ($ ) policy limit.~~
On behalf of itself and its commercial umbrella/excess liability insurer, the Contractor waives subrogation in favor of the Owner; and further the Contractor shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

**§ 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 ~~($~~ One Million Dollars ($1,000,000) per claim and ~~($ ) in the aggregate~~One Million Dollars ($1,000,000) in the aggregate. The coverage required in this section shall be maintained for at least five (5) years following termination of the Contract.

**§ 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 ~~($~~ One Million Dollars ($1,000,000) per claim and ~~($ ) in the aggregate~~One Million Dollars ($1,000,000) in the aggregate. The coverage required in this section shall be maintained for at least five (5) years following termination of the Contract.

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**§ 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 ~~($~~ One Million Dollars ($1,000,000) per claim and ~~($~~ One Million Dollars ($1,000,000) 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. The Owner's acceptance of the Contractor's certificate(s) of insurance does not relieve any of the Contractor's responsibilities under the Contract and shall not constitute a waiver of the Contractor's obligation to provide insurance as required by this Contract. The Owner has the right to receive copies of any of the Contractor's insurance policies (including without limitation declaration pages, policy forms, and all endorsements) upon written request.

**§ 17.1.11** The Contractor shall disclose to the Owner in writing any large deductible (at least $10,000) or self-insured retentions applicable to any insurance required to be provided by the Contractor, and such large deductible or self-insured retention is subject to the Owner's written approval. The Owner has the right to require a proper form of collateral for any such large deductible or self-insured retention.

**§ 17.1.12** To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 (including without limitation Commercial General Liability and Commercial Umbrella/Excess Liability coverage) to include (1) the Owner~~, the Architect, and the Architect's Consultants as~~ as an additional ~~insureds~~insured 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. Notwithstanding the foregoing, the Contractor shall NOT include the Owner as an additional insured on any policy required by Sections 17.1.7, 17.1.18, or 17.1.9 to the extent that such policies include any so-called "insured-versus-insured" exclusion. 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~~. The Owner shall continue as an additional insured, upon the terms herein, for the period of time the Owner may be held legally liable for the Contractors' services, Work, or conduct. The Contractor shall require all of its subcontractors to include the Owner as an additional insured, upon terms substantially identical to those stated above, on the subcontractors' Commercial General Liability coverage.

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**§ 17.1.13** The Contractor (or its insurance carrier(s) must provide written notice to the Owner no less than thirty (30) days prior to any cancellation or non-renewal of the Contractor's insurance. 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 written 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~~**Among other grounds to withhold payment, the Contractor's failure to fully comply with all insurance requirements in this Section 17.1 provides the Owner sufficient grounds to withhold some or all payments otherwise due the Contractor. The Owner has the right, but not necessarily the obligation, to declare the Contractor's failure to fully comply with the insurance requirements in this Section 17.1 a material breach of the Contractor's obligations under this Contract.

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~~*(List below any other insurance*~~

**§ 17.1.15** All of the coverage ~~*to be provided by the Contractor and any applicable limits.)*~~limits stated in this Section 17.1 are minimum insurance limits and shall not be construed in any way to limit the liability of the Contractor.

**§ 17.1.16** The Contractor's insurance, whether or not specified above, shall be primary to any insurance maintained by the Owner.

**§ 17.1.17** The Contractor must require that its subcontractors meet or excess the minimum insurance requirements in this Contract.

**§ 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~~Contractor shall not include, and shall not charge Owner for, any builder's risk coverage for all or any part of the Project.

~~**§ 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.~~

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~~**§ 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**~~

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~~**§ 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 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.)*~~

~~**§ 17.3 Performance Bond and Payment Bond**~~

**§ 17.3 Performance Bond and Payment Bond**

**§ 17.3.1** The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

Payment Bond in an amount not less than 100% of the Contract Sum through a corporate surety company, conditioned for the payment of all laborers and mechanics for labor that is performed and for the payment for material and equipment rental which is actually used or rented in the performance of the Contract.

Performance Bond in an amount not less than 100% of the Contract Sum.

The form of such bonds shall be identical in substance to the AIA A312-2010 Payment Bond, as amended, and the AIA A312-2010 Performance Bond, as amended, each of which were included in the bid package for this project.

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**§ 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~~Final 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

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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.

**§ 18.5** ~~The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18~~Upon completion of any Work under or pursuant to this Article 18, the one (1)-year correction period in connection with the Work requiring correction shall be renewed and recommence. The obligations under Article 18 shall cover any repairs and replacement to any part of the Work or other property that is damaged by the defective Work.

All aspects of the Contract shall be governed by, and construed in accordance with, the internal laws of the State of Nebraska, without regarding to its choice of law rules.

~~*(Name, address, email address and other information)*~~

Superintendent Jeremy Klein

Heartland Community Schools

1501 Front St.

Henderson, NE 68371

(402) 723-4434

**PAGE 25**

jklein@heartlandschools.net

~~*(Name, address, email address and other information)*~~

TBD

**§ 19.7** The Contractor represents and warrants the following to the Owner (in addition to any other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement, and the final completion of the Work:

**.1** that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;

**.2** that it is able to furnish the plant, tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;

**.3** that it is authorized to do business in the State of Nebraska and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the Project;

**.4** that its execution of this Agreement and its performance thereof is within its duly authorized powers;

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**.5** that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents; and

**.6** that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the work with the care, skill, and diligence of such a contractor.

The foregoing warranties are in addition to, and not in lieu of, any and all other liability imposed upon the Contractor by law with respect to the Contractor's duties, obligations, and performance hereunder. The Contractor acknowledges that the Owner is relying upon the Contractor's skill and experience in connection with the Work called for hereunder.

**§19.8** When present on the Owner's property, the Contractor, Subcontractors, a Sub-subcontractor, or anyone directly or indirectly employed by or representing any of them, shall

**.1** carry photo identification;

**.2** not smoke or otherwise use tobacco;

**.3** not use, or be under the influence of, alcohol or drugs;

**.4** not carry a firearm or other weapon; and

**.5** comply with all of the Owner's rules, policies, procedures which are intended to protect the safety and health of its faculty, staff, students, and visitors.

**§ 19.9** The Contractor and all Subcontractors, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by Nebraska law, during the performance of this Agreement while on school premises or at school related functions. The Contractor and all Subcontractors, if any, shall not possess any weapon, as defined by Nebraska law and the federal "Drug-Free Schools Act," on school property or at school related functions. The Contractor and all Subcontractors, if any, also shall adhere to all Owner's policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on school premises or at school related functions. Failure to comply with this provision may be considered a material breach. The Owner may suspend or terminate the Contractor, Subcontractor, or both if it violates these laws, regulations, or policies or this provision.

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**§ 19.10** The Contractor shall maintain fair labor standards throughout the performance of this Contract. The Contractor shall file with the Owner a statement that the Contractor is complying with, and will continue to comply with, fair labor standards in the pursuit of its business and in the execution of the Contract. Any additional contract entered into between Contractor and Owner shall include a provision that in the execution of the contract, fair labor standards shall be maintained. For purposes of this section, the phrase "fair labor standards" means such a scale of wages and conditions of employment as are paid and maintained by at least fifty percent of the contractors in the same business or field of endeavor as the Contractor.

**§ 19.11** The Contractor shall pay to the Unemployment Compensation Fund of the State of Nebraska and the State Unemployment Insurance Trust Fund unemployment combined tax and interest due under the Employment Security Law on wages paid to individuals employed in the performance of the Contract as required by NEB. REV. STAT. § 48-657.

**§ 19.12** The Contractor shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of

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Nebraska. If the Contractor employs or contracts with any Subcontractor or other service provider in connection with this Agreement, the Contractor shall include a provision in the contract requiring the Subcontractor or other service provider to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

**§ 19.13** The failure of either party to exercise any of its rights under this Agreement for a breach or violation thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach or violation.

**§ 19.14** If for any reason whatsoever, any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable or invalid as applied to any particular case or in all cases, such circumstances shall not have the effect of rendering such provision invalid in any other case or of rendering any other provision of this Agreement inoperative, unenforceable or invalid.

**§ 19.15** The Contractor and all Subcontractors, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

**§ 19.16** The Contractor acknowledges that the Owner must comply with NEB. REV. STAT. § 84-712 through § 84-713 and release public records as defined law upon request, which may include this Agreement and all records created and maintained in relation to this Agreement.

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**§ 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.

**§ 20.2.4** If the unpaid balance of the Contract Sum ~~exceeds~~is less than all 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~~the Contractor shall pay the difference to the Owner. This obligation for payment shall survive the termination of the Contract. If the unpaid balance of the Contact Sum is greater than all costs of finishing the Work, including compensation for the services and expenses of the Architect made necessary thereby, the Contractor shall receive payment for Work properly performed by the Contractor for which payment was not made previously; any excess amounts shall be retained by the Owner.

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.)*~~
. The Contractor hereby waives and forfeits all other claims for payment and damages, including, without limitation, anticipated profits on Work not executed. The Owner shall be credited for (i) payments previously made to the Contractor for the terminated portion of the Work, (ii) claims that the Owner has against the Contractor under the Contract, and (iii) the value of the materials, supplies, equipment, or other items that are to be disposed of by the Contractor that are part of the Contract Sum.

**§ 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

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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.

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.~~

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~~**§ 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**~~ or more than ten (10) years beyond the time of the act giving rise to the cause of action, whichever is later. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3.

**§ 21.4 Continuing Contract Performance**

~~**§ 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~~

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~~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.~~

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

**Variable Information**

**PAGE 1**

**AGREEMENT** made as of the 11th day of May in the year 2026

TBD

**PAGE 3**

| **Item** | **Price** |
|---|---|
| Contingency Allowance | $25,000.00 |

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## *Certification of Document's Authenticity*

*AIA® Document D401™ – 2003*

I, Coady H. Pruett, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 18:17:17 CDT on 04/08/2026 under Order No. 20250115061 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A104™ - 2017, Standard Abbreviated Form of Agreement Between Owner and Contractor, other than those additions and deletions shown in the associated Additions and Deletions Report.

Coady Pruett

*(Signed)*

OWNER'S LEGAL COUNSEL

*(Title)*

APRIL 8, 2026

*(Dated)*

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# AIA® Document A312® – 2010

## *Payment Bond*

**CONTRACTOR:**
*(Name, legal status and address)*

TBD

**SURETY:**
*(Name, legal status and principal place of business)*

**OWNER:**
*(Name, legal status and address)*

York County School District No. 93-0096, c/k/a
Heartland Community Schools
1501 Front St.
Henderson, NE 68371
Attn: Superintendent Jeremy Klein
(402) 723-4434
jklein@heartlandschools.net

**CONSTRUCTION CONTRACT**
Date: May 11, 2026
Amount: $
Description:
*(Name and location)*

East Playground Project
Heartland Community Schools
1501 Front St.
Henderson, NE 68371

**BOND**
Date:
*(Not earlier than Construction Contract Date)*

Amount: $
Modifications to this Bond:

*(Any additional signatures appear on the last page of this Payment Bond.)*

**CONTRACTOR AS PRINCIPAL**
Company: *(Corporate Seal)*

Signature: _____
Name and Title:

**SURETY**
Company: *(Corporate Seal)*

Signature: _____
Name and Title:

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT** or **BROKER:**

**OWNER'S REPRESENTATIVE:**
*(Architect, Engineer or other party:)*

**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.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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**§ 1** The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

**§ 2** If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

**§ 3** If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property (or claims, demands, liens, or suits that a claimant would have against the Owner's property if the Owner was not a political subdivision) by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

**§ 4** When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

**§ 5** The Surety's obligations to a Claimant under this Bond shall arise after the following:

**§ 5.1** Claimants, who do not have a direct contract with the Contractor,

**.1** have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

**.2** have sent a Claim to the Surety (at the address described in Section 13).

**§ 5.2** Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

**§ 6** If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

**§ 7** When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

**§ 7.1** Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

**§ 7.2** Pay or arrange for payment of any undisputed amounts.

**§ 7.3** The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

**§ 8** The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

**§ 9** Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor

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and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

**§ 10** The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

**§ 11** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**§ 12** [Intentionally deleted]

**§ 13** Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

**§ 14** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

**§ 15** Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

**§ 16 Definitions**

**§ 16.1 Claim.** A written statement by the Claimant including at a minimum:

- **.1** the name of the Claimant;
- **.2** the name of the person for whom the labor was done, or materials or equipment furnished;
- **.3** a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- **.4** a brief description of the labor, materials or equipment furnished;
- **.5** the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- **.6** the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- **.7** the total amount of previous payments received by the Claimant; and
- **.8** the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

**§ 16.2 Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The sole fact that the real property upon which the Project is located may not be subject to a mechanic's lien due to its ownership by a political subdivision shall not disqualify an individual or entity from coming within the definition of "Claimant" herein. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

**§ 16.3 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

**§ 16.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

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**§ 16.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**§ 17** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**§ 18** Modifications to this bond are as follows:

*(Any additional signatures appear on the last page of this Payment Bond)*

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

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**Changes to original AIA text**

**PAGE 1**

*(Any additional signatures appear on the last page of this Payment Bond.)*

~~*(Any additional signatures appear on the last page of this Payment Bond)*~~

**PAGE 3**

**§ 3** If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property (or claims, demands, liens, or suits that a claimant would have against the Owner's property if the Owner was not a political subdivision) by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.-

**PAGE 4**

**§ 12** ~~No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.~~ [Intentionally deleted]

**§ 16.2 Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The sole fact that the real property upon which the Project is located may not be subject to a mechanic's lien due to its ownership by a political subdivision shall not disqualify an individual or entity from coming within the definition of "Claimant" herein. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

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**PAGE 5**

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*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**Variable Information**

**PAGE 1**

**CONTRACTOR:**
*(Name, legal status and address)*

TBD

**SURETY:**
*(Name, legal status and principal place of business)*

**OWNER:**
*(Name, legal status and address)*

York County School District No. 93-0096, c/k/a
Heartland Community Schools
1501 Front St.
Henderson, NE 68371
Attn: Superintendent Jeremy Klein
(402) 723-4434
jklein@heartlandschools.net

**CONSTRUCTION CONTRACT**
Date: May 11, 2026
Amount: $
Description:
*(Name and location)*

East Playground Project
Heartland Community Schools
1501 Front St.
Henderson, NE 68371

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*AIA® Document D401™ – 2003*

I, Coady H. Pruett, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 18:01:34 CDT on 04/08/2026 under Order No. 20250115061 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A312™ - 2010, Payment Bond, other than those additions and deletions shown in the associated Additions and Deletions Report.

Coady Pruett

*(Signed)*

OWNER'S LEGAL COUNSEL

*(Title)*

APRIL 8, 2026

*(Dated)*

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# AIA® Document A312® – 2010

## *Performance Bond*

**CONTRACTOR:**
*(Name, legal status and address)*

TBD

**SURETY:**
*(Name, legal status and principal place of business)*

**OWNER:**
*(Name, legal status and address)*

York County School District No. 93-0096, c/k/a
Heartland Community Schools
1501 Front St.
Henderson, NE 68371
Attn: Superintendent Jeremy Klein
(402) 723-4434
jklein@heartlandschools.net

**CONSTRUCTION CONTRACT**
Date: May 11, 2026
Amount: $
Description:
*(Name and location)*

East Playground Project
Heartland Community Schools
1501 Front St.
Henderson, NE 68371

**BOND**
Date:
*(Not earlier than Construction Contract Date)*

Amount: $
Modifications to this Bond:

*(Any additional signatures appear on the last page of this Performance Bond.)*

**CONTRACTOR AS PRINCIPAL**
Company: *(Corporate Seal)*

Signature: _____
Name and Title:

**SURETY**
Company: *(Corporate Seal)*

Signature: _____
Name and Title:

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT** or **BROKER:**

**OWNER'S REPRESENTATIVE:**
*(Architect, Engineer or other party:)*

**ADDITIONS AND DELETIONS:**
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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.

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**§ 1** The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

**§ 2** If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

**§ 3** If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

**.1** the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

**.2** the Owner declares a Contractor Default and notifies the Surety; and

**.3** the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

**§ 4** Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

**§ 5** When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

**§ 5.1** Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

**§ 5.2** Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

**§ 5.3** Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

**§ 5.4** Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

**.1** After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

**.2** Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

**§ 6** If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

**§ 7** If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the

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Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

**.1** the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

**.2** additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

**.3** liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

**§ 8** If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

**§ 9** The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

**§ 10** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**§ 11** [Intentionally deleted]

**§ 12** Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

**§ 13** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

**§ 14 Definitions**

**§ 14.1 Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

**§ 14.2 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

**§ 14.3 Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

**§ 14.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 14.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**§ 15** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**§ 16** Modifications to this bond are as follows:

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**Changes to original AIA text**

**PAGE 1**

**CONTRACTOR:**
*(Name, legal status and address)*

TBD

**SURETY:**
*(Name, legal status and principal place of business)*

*(Any additional signatures appear on the last page of this Performance Bond.)*

~~*(Any additional signatures appear on the last page of this Performance Bond)*~~

**PAGE 3**

**.2** the Owner declares a Contractor Default~~, terminates the Construction Contract~~ and notifies the Surety; and

**PAGE 4**

**§ 11** ~~Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.~~[Intentionally deleted]

*(Any additional signatures appear on the last page of this Performance Bond)*

**PAGE 5**

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**Variable Information**

**PAGE 1**

**CONTRACTOR:**
*(Name, legal status and address)*

TBD

**SURETY:**
*(Name, legal status and principal place of business)*

**OWNER:**
*(Name, legal status and address)*

York County School District No. 93-0096, c/k/a
Heartland Community Schools
1501 Front St.
Henderson, NE 68371
Attn: Superintendent Jeremy Klein
(402) 723-4434
jklein@heartlandschools.net

**CONSTRUCTION CONTRACT**
Date: May 11, 2026
Amount: $
Description:
*(Name and location)*

East Playground Project
Heartland Community Schools
1501 Front St.
Henderson, NE 68371

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## *Certification of Document's Authenticity*

*AIA® Document D401™ – 2003*

I, Coady H. Pruett, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 18:02:21 CDT on 04/08/2026 under Order No. 20250115061 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A312™ - 2010, Performance Bond, other than those additions and deletions shown in the associated Additions and Deletions Report.

Coady Pruett

*(Signed)*

OWNER'S LEGAL COUNSEL

*(Title)*

APRIL 8, 2026

*(Dated)*

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# AIA® Document C106™ – 2022

## *Digital Data Licensing Agreement*

**AGREEMENT** made as of the day of in the year
*(In words, indicate day, month, and year.)*

**BETWEEN** the Party transmitting Digital Data ("Transmitting Party"):
*(Name, address, and contact information, including electronic addresses)*

Clark & Enersen, Inc.
1010 Lincoln Mall, Suite 200
Lincoln, Nebraska 68508
402-477-9291

and the Party receiving the Digital Data ("Receiving Party"):
*(Name, address, and contact information, including electronic addresses)*

for the following Project:
*(Name and location or address of the Project)*

for the following Digital Data ("Digital Data"):
*(Identify below, in detail, the information created or stored in digital form that the Parties intend to be subject to this Agreement.)*

Transmitting Party will furnish Receiving Party one full set of Digital Data files in their original working file format (.rvt and/or .dwg) for use in construction coordination.

All subsequent requests shall be charged on a per file basis as noted in Article 4.

Files shall be one of both of the following file types (Revit, when available, or AutoCAD) at the discretion of the Transmitting Party. It will be the responsibility of the Receiving Party to reformat and distribute to any and all Subcontractors working on the Project.

The Transmitting Party and Receiving Party agree as follows.

**TABLE OF ARTICLES**


1 GENERAL PROVISIONS

2 TRANSMISSION OF DIGITAL DATA

3 LICENSE CONDITIONS

4 LICENSING FEE OR OTHER COMPENSATION


**ARTICLE 1 GENERAL PROVISIONS**

**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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**§ 1.1** The purpose of this Agreement is to grant a license from the Transmitting Party to the Receiving Party for the Receiving Party's use of Digital Data and to set forth the license terms.

**§ 1.2** This Agreement is the entire and integrated agreement between the Parties. Except as specifically set forth herein, this Agreement does not create any other contractual relationship between the Parties.

**§ 1.3** Confidential Digital Data is Digital Data containing confidential or business proprietary information that the Transmitting Party designates as "confidential."

## ARTICLE 2 TRANSMISSION OF DIGITAL DATA

**§ 2.1** The Transmitting Party grants to the Receiving Party a nonexclusive limited license to use the Digital Data solely and exclusively for the uses, and in accordance with the terms, set forth in Article 3.

**§ 2.2** Only the Receiving Party is permitted to access and use the Digital Data. Unlicensed and unauthorized access or use by third parties is strictly prohibited except as set forth in Section 2.4.1.

**§ 2.3** The transmission of Digital Data constitutes a warranty by the Transmitting Party to the Receiving Party that the Transmitting Party is the copyright owner of the Digital Data or otherwise has permission to transmit the Digital Data to the Receiving Party for its use on the Project in accordance with the terms and conditions of this Agreement.

**§ 2.4** Where the Transmitting Party has designated information furnished pursuant to this Agreement as "confidential," the Receiving Party shall keep the information confidential and shall not disclose it to any other person or entity except as set forth in Section 2.4.1.

**§ 2.4.1** The Receiving Party may disclose Confidential Digital Data after seven (7) days' notice to the Transmitting Party where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Receiving Party may also disclose Confidential Digital Data to its employees, consultants, sureties, subcontractors and their employees, sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

**§ 2.5** By transmitting Digital Data, the Transmitting Party does not convey any ownership right in the Digital Data or in the software used to generate the Digital Data. Unless otherwise granted in a separate license, the Receiving Party's right to use, modify, or further transmit Digital Data is specifically limited to those uses, and in accordance with the terms, set forth in Article 3, and nothing contained in this Agreement conveys any other right to use the Digital Data.

**§ 2.6** To the fullest extent permitted by law, the Receiving Party shall indemnify and defend the Transmitting Party from and against all claims arising from or related to the Receiving Party's modification to, or unlicensed use of, the Digital Data.

**§ 2.7** Transmission of the Digital Data does not abridge or extinguish the Transmitting Party's rights, including, to the extent applicable, exclusive ownership interest, in such information under all applicable state, federal, and international laws including, without limitation, laws governing the protection of copyrights and intellectual property.

**§ 2.8** The provisions of this Article 2 shall survive the termination of this Agreement.

## ARTICLE 3 LICENSE CONDITIONS

**§ 3.1** The Receiving Party may use and rely upon the Digital Data to the extent set forth in this Article 3.
*(Choose only one option below.)*

[ ] **§ 3.1.1** The Digital Data is transmitted solely for the Receiving Party's information. Receiving Party acknowledges that any use of the Digital Data shall be at Receiving Party's sole risk. The Receiving Party accepts the Digital Data "as is" without any warranty or representations from the Transmitting Party as to whether the Digital Data is accurate, complete, or fit for use as intended by the Receiving Party. The Receiving Party is solely responsible for verifying whether the Digital Data is accurate, complete, or fit for the Receiving Party's intended use.

[ X ] **§ 3.1.2** Other:
*(Identify terms, permitted uses, or other conditions related to the Digital Data.)*

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Unless otherwise granted in a separate license, the Receiving Party's right to use, modify, or further transmit Digital Data is specifically limited to designing, constructing, using, maintaining, altering and adding to the Project consistent with the terms of this Agreement, and nothing contained in this Agreement conveys any other right to use the Digital Data. Any unauthorized use or reuse by the Receiving Party or by others will be at the sole risk of the Receiving Party and without liability or legal exposure to the Transmitting Party. The Receiving Party agrees that no copies of the Digital Data shall be made unless prior approval is obtained from the Transmitting Party.

The Digital Data constitute the proprietary and confidential work product and trade secrets of the Transmitting Party. The Transmitting Party claims and reserves all rights and benefits afforded under federal copyright law, as well as any pertinent state and international law, in the Digital Data generated for the above-referenced project (the Project).

The Receiving Party recognizes the potential problems and opportunities for error in the use and processing of the Digital Data. The Transmitting Party makes no representation or warranty as to the accuracy, completeness, suitability, or performance of any Digital Data provided, nor does the Transmitting Party warrant or represent that the Digital Data shall be free of computer viruses or other such corruption. Note that Digital Data does not constitute construction documents and differences may exist between the Digital Data and the corresponding construction documents. The final signed and sealed construction documents shall govern, as differences in the versions may exist, creating inaccuracies in the Digital Data.

The Receiving Party acknowledges that any plans and specifications contained in the Digital Data are subject to change and therefore agrees to confirm that conditions existing at the Project site conform to the Digital Data provided. The Transmitting Party shall have no obligation to provide updated or revised Digital Data as they become available. The Receiving Party further accepts responsibility for all deviations between the Digital Data provided, the final design of the Project, and existing field conditions.

**§ 3.2** If no specific terms or uses are selected or set forth in Section 3.1, then the Receiving Party may use the Digital Data at its sole risk pursuant to the terms and conditions set forth in Section 3.1.1.

## ARTICLE 4 LICENSING FEE OR OTHER COMPENSATION

The Receiving Party agrees to pay the Transmitting Party the following fee or other compensation for the Receiving Party's use of the Digital Data:
*(State the fee, in dollars, or other method by which the Receiving Party will compensate the Transmitting Party for the Receiving Party's use of the Digital Data.)*

Receiving Party will compensate the Transmitting Party Two Hundred Fifty Dollars ($250) for each request of Digital Data.
Requests for additional documents (including, but not limited to, exporting or reformatting of Digital Data), beyond what is referenced in this agreement, shall be treated as a separate request for each transmitted file.

This Agreement is entered into as of the day and year first written above. ~~and terminates one year from said date, except as set forth below.~~
~~*(Indicate when this Agreement will terminate, if other than one year from the date it was entered into, and other conditions related to termination.)*~~

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| | |
|---|---|
| **TRANSMITTING PARTY** *(Signature)* | **RECEIVING PARTY** *(Signature)* |
| *(Printed name and title)* | *(Printed name and title)* |

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# *Additions and Deletions Report for*
## *AIA® Document C106™ – 2022*

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:06:09 CST on 02/05/2026.

**Changes to original AIA text**

**PAGE 3**

This Agreement is entered into as of the day and year first written above~~. and terminates one year from said date, except as set forth below.~~
~~*(Indicate when this Agreement will terminate, if other than one year from the date it was entered into, and other conditions related to termination.)*~~

**Variable Information**

**PAGE 1**

Clark & Enersen, Inc.

1010 Lincoln Mall, Suite 200
Lincoln, Nebraska 68508

402-477-9291

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Transmitting Party will furnish Receiving Party one full set of Digital Data files in their original working file format (.rvt and/or .dwg) for use in construction coordination.

All subsequent requests shall be charged on a per file basis as noted in Article 4.

Files shall be one of both of the following file types (Revit, when available, or AutoCAD) at the discretion of the Transmitting Party. It will be the responsibility of the Receiving Party to reformat and distribute to any and all Subcontractors working on the Project.

**PAGE 2**

[ ] **§ 3.1.1** The Digital Data is transmitted solely for the Receiving Party's information. Receiving Party acknowledges that any use of the Digital Data shall be at Receiving Party's sole risk. The Receiving Party accepts the Digital Data "as is" without any warranty or representations from the Transmitting Party as to whether the Digital Data is accurate, complete, or fit for use as intended by the Receiving Party. The Receiving Party is solely responsible for verifying whether the Digital

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Data is accurate, complete, or fit for the Receiving Party's intended use.

[ X ] **§ 3.1.2** Other:
*(Identify terms, permitted uses, or other conditions related to the Digital Data.)*

Unless otherwise granted in a separate license, the Receiving Party's right to use, modify, or further transmit Digital Data is specifically limited to designing, constructing, using, maintaining, altering and adding to the Project consistent with the terms of this Agreement, and nothing contained in this Agreement conveys any other right to use the Digital Data. Any unauthorized use or reuse by the Receiving Party or by others will be at the sole risk of the Receiving Party and without liability or legal exposure to the Transmitting Party. The Receiving Party agrees that no copies of the Digital Data shall be made unless prior approval is obtained from the Transmitting Party.

The Digital Data constitute the proprietary and confidential work product and trade secrets of the Transmitting Party. The Transmitting Party claims and reserves all rights and benefits afforded under federal copyright law, as well as any pertinent state and international law, in the Digital Data generated for the above-referenced project (the Project).

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# SECTION 01 10 00 - SUMMARY

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Work by Owner.
4. Work under separate contracts.
5. Purchase contracts.
6. Owner-furnished products.
7. Contractor-furnished, Owner-installed products.
8. Access to site.
9. Coordination with occupants.
10. Specification and drawing conventions.
11. Miscellaneous provisions.

B. Related Requirements:

1. Section 01 50 00 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

### 1.3 PROJECT INFORMATION

**A.** Project Identification: **Heartland Community School East Playground**

1. Project Location: 1501 Front Street, Henderson, Nebraska 68371.

B. Owner: Heartland Community School

1. Owner's Representative: Jeremy Klein.

C. Architect: Clark & Enersen, 1010 Lincoln Mall, Suite 200, Lincoln, Nebraska 68508, 402 477-9291.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

1. Project Description: Project consists of new playground east of school, including but not necessarily limited to removal of existing equipment, synthetic turf playground surfacing, playground equipment installation, concrete flatwork, fencing, and storm drainage. The Work of the Project involves all construction indicated on the drawings and specifications.

B. Insert additional paragraphs for other major items of work. See Evaluations for model text.

C. Type of Contract:

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

1.5 WORK BY OWNER

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

B. Concurrent Work: Owner retains the right to perform construction operations at Project site. Those operations will be conducted simultaneously with work under this Contract.

1.6 WORK UNDER SEPARATE CONTRACTS

A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts.

1.7 OWNER-FURNISHED PRODUCTS

A. Playground Equipment.

1. Contact: Crouch Recreation. Mike Dobbs. mike@crouchrec.com

1.8 ACCESS TO SITE

A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.

B. Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Limits: Confine construction operations to areas indicated on drawings.
2. Driveways, Walkways and Entrances: Keep driveways, loading areas and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

    a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
    b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

## 1.9 COORDINATION WITH OCCUPANTS

A. Partial Owner Occupancy: Owner will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits unless otherwise indicated.

1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.

B. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.

1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner acceptance of the completed Work.
2. Obtain a Certificate of Occupancy from authorities having jurisdiction before limited Owner occupancy.
3. Before limited Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of Work.
4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of Work.

## 1.10 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:

1. Notify Owner not less than two days in advance of proposed utility interruptions.

C. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.

1. Notify Owner not less than two days in advance of proposed disruptive operations.

D. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet (8 m) of entrances, operable windows, or outdoor-air intakes.

E. Controlled Substances: Use of tobacco products and other controlled substances on Project site is not permitted.

F. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site.

## 1.11 SPECIFICATION AND DRAWING CONVENTIONS

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

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

END OF SECTION 01 10 00

# SECTION 01 21 00 - ALLOWANCES

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

A. Section includes administrative and procedural requirements governing allowances.

1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.

B. Types of allowances include the following:

1. Contingency allowances.

C. Related Requirements:

1. Section 01 22 00 "Unit Prices" for procedures for using unit prices.

### 1.3 ACTION SUBMITTALS

A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

### 1.4 COORDINATION

A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

### 1.5 CONTINGENCY ALLOWANCES

A. Use the contingency allowance only as directed by Architect for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.

B. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, insurance, equipment rental, and similar costs.

C. Contingency Fund Deduct Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit margins. **This amount shall be included as part of the bid.**

1. Additional Contractor related costs, overhead and profit **will not be allowed** as Contingency Fund Deduct Orders are issued.

D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

1.6 ADJUSTMENT OF ALLOWANCES

A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.

1. Include installation costs in purchase amount only where indicated as part of the allowance.
2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
3. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances.
4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.

B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.

1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

**PART 2 - PRODUCTS (Not Used)**

## PART 3 - EXECUTION

### 3.1 EXAMINATION

A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

### 3.2 PREPARATION

A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

### 3.3 SCHEDULE OF ALLOWANCES

1. Allowance No. 1: Contingency Allowance: Include the sum of **$25,000.**

END OF SECTION 01 21 00

# SECTION 01 25 00 - SUBSTITUTION PROCEDURES

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

B. Related Requirements:

1. Section 01 21 00 "Allowances" for products selected under an allowance.
2. Section 01 23 00 "Alternates" for products selected under an alternate.

### 1.3 DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.
3. The following are not considered to be requests for substitutions:

    a. Substitutions requested during the bidding period, and accepted by Addendum prior to award of the Contract, are included in the Contract Documents and are not subject to requirements specified in this Section for substitutions.
    b. Revisions to the Contract Documents requested by the Owner or Architect.
    c. Specified options of products and construction methods included in the Contract Documents.
    d. The Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.

## 1.4 ACTION SUBMITTALS

A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

   a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
   b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
   c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
   d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
   e. Samples, where applicable or requested.
   f. Certificates and qualification data, where applicable or requested.
   g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
   h. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
   i. Cost information, including a proposal of change, if any, in the Contract Sum.
   j. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
   k. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

2. Architect’s Action: If necessary, Architect will request additional information or documentation for evaluation within seven (7) days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within fourteen (14) days of receipt of request, or seven (7) days of receipt of additional information or documentation, whichever is later.

1.5 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

**PART 2 - PRODUCTS**

2.1 SUBSTITUTIONS

A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
b. Substitution request is fully documented and properly submitted.
c. Requested substitution will not adversely affect Contractor's construction schedule.
d. Requested substitution has received necessary approvals of authorities having jurisdiction.
e. Requested substitution is compatible with other portions of the Work.
f. Requested substitution has been coordinated with other portions of the Work.
g. Requested substitution provides specified warranty.
h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
i. The request is directly related to an “or-equal” clause or similar language in the Contract Documents.
j. The specified product of method of construction cannot be provided in a manner that is compatible with other materials and where the Contractor certifies that the substitution will overcome the incompatibility.

B. Substitutions for Convenience: Architect will consider requests for substitution if received within sixty (60) days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
b. Requested substitution does not require extensive revisions to the Contract Documents.
c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
d. Requested substitution provides sustainable design characteristics that specified product provided.
e. Substitution request is fully documented and properly submitted.
f. Requested substitution will not adversely affect Contractor's construction schedule.
g. Requested substitution has received necessary approvals of authorities having jurisdiction.
h. Requested substitution is compatible with other portions of the Work.
i. Requested substitution has been coordinated with other portions of the Work.
j. Requested substitution provides specified warranty.
k. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
l. The request is directly related to an “or-equal” clause or similar language in the Contract Documents.

**PART 3 - EXECUTION (Not Used)**

END OF SECTION 01 25 00

# SECTION 01 26 00 - CONTRACT MODIFICATION PROCEDURES

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

B. Related Requirements:

1. Section 01 25 00 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.

### 1.3 MINOR CHANGES IN THE WORK

A. Architect will issue through General Contractor supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710 “Architect’s Supplemental Instructions.

### 1.4 PROPOSAL REQUESTS

A. Architect/Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum and/or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
2. Within fourteen (14) days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and The Contract Time necessary to execute the change.

    a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    c. Include costs of labor and supervision directly attributable to the change.

d. Mark-up percentage for all changes in the work shall not exceed 10%.
e. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
f. Quotation Form: Use form acceptable to Architect.

B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Mark-up percentage for all changes in the work shall not exceed 10%.
6. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
7. Comply with requirements in Section 01 25 00 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
8. Proposal Request Form: Use form acceptable to Architect.

## 1.5 ADMINISTRATIVE CHANGE ORDERS

A. Allowance Adjustment: See Section 01 21 00 "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.

B. Unit-Price Adjustment: See Section 01 22 00 "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit-price work.

C. Contingency Fund: The Architect will record changes to the Contingency Fund on a Contingency Fund Adjustment form prepared by the Architect.

## 1.6 CHANGE ORDER PROCEDURES

A. On Owner’s approval of a Work Changes Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.7 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

END OF SECTION 01 26 00

# SECTION 01 29 00 - PAYMENT PROCEDURES

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

### 1.3 DEFINITIONS

A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

### 1.4 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.

1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:

    a. Application for Payment forms with continuation sheets.
    b. Submittal schedule.
    c. Items required to be indicated as separate activities in Contractor's construction schedule.

2. Submit the schedule of values to Architect at earliest possible date, but no later than seven (7) days before the date scheduled for submittal of initial Applications for Payment.
3. Subschedules for Phased Work: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values coordinated with each phase of payment.
4. Subschedules for Separate Elements of Work: Where the Contractor's construction schedule defines separate elements of the Work, provide subschedules showing values coordinated with each element.

5. Subschedules for Separate Design Contracts: Where the Owner has retained design professionals under separate contracts who will each provide certification of payment requests, provide subschedules showing values coordinated with the scope of each design services contract as described in Section 01 10 00 "Summary."

B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project identification on the schedule of values:

   a. Project name and location.
   b. Name of Architect.
   c. Architect's project number.
   d. Contractor's name and address.
   e. Date of submittal.

2. Arrange schedule of values consistent with format of AIA Document G703.
3. Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:

   a. Related Specification Section or Division.
   b. Description of the Work.
   c. Name of subcontractor.
   d. Name of manufacturer or fabricator.
   e. Name of supplier.
   f. Change Orders (numbers) that affect value.
   g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.

      1) Labor.
      2) Materials.
      3) Equipment.

4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five (5) percent of the Contract Sum.

   a. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling five (5) percent of the Contract Sum and subcontract amount.

5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
6. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.

   a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.

7. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
8. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
9. Purchase Contracts: Provide a separate line item in the schedule of values for each purchase contract. Show line-item value of purchase contract. Indicate owner payments or deposits, if any, and balance to be paid by Contractor.
10. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.

    a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.

11. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

## 1.5 APPLICATIONS FOR PAYMENT

A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.

B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.

C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.

D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.

1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.

E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.

1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
3. Provide summary documentation for stored materials indicating the following:

    a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
    b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
    c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.

F. Transmittal: Submit three (3) signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.

G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.

1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
2. When an application shows completion of an item, submit conditional final or full waivers.
3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
5. Waiver Forms: Submit executed waivers of lien on forms, acceptable to Owner.

H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
2. Schedule of values.
3. Contractor's construction schedule (preliminary if not final).
4. Combined Contractor's construction schedule (preliminary if not final) incorporating Work of multiple contracts, with indication of acceptance of schedule by each Contractor.
5. Copies of building permits.
6. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
7. Certificates of insurance and insurance policies.
8. Performance and payment bonds.

9. Data needed to acquire Owner's insurance.

I. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
3. Occupancy permits and similar approvals.
4. Application for reduction of retainage, and consent of surety.
5. Advice on shifting insurance coverage.
6. List of incomplete Work of Substantial Completion.

J. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
6. AIA Document G707, "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.
8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
9. Final liquidated damages settlement statement.
10. Completion of items specified for completion after Substantial Completion.
11. Proof that taxes, fees and similar obligations have been paid.
12. Removal of temporary facilities and services.
13. Removal of surplus materials, rubbish and similar elements.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

END OF SECTION 01 29 00

# SECTION 01 31 00 - PROJECT MANAGEMENT AND COORDINATION

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. General coordination procedures.
2. Coordination drawings.
3. Requests for Information (RFIs).
4. Project Web site.
5. Project meetings.

B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.

C. Related Requirements:

1. Section 01 73 00 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
2. Section 01 77 00 "Closeout Procedures" for coordinating closeout of the Contract.

### 1.3 DEFINITIONS

A. RFI: Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

### 1.4 INFORMATIONAL SUBMITTALS

A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

1. Name, address, and telephone number of entity performing subcontract or supplying products.
2. Number and title of related Specification Section(s) covered by subcontract.
3. Drawing number and detail references, as appropriate, covered by subcontract.

B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.

1. Post copies of list in project meeting room and by each temporary telephone. Keep list current at all times.

## 1.5 GENERAL COORDINATION PROCEDURES

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.

B. Inspection of Conditions: Require the Installer of each major component to inspect both the substrate and conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.

C. Coordinate temporary enclosures with required inspections and tests to minimize the necessity of uncovering completed construction for that purpose.

D. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

E. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's construction schedule.
2. Preparation of the schedule of values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.

8. Startup and adjustment of systems.

F. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

## 1.6 COORDINATION DRAWINGS

A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.

1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:

a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
b. Coordinate the addition of trade-specific information to the coordination drawings by multiple contractors in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
c. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
d. Indicate clear space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
e. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
f. Indicate required installation sequences.
g. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

B. Coordination Drawing Organization: Organize coordination drawings as follows:

1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings where required to adequately represent the Work.
2. Plenum Space: Indicate subframing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within ceiling plenum to accommodate layout of light fixtures indicated on Drawings. Indicate areas of conflict between light fixtures and other components.
3. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire-protection, fire-alarm, and electrical equipment.
4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
5. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.
6. Mechanical and Plumbing Work: Show the following:

    a. Sizes and bottom elevations of ductwork, piping, and conduit runs, including insulation, bracing, flanges, and support systems.
    b. Dimensions of major components, such as dampers, valves, diffusers, access doors, cleanouts and electrical distribution equipment.
    c. Fire-rated enclosures around ductwork.

7. Electrical Work: Show the following:

    a. Runs of vertical and horizontal conduit 1-1/4 inches (32 mm) in diameter and larger.
    b. Light fixture, exit light, emergency battery pack, smoke detector, and other fire-alarm locations.
    c. Panel board, switch board, switchgear, transformer, busway, generator, and motor control center locations.
    d. Location of pull boxes and junction boxes, dimensioned from column center lines.

8. Fire-Protection System: Show the following:

    a. Locations of standpipes, mains piping, branch lines, pipe drops, and sprinkler heads.

9. Review: Architect will review coordination drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility. If Architect determines that coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, Architect will so inform Contractor, who shall make changes as directed and resubmit.
10. Coordination Drawing Prints: Prepare coordination drawing prints according to requirements in Section 01 33 00 "Submittal Procedures."

C. Coordination Digital Data Files: Prepare coordination digital data files according to the following requirements:

1. File Preparation Format: Same digital data software program, version, and operating system as original Drawings.
2. File Submittal Format: Submit or post coordination drawing files using format same as file preparation format and Portable Data File (PDF) format.

3. Architect will furnish Contractor one set of digital data files of Drawings for use in preparing coordination digital data files.

    a. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Drawings.
    b. Contractor shall execute a data licensing agreement in the form of an agreement form acceptable to Architect.
    c. Refer to Section 00 72 00 “General Conditions” for additional information on digital data files.

## 1.7 REQUESTS FOR INFORMATION (RFIs)

A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in a form acceptable to the Architect.

1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

1. Project name.
2. Project number.
3. Date.
4. Name of Contractor.
5. Name of Architect.
6. RFI number, numbered sequentially.
7. RFI subject.
8. Specification Section number and title and related paragraphs, as appropriate.
9. Drawing number and detail references, as appropriate.
10. Field dimensions and conditions, as appropriate.
11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
12. Contractor's signature.

13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.

    a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.

C. Architect's Action: Architect will review each RFI, determine action required and respond. Allow seven working days for Architect's response for each RFI.

1. The following Contractor-generated RFIs will be returned without action:

    a. Requests for approval of submittals.
    b. Requests for approval of substitutions.
    c. Requests for approval of Contractor's means and methods.
    d. Requests for coordination information already indicated in the Contract Documents.
    e. Requests for adjustments in the Contract Time or the Contract Sum.
    f. Incomplete RFIs or inaccurately prepared RFIs.

2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 01 26 00 "Contract Modification Procedures."

    a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.

D. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Prepare log in accordance with regular progress meetings.

1. Project name.
2. Name and address of Contractor.
3. Name and address of Architect.
4. RFI number including RFIs that were returned without action or withdrawn.
5. RFI description.
6. Date the RFI was submitted.
7. Date Architect's response was received.

## 1.8 PROJECT WEB SITE

**A. All information must be submitted electronically via email, Submittal Exchange, or similar electronic document distribution at the Contractor's option and expense.**

B. Use Project Web site for purposes of hosting and managing project communication and documentation until Final Completion. Project web site shall include the following functions:

1. Project directory.
2. Project correspondence.
3. Meeting minutes.
4. Contract modifications forms and logs.
5. RFI forms and logs.
6. Task and issue management.
7. Photo documentation.
8. Schedule and calendar management.
9. Submittals forms and logs.
10. Payment application forms.
11. Drawing and specification document hosting, viewing, and updating.
12. Online document collaboration.
13. Reminder and tracking functions.
14. Archiving functions.

C. On completion of Project, provide one complete archive copy(ies) of Project Web site files to Owner and to Architect in a digital storage format acceptable to Architect.

## 1.9 PROJECT MEETINGS

A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned including Owner, and Architect, within 5 days of the meeting.

A. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction at a time convenient to Owner and Architect but no later than 15 days after execution of the Agreement.

1. Conduct the conference to review responsibilities and personnel assignments.
2. Attendees: Authorized representatives of Owner Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Discuss items of significance that could affect progress, including the following:

    a. Tentative construction schedule.
    b. Phasing.
    c. Critical work sequencing and long-lead items.

d. Designation of key personnel and their duties.
e. Lines of communications.
f. Procedures for processing field decisions and Change Orders.
g. Procedures for RFIs.
h. Procedures for testing and inspecting.
i. Procedures for processing Applications for Payment.
j. Distribution of the Contract Documents.
k. Submittal procedures.
l. Preparation of record documents.
m. Use of the premises and existing building.
n. Work restrictions.
o. Working hours.
p. Owner's occupancy requirements.
q. Responsibility for temporary facilities and controls.
r. Procedures for moisture and mold control.
s. Procedures for disruptions and shutdowns.
t. Construction waste management and recycling.
u. Parking availability.
v. Office, work, and storage areas.
w. Equipment deliveries and priorities.
x. First aid.
y. Security.
z. Progress cleaning.

4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.

B. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.

1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect, of scheduled meeting dates.
2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:

a. Contract Documents.
b. Options.
c. Related RFIs.
d. Related Change Orders.
e. Purchases.
f. Deliveries.
g. Submittals.
h. Review of mockups.
i. Possible conflicts.
j. Compatibility requirements.
k. Time schedules.
l. Weather limitations.
m. Manufacturer's written instructions.
n. Warranty requirements.

o. Compatibility of materials.
p. Acceptability of substrates.
q. Temporary facilities and controls.
r. Space and access limitations.
s. Regulations of authorities having jurisdiction.
t. Testing and inspecting requirements.
u. Installation procedures.
v. Coordination with other work.
w. Required performance results.
x. Protection of adjacent work.
y. Protection of construction and personnel.

3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

C. Project Closeout Conference: Schedule and conduct a project closeout conference, at a time convenient to Owner and Architect, but no later than 90 days prior to the scheduled date of substantial completion.

1. Conduct the conference to review requirements and responsibilities related to Project closeout.
2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:

a. Preparation of record documents.
b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
c. Submittal of written warranties.
d. Requirements for preparing operations and maintenance data.
e. Requirements for delivery of material samples, attic stock, and spare parts.
f. Requirements for demonstration and training.
g. Preparation of Contractor's punch list.
h. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
i. Submittal procedures.
j. Coordination of separate contracts.
k. Owner's partial occupancy requirements.
l. Installation of Owner's furniture, fixtures, and equipment.
m. Responsibility for removing temporary facilities and controls.

4. Minutes: Entity conducting meeting will record and distribute meeting minutes.

D. Progress Meetings: Conduct progress meetings at regular intervals to be determined.

1. Coordinate dates of meetings with preparation of payment requests.
2. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

    a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

        1) Review schedule for next period.

    b. Review present and future needs of each entity present, including the following:

        1) Interface requirements.
        2) Sequence of operations.
        3) Resolution of BIM component conflicts.
        4) Status of submittals.
        5) Deliveries.
        6) Off-site fabrication.
        7) Access.
        8) Site utilization.
        9) Temporary facilities and controls.
        10) Progress cleaning.
        11) Quality and work standards.
        12) Status of correction of deficient items.
        13) Field observations.
        14) Status of RFIs.
        15) Status of proposal requests.
        16) Pending changes.
        17) Status of Change Orders.
        18) Pending claims and disputes.
        19) Documentation of information for payment requests.

4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.

    a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

END OF SECTION 01 31 00

# SECTION 01 33 00 - SUBMITTAL PROCEDURES

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

B. Related Requirements:

1. Section 01 29 00 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
2. Section 01 78 23 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
3. Section 01 78 39 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

### 1.3 ACTION SUBMITTALS

A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.

1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
2. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.

    a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.

4. Format: Arrange the following information in a tabular format:

    a. Scheduled date for first submittal.
    b. Specification Section number and title.
    c. Submittal category: Action; informational.
    d. Name of subcontractor.
    e. Description of the Work covered.
    f. Scheduled date for Architect's final release or approval.
    g. Scheduled date of fabrication.
    h. Scheduled dates for purchasing.
    i. Scheduled dates for installation.
    j. Activity or event number.

## 1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Organize and submit by Specification Section number.
2. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
3. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
4. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
5. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.

    a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

B. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect’s receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required.
2. Resubmittal Review: Allow 15 days for review of each resubmittal.

C. Electronic Submittals: **(Submittal Exchange or similar electronic distribution may be used at Contractor's Option and Expense)** Identify and incorporate information in each electronic submittal file as follows:

1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
2. Name file with specification section, including revision identifier.
3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Architect containing the following information:

    a. Project name.
    b. Date.
    c. Name and address of Architect.
    d. Name of Construction Manager.
    e. Name of Contractor.
    f. Name of firm or entity that prepared submittal.
    g. Names of subcontractor, manufacturer, and supplier.
    h. Category and type of submittal.
    i. Submittal purpose and description.
    j. Specification Section number and title.
    k. Specification paragraph number or drawing designation and generic name for each of multiple items.
    l. Drawing number and detail references, as appropriate.
    m. Location(s) where product is to be installed, as appropriate.
    n. Related physical samples submitted directly.
    o. Indication of full or partial submittal.
    p. Transmittal number.
    q. Submittal and transmittal distribution record.
    r. Other necessary identification.
    s. Remarks.

D. Options: Identify options requiring selection by Architect.

E. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.

F. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.
2. Note date and content of revision in label or title block and clearly indicate extent of revision.
3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.

G. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

H. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

## PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.

1. Submit electronic submittals via email as PDF electronic files.

    a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.

2. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.

    a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.
    b. Provide a notarized statement on original paper copy certificates and certifications where indicated.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:

    a. Manufacturer's catalog cuts.
    b. Manufacturer's product specifications.
    c. Standard color charts.
    d. Statement of compliance with specified referenced standards.
    e. Testing by recognized testing agency.
    f. Application of testing agency labels and seals.
    g. Notation of coordination requirements.
    h. Availability and delivery time information.

4. For equipment, include the following in addition to the above, as applicable:

    a. Wiring diagrams showing factory-installed wiring.
    b. Printed performance curves.
    c. Operational range diagrams.
    d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.

5. Submit Product Data before or concurrent with Samples.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

    a. Identification of products.
    b. Schedules.
    c. Compliance with specified standards.
    d. Notation of coordination requirements.
    e. Notation of dimensions established by field measurement.
    f. Relationship and attachment to adjoining construction clearly indicated.
    g. Seal and signature of professional engineer if specified.

D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
2. Identification: Attach label on unexposed side of Samples that includes the following:

    a. Generic description of Sample.
    b. Product name and name of manufacturer.
    c. Sample source.
    d. Number and title of applicable Specification Section.
    e. Specification paragraph number and generic name of each item.

3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

    a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.

b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.

5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.

   a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.

6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

   a. Number of Samples: Submit three sets of Samples.

      1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated. Refer to individual sections for detailed requirements.
      2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
2. Manufacturer and product name, and model number if applicable.
3. Number and name of room or space.
4. Location within room or space.

F. Coordination Drawing Submittals: Comply with requirements specified in Section 01 31 00 "Project Management and Coordination."

G. Application for Payment and Schedule of Values: Comply with requirements specified in Section 01 29 00 "Payment Procedures."

H. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 01 77 00 "Closeout Procedures."

I. Maintenance Data: Comply with requirements specified in Section 017823 "Operation and Maintenance Data."

J. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.

K. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

L. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

M. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

N. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

O. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

P. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

Q. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

R. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:

1. Name of evaluation organization.
2. Date of evaluation.
3. Time period when report is in effect.
4. Product and manufacturers' names.
5. Description of product.
6. Test procedures and results.
7. Limitations of use.

S. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

T. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

U. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

V. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S REVIEW

A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

B. Project Closeout and Maintenance Material Submittals: See requirements in Section 01 77 00 "Closeout Procedures."

C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

### 3.2 ARCHITECT'S ACTION

A. Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.

B. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

C. Submittals not required by the Contract Documents may be returned by the Architect without action.

END OF SECTION 01 33 00

# SECTION 01 40 00 - QUALITY REQUIREMENTS

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

A. Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
4. Specific test and inspection requirements are not specified in this Section.

### 1.3 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.

C. Mockups: Full-size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.

1. Laboratory Mockups: Full-size physical assemblies constructed at testing facility to verify performance characteristics.
2. Integrated Exterior Mockups: Mockups of the exterior envelope erected separately from the building but on Project site, consisting of multiple products, assemblies, and subassemblies.
3. Room Mockups: Mockups of typical interior spaces complete with wall, floor, and ceiling finishes, doors, windows, millwork, casework, specialties, furnishings and equipment, and lighting.

D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.

E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

F. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.

G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).

J. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

## 1.4 CONFLICTING REQUIREMENTS

A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

## 1.5 INFORMATIONAL SUBMITTALS

A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.

B. Qualification Data : For Contractor's quality-control personnel.

C. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

D. Schedule of Tests and Inspections: Prepare in tabular form and include the following:

1. Specification Section number and title.
2. Entity responsible for performing tests and inspections.
3. Description of test and inspection.
4. Identification of applicable standards.
5. Identification of test and inspection methods.
6. Number of tests and inspections required.
7. Time schedule or time span for tests and inspections.
8. Requirements for obtaining samples.
9. Unique characteristics of each quality-control service.

## 1.6 CONTRACTOR'S QUALITY-CONTROL PLAN

A. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice to Proceed, and not less than five days prior to preconstruction conference. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's construction schedule.

B. Quality-Control Personnel Qualifications: Engage qualified full-time personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.

1. Project quality-control manager may also serve as Project superintendent.

C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.

D. Testing and Inspection: In quality-control plan, include a comprehensive schedule of Work requiring testing or inspection, including the following:

1. Contractor-performed tests and inspections including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections.
2. Special inspections required by authorities having jurisdiction and indicated on the "Statement of Special Inspections."
3. Owner-performed tests and inspections indicated in the Contract Documents.

E. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.

F. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

## 1.7 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.

11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of technical representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of factory-authorized service representative making report.
2. Statement that equipment complies with requirements.
3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
4. Statement whether conditions, products, and installation will affect warranty.
5. Other required items indicated in individual Specification Sections.

D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

## 1.8 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.

F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.

G. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:

1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
2. Notify Architect seven days in advance of dates and times when mockups will be constructed.
3. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed during the construction at Project.
4. Demonstrate the proposed range of aesthetic effects and workmanship.
5. Obtain Architect's approval of mockups before starting work, fabrication, or construction.

    a. Allow seven days for initial review and each re-review of each mockup.

6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
7. Demolish and remove mockups when directed unless otherwise indicated.

## 1.9 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.

1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
2. Payment for these services will be made from testing and inspecting allowances, as authorized by Change Orders.
3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.

B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.

1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.

    a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.

3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 01 33 00 "Submittal Procedures."

D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.

E. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

F. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
6. Do not perform any duties of Contractor.

G. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspecting equipment at Project site.

H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents as a component of Contractor's quality-control plan. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.

1. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.10 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Owner will engage a qualified testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, and as follows:

1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviews the completeness and adequacy of those procedures to perform the Work.
2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
6. Retesting and reinspecting corrected work.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION**

3.1 TEST AND INSPECTION LOG

A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.
2. Description of the Work tested or inspected.
3. Date test or inspection results were transmitted to Architect.
4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 01 73 00 "Execution."

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01 40 00

# SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

B. Related Requirements:

1. Section 01 10 00 "Summary" for work restrictions and limitations on utility interruptions.

### 1.3 USE CHARGES

A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, testing agencies, and authorities having jurisdiction.

B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

### 1.4 INFORMATIONAL SUBMITTALS

A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

B. Erosion- and Sedimentation-Control Plan: Show compliance with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.

C. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.

D. Moisture-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage.

1. Describe delivery, handling, and storage provisions for materials subject to water absorption or water damage.
2. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water-damaged Work.
3. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.

E. Dust- and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust- and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Identify further options if proposed measures are later determined to be inadequate. Include the following:

1. Locations of dust-control partitions at each phase of work.
2. HVAC system isolation schematic drawing.
3. Location of proposed air-filtration system discharge.
4. Waste handling procedures.
5. Other dust-control measures.

## 1.5 QUALITY ASSURANCE

A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

C. Accessible Temporary Egress: Comply with requirements of Authority Having Jurisdiction.

## 1.6 PROJECT CONDITIONS

A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

B. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Take necessary fire prevention measures.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

A. Portable Chain-Link Fencing: Minimum 2-inch (50-mm), 0.148-inch- (3.8-mm-) thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet (1.8 m) high with galvanized-steel pipe posts; minimum 2-3/8-inch- (60-mm-) OD line posts and 2-7/8-inch- (73-mm-) OD corner and pull posts, with 1-5/8-inch- (42-mm-) OD top and bottom rails. Provide galvanized-steel bases for supporting posts.

B. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10-mil (0.25-mm) minimum thickness, with flame-spread rating of 15 or less per ASTM E 84 and passing NFPA 701 Test Method 2.

C. Dust-Control Adhesive-Surface Walk-off Mats: Provide mats minimum 36 by 60 inches (914 by 1624 mm).

D. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively.

### 2.2 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

B. HVAC Equipment: **Unless Owner authorizes use of permanent HVAC system**, provide vented, self-contained, natural-gas heaters with individual space thermostatic control.

1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
2. Heating Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.
3. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV or 8 at each return-air grille in system and remove at end of construction and clean HVAC system as required in Section 01 77 00 “Closeout Procedures”.

    a. Coordinate ventilation requirements to produce the ambient condition required and minimize consumption of energy.

C. Air-Filtration Units: Primary and secondary HEPA-filter-equipped portable units with four-stage filtration. Provide single switch for emergency shutoff. Configure to run continuously.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

1. Locate facilities to limit site disturbance as specified in Section 01 10 00 "Summary."

B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

### 3.2 TEMPORARY UTILITY INSTALLATION

A. General: Engage the appropriate local utility company to install temporary service or connect to existing service. Where the company provides only part of the service, provide the remainder with matching, compatible materials and equipment; comply with the company's recommendations.

1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
2. Obtain easements to bring temporary utilities to the site.

B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.

1. Connect temporary sewers to municipal system as directed by authorities having jurisdiction.

C. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.

D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

E. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce the ambient condition required and minimize consumption of energy.

F. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.

1. Prior to commencing work, isolate the HVAC system in area where work is to be performed according to coordination drawings.

a. Disconnect supply and return ductwork in work area from HVAC systems servicing occupied areas.
b. Maintain negative air pressure within work area using HEPA-equipped air-filtration units, starting with commencement of temporary partition construction, and continuing until removal of temporary partitions is complete.

2. Maintain dust partitions during the Work. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust-containment devices.
3. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.

G. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.

**1. Provide dehumidification systems when required to reduce substrate moisture levels to level required to allow installation or application of finishes.**

H. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.

I. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.

1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
2. Install lighting for Project identification sign.

J. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel.

K. Electronic Communication Service: Provide a desktop computer in the primary office adequate for use by Architect and Owner to access Project electronic documents and maintain electronic communications.

## 3.3 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:

1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet (9 m) of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas as indicated on Drawings.

1. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.

C. Temporary Use of Permanent Roads and Paved Areas: Locate temporary roads and paved areas in same location as permanent roads and paved areas. Construct and maintain temporary roads and paved areas adequate for construction operations. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.

1. Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.
2. Prepare subgrade and install subbase and base for temporary roads and paved areas according to Section 31 20 00 "Earth Moving."
3. Recondition base after temporary use, including removing contaminated material, regrading, proofrolling, compacting, and testing.
4. Delay installation of final course of permanent hot-mix asphalt pavement until immediately before Substantial Completion. Repair hot-mix asphalt base-course pavement before installation of final course according to Section 32 12 16 "Asphalt Paving."

D. Traffic Controls: Comply with requirements of authorities having jurisdiction.

1. Protect existing site improvements to remain including curbs, pavement, and utilities.
2. Maintain access for fire-fighting equipment and access to fire hydrants.

E. Parking: Use designated areas of Owner's existing parking areas for construction personnel.

F. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.

1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
2. Remove snow and ice as required to minimize accumulations.

G. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.

1. Identification Signs: Provide Project identification signs as directed by Architect/Owner.
2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.

    a. Provide temporary, directional signs for construction personnel and visitors.

3. Maintain and touchup signs so they are legible at all times.

H. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 01 73 00 "Execution."

I. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.

1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

J. Temporary Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate.

K. Existing Stair Usage: Use of Owner's existing stairs will be permitted, provided stairs are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore stairs to condition existing before initial use.

1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If stairs become damaged, restore damaged areas so no evidence remains of correction work.

## 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.

B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

1. Comply with work restrictions specified in Section 01 10 00 "Summary."

C. Temporary Erosion and Sedimentation Control: Comply with requirements of 2003 EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent and requirements specified in Section 31 25 00 “Erosion and Sedimentation Control”.

D. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.

E. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.

F. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using environmentally safe materials.

G. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.

1. Extent of Fence: As indicated on Drawings.
2. Maintain security by limiting number of keys and restricting distribution to authorized personnel.

H. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.

1. Storage: Where materials and equipment must be stored, and are of value or attractive for theft, provide a secure lockup. Enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.

I. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

J. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.

K. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.

1. Where heating or cooling is needed and permanent enclosure is incomplete, insulate temporary enclosures.

L. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by Owner from fumes and noise.

1. Construct dustproof partitions with gypsum wallboard with joints taped on occupied side, and fire-retardant-treated plywood on construction operations side.
2. Construct dustproof partitions with two layers of 6-mil (0.14-mm) polyethylene sheet on each side. Cover floor with two layers of 6-mil (0.14-mm) polyethylene sheet, extending sheets 18 inches (460 mm) up the sidewalls. Overlap and tape full length of joints. Cover floor with fire-retardant-treated plywood.

    a. Construct vestibule and airlock at each entrance through temporary partition with not less than 48 inches (1219 mm) between doors. Maintain water-dampened foot mats in vestibule.

3. Where fire-resistance-rated temporary partitions are indicated or are required by authorities having jurisdiction, construct partitions according to the rated assemblies.
4. Insulate partitions to control noise transmission to occupied areas.
5. Seal joints and perimeter. Equip partitions with gasketed dustproof doors and security locks where openings are required.
6. Protect air-handling equipment.
7. Provide walk-off mats at each entrance through temporary partition.

M. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.

1. Prohibit smoking in construction areas.
2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

N. Collection and Disposal of Waste: Collect waste from construction areas and elsewhere as required to maintain a neat and orderly site.

O. Hazardous Wastes: Hazardous wastes shall be separated, stored, and disposed of according to local regulations.

P. Environmental Protection: Provide protection, operate temporary facilities and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways and subsoil might be contaminated or polluted. Restrict use of noise making tools and equipment to hours that will minimize complaints from persons or firms near the site.

## 3.5 MOISTURE AND MOLD CONTROL

A. Contractor's Moisture-Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.

B. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:

1. Protect porous materials from water damage.
2. Protect stored and installed material from flowing or standing water.
3. Keep porous and organic materials from coming into prolonged contact with concrete.
4. Remove standing water from decks.
5. Keep deck openings covered or dammed.

C. Partially Enclosed Construction Phase: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:

1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
2. Keep interior spaces reasonably clean and protected from water damage.
3. Periodically collect and remove waste containing cellulose or other organic matter.
4. Discard or replace water-damaged material.

5. Do not install material that is wet.
6. Discard, replace, or clean stored or installed material that begins to grow mold.
7. Perform work in a sequence that allows any wet materials adequate time to dry before enclosing the material in drywall or other interior finishes.

D. Controlled Construction Phase of Construction: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:

1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
2. Use permanent HVAC system to control humidity.
3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.

    a. Hygroscopic materials that may support mold growth, including wood and gypsum-based products, that become wet during the course of construction and remain wet for 48 hours are considered defective.
    b. Measure moisture content of materials that have been exposed to moisture during construction operations or after installation. Record readings beginning at time of exposure and continuing daily for 48 hours. Identify materials containing moisture levels higher than allowed. Report findings in writing to Architect.
    c. Remove materials that cannot be completely restored to their manufactured moisture level within 48 hours.

## 3.6 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal.

1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.

D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.

2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.

3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 01 77 00 "Closeout Procedures."

END OF SECTION 01 50 00

# SECTION 01 73 00 - EXECUTION

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:

1. Construction layout.
2. Field engineering and surveying.
3. Installation of the Work.
4. Cutting and patching.
5. Progress cleaning.
6. Protection of installed construction.

B. Related Requirements:

1. Section 01 10 00 "Summary" for limits on use of Project site.
2. Section 01 33 00 "Submittal Procedures" for submitting surveys.
3. Section 01 77 00 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.
4. Section 02 40 00 "Selective Demolition" for demolition and removal of selected portions of the building.

### 1.3 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.

B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

### 1.4 QUALITY ASSURANCE

A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

B. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection

2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operational elements include the following:

   a. Primary operational systems and equipment.
   b. Fire separation assemblies.
   c. Air or smoke barriers.
   d. Fire-suppression systems.
   e. Mechanical systems piping and ducts.
   f. Control systems.
   g. Communication systems.
   h. Fire-detection and -alarm systems.
   i. Conveying systems.
   j. Electrical wiring systems.
   k. Operating systems of special construction.

3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:

   a. Water, moisture, or vapor barriers.
   b. Membranes and flashings.
   c. Exterior curtain-wall construction.
   d. Sprayed fire-resistive material.
   e. Equipment supports.
   f. Piping, ductwork, vessels, and equipment.
   g. Noise- and vibration-control elements and systems.

4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

C. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance.

1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

## 3.2 PREPARATION

A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 01 31 00 "Project Management and Coordination."

## 3.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.

B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.

1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
2. Establish limits on use of Project site.
3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
4. Inform installers of lines and levels to which they must comply.
5. Check the location, level and plumb, of every major element as the Work progresses.
6. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.

C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.

D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

## 3.4 FIELD ENGINEERING

A. Identification: Owner will identify existing benchmarks, control points, and property corners.

B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.

1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect before proceeding.
2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.

C. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.

1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.

## 3.5 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.
2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.

F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
2. Allow for building movement, including thermal expansion and contraction.
3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

## 3.6 CUTTING AND PATCHING

A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

C. Temporary Support: Provide temporary support of work to be cut.

D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Section 01 10 00 "Summary."

F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas. Coordinate with utility provider if utility is to be abandoned.

G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
6. Proceed with patching after construction operations requiring cutting are complete.

H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.

    a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    b. Restore damaged pipe covering to its original condition.

3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

    a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.

I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

## 3.7 OWNER-INSTALLED PRODUCTS

A. Site Access: Provide access to Project site for Owner's construction personnel.

B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction personnel.

1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
2. Preinstallation Conferences: Include Owner's construction personnel at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction personnel if portions of the Work depend on Owner's construction.

## 3.8 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

    a. Use containers intended for holding waste materials of type to be stored.

4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.

2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 01 50 00 "Temporary Facilities and Controls"

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

## 3.9 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Comply with manufacturer's written instructions for temperature and relative humidity.

C. Clean and protect construction in progress and adjoining materials in place, during handling and installation. Apply protective covering where required to assure protection from damage or deterioration at Substantial Completion.

D. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to assure operability without damaging effects.

E. Limiting Exposures: Supervise construction operations to assure that not part of the construction, completed or in progress is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to the following:

1. Excessive static or dynamic loading.
2. Excessively high or low temperatures.
3. Excessively high or low humidity.
4. Water or ice.
5. Solvents.
6. Chemicals.
7. Light.
8. Puncture.
9. Abrasion.
10. Heavy traffic.
11. Soiling, staining, corrosion.
12. Rodent and insect infestation.
13. Electrical current.
14. Improper lubrication.
15. Unusual wear or other misuse.
16. Contact between incompatible materials.
17. Misalignment.
18. Excessive weathering.
19. Unprotected storage.
20. Improper shipping or handling.
21. Theft.
22. Vandalism.

END OF SECTION 01 73 00

# SECTION 01 74 19 – CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

## PART 1 - GENERAL

### 1.1 SUMMARY

A. This Section includes administrative and procedural requirements for the following:

1. Salvaging nonhazardous demolition and construction waste.
2. Recycling nonhazardous demolition and construction waste.
3. Disposing of nonhazardous demolition and construction waste.

B. See Division 31 Section “Site Clearing” for disposition of waste resulting from site clearing and removal of above- and below-grade improvements.

### 1.2 DEFINITIONS

A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.

B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.

C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.

D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.

E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.

F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

### 1.3 PERFORMANCE GOALS

A. General: Develop waste management plan that results in end-of-Project rates for salvage/recycling of 80 percent by weight of total waste generated by the Work.

B. Salvage/Recycle Goals: Owner’s goal is to salvage and recycle as much nonhazardous demolition and construction waste as possible.

1.4 SUBMITTALS

A. Waste Reduction Calculations: Before request for Substantial Completion, submit three copies of calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.

1.5 QUALITY ASSURANCE

A. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.

B. Waste Management Conference: Conduct conference at Project site.

1.6 WASTE MANAGEMENT PLAN

A. General: Develop plan consisting of waste identification and waste reduction work plan. Include separate sections in plan for demolition and construction waste. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.

B. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.

1. Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.
2. Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.
3. Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.
4. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
5. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
6. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on Project site where materials separation will be located.

**PART 2 - PRODUCTS (NOT USED)**

## PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

A. General: Implement waste management plan as approved by Owner. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.

B. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at the Project Site.

1. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.

C. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
2. Comply with Division 1 Section “Temporary Facilities and Controls” for controlling dust and dirt, environmental protection, and noise control.

3.2 SALVAGING DEMOLITION WASTE

A. Salvaged Items for Reuse in the Work:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until installation.
4. Protect items from damage during transport and storage.
5. Install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, support, and miscellaneous materials necessary to make items functional for use indicated.

B. Salvaged Items for Sale and Donation: Not permitted on Project Site.

C. Salvaged Items for Owner’s Use:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner’s storage area designated by Owner.
5. Protect items from damage during transport and storage.

## 3.3 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

A. General: Recycle paper and beverage containers used by on-site workers.

B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to Contractor.

C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.

1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.

    a. Inspect containers and bins for contamination and remove contaminated materials if found.

2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
4. Store components off the ground and protect them from the weather.
5. Remove recyclable waste off Owner's property and transport to recycling receiver or processor.

## 3.4 RECYCLING DEMOLITION WASTE

A. Asphaltic Concrete Paving: Break up and transport paving to asphalt-recycling facility.

B. Wood Materials: Sort and stack members according to size, type, and length. Separate lumber, engineered wood products, panel products, and treated wood materials.

C. Metals: Separate metals by type.

1. Structural Steel: Stack members according to size, type of member, and length.
2. Remove and dispose of bolts, nuts, washers, and other rough hardware.

D. Piping: Reduce piping to straight lengths and store by type and size. Separate supports, hangers, valves, sprinklers, and other components by type and size.

E. Lighting Fixtures: Separate lamps by type and protect from breakage.

1. Remove ballast from fixture and separate non-PCB and PCB ballast. Ballast to be stacked, labeled and shrink wrapped on wood pallets. Owner will pick up from site. Coordinate with Owner the location of material for removal.

2. Owner will provide lamp boxes for Contractors removal and disposal procedure. Owner will pick up from site. Coordinate with Owner the location of material for removal.

F. Electrical Devices: Separate switches, receptacles, switchgear, transformers, meters, panelboards, circuit breakers, and other devices by type.

G. Conduit: Reduce conduit to straight lengths and store by type and size.

3.5 RECYCLING CONSTRUCTION WASTE

A. Packaging:

1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
2. Polystyrene Packaging: Separate and bag materials.
3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

B. Site-Clearing Wastes: Chip brush, branches, and trees at landfill facility.

C. Wood Materials:

1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.
2. Clean Sawdust: Bag sawdust that does not contain painted or treated wood.

3.6 DISPOSAL OF WASTE

A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Disposal: Transport waste materials off Owner's property and legally dispose of them.

END OF SECTION 01 74 19

# SECTION 01 77 00 - CLOSEOUT PROCEDURES

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

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

1. Substantial Completion procedures.
2. Final completion procedures.
3. Warranties.
4. Final cleaning.
5. Repair of the Work.

B. Related Requirements:

1. Section 01 73 00 "Execution" for progress cleaning of Project site.
2. Section 01 78 23 "Operation and Maintenance Data" for operation and maintenance manual requirements.
3. Section 01 78 39 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

### 1.3 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

B. Certificate of Insurance: For continuing coverage.

C. Field Report: For pest control inspection.

### 1.4 MAINTENANCE MATERIAL SUBMITTALS

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

## 1.5 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 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. In the Application for Payment that first follows the date of Substantial Completion, show supporting documentation for completion and a statement showing an accounting of changes to the Contract Sum.

    a. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.

2. 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.
3. 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.
4. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
5. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number where applicable.
6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

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. Advise Owner of pending insurance changeover requirements.
2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
3. Complete startup and testing of systems and equipment.
4. Perform preventive maintenance on equipment used prior to Substantial Completion.
5. Advise Owner of changeover in heat and other utilities.
6. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
8. Complete final cleaning requirements, including touchup painting.
9. 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.

## 1.6 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:

1. Submit a final Application for Payment according to Section 01 29 00 "Payment Procedures."
2. 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.
3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit pest-control final inspection report.

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.

## 1.7 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties as indicated in individual sections 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. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.

C. 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 (215-by-280-mm) paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed 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.

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

## PART 2 - PRODUCTS

### 2.1 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.

## PART 3 - EXECUTION

### 3.1 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 and 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. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
h. Sweep concrete floors broom clean in unoccupied spaces.
i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
k. Remove labels that are not permanent.
l. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
o. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.

1) Clean HVAC system in compliance with NADCA Standard 1992-01. Provide written report on completion of cleaning.

p. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
q. Leave Project clean and ready for occupancy.

C. Pest Control: Comply with pest control requirements in Section 01 50 00 "Temporary Facilities and Controls." Prepare written report.

D. Construction Waste Disposal: Comply with waste disposal requirements in Section 01 50 00 "Temporary Facilities and Controls"

1. Where extra materials of value remaining after completion of associated Work have become the Owner's property, arrange for disposition of these materials as directed.

## 3.2 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 restored, 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 that already show evidence of repair or restoration.

    a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.

3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
4. 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 77 00

# SECTION 01 78 23 - OPERATION AND MAINTENANCE DATA

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:

1. Operation and maintenance documentation directory.
2. Emergency manuals.
3. Operation manuals for systems, subsystems, and equipment.
4. Product maintenance manuals.
5. Systems and equipment maintenance manuals.

B. Related Requirements:

1. Section 01 33 00 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.

### 1.3 CLOSEOUT SUBMITTALS

A. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.

1. Architect will comment on whether content of operations and maintenance submittals are acceptable.
2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.

B. Format: Submit operations and maintenance manuals in the following format:

1. PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to Architect.

   a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
   b. Enable inserted reviewer comments on draft submittals.

2. One paper copy. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves.

C. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect will return copy with comments.

1. Correct or revise each manual to comply with Architect's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's comments and prior to commencing demonstration and training.

## PART 2 - PRODUCTS

### 2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

A. Directory: Prepare a single, comprehensive directory of emergency, operation, and maintenance data and materials, listing items and their location to facilitate ready access to desired information. Include a section in the directory for each of the following:

1. List of documents.
2. List of systems.
3. List of equipment.
4. Table of contents.

B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.

C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.

D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

## 2.2 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:

1. Title page.
2. Table of contents.
3. Manual contents.

B. Title Page: Include the following information:

1. Subject matter included in manual.
2. Name and address of Project.
3. Name and address of Owner.
4. Date of submittal.
5. Name and contact information for Contractor.
6. Name and contact information for Construction Manager.
7. Name and contact information for Architect.
8. Name and contact information for Commissioning Authority.
9. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
10. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

E. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.

1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.

2. File Names and Bookmarks: Enable bookmarking of individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.

F. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.

1. Binders: Heavy-duty, three-ring, vinyl-covered, binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (215-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.

   a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
   b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
4. Supplementary Text: Prepared on 8-1/2-by-11-inch (215-by-280-mm) white bond paper.
5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.

   a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
   b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

## 2.3 EMERGENCY MANUALS

A. Content: Organize manual into a separate section for each of the following:

1. Type of emergency.
2. Emergency instructions.
3. Emergency procedures.

B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:

1. Fire.
2. Flood.
3. Gas leak.
4. Water leak.
5. Power failure.
6. Water outage.
7. System, subsystem, or equipment failure.
8. Chemical release or spill.

C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.

D. Emergency Procedures: Include the following, as applicable:

1. Instructions on stopping.
2. Shutdown instructions for each type of emergency.
3. Operating instructions for conditions outside normal operating limits.
4. Required sequences for electric or electronic systems.
5. Special operating instructions and procedures.

## 2.4 OPERATION MANUALS

A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:

1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
2. Performance and design criteria if Contractor has delegated design responsibility.
3. Operating standards.
4. Operating procedures.
5. Operating logs.
6. Wiring diagrams.
7. Control diagrams.
8. Piped system diagrams.
9. Precautions against improper use.
10. License requirements including inspection and renewal dates.

B. Descriptions: Include the following:

1. Product name and model number. Use designations for products indicated on Contract Documents.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.

5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

## 2.5 PRODUCT MAINTENANCE MANUALS

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

C. Product Information: Include the following, as applicable:

1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.
4. Material and chemical composition.
5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and the following:

1. Inspection procedures.
2. Types of cleaning agents to be used and methods of cleaning.
3. List of cleaning agents and methods of cleaning detrimental to product.

4. Schedule for routine cleaning and maintenance.
5. Repair instructions.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

## 2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.

B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:

1. Standard maintenance instructions and bulletins.
2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
3. Identification and nomenclature of parts and components.
4. List of items recommended to be stocked as spare parts.

D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:

1. Test and inspection instructions.
2. Troubleshooting guide.
3. Precautions against improper maintenance.
4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
5. Aligning, adjusting, and checking instructions.
6. Demonstration and training video recording, if available.

E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.

2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.

F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

## PART 3 - EXECUTION

### 3.1 MANUAL PREPARATION

A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.

B. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.

C. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

D. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.

1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

E. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.

F. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.

1. Do not use original project record documents as part of operation and maintenance manuals.
2. Comply with requirements of newly prepared record Drawings in Section 01 78 39 "Project Record Documents."

G. Comply with Section 01 77 00 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 01 78 23

# SECTION 01 78 39 - PROJECT RECORD DOCUMENTS

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

A. Section includes administrative and procedural requirements for project record documents, including the following:

1. Record Drawings.
2. Record Specifications.
3. Record Product Data.
4. Miscellaneous record submittals.

B. Related Requirements:

1. Section 01 77 00 "Closeout Procedures" for general closeout procedures.
2. Section 01 78 23 "Operation and Maintenance Data" for operation and maintenance manual requirements.

### 1.3 CLOSEOUT SUBMITTALS

A. Submit record documents to the Architect for the Owner's records within 30 calendar days of Substantial Completion, without any mitigating circumstances. Failure to submit all required documents listed herein within this timeframe shall result in the 5% project retainage being held until such time that documents are provided in their entirety.

B. Record Drawings: Comply with the following:

1. Final Submittal:

a. Submit one paper-copy set(s) of marked-up record prints.

1) Submit one clean, undamaged set of Contract Drawings and Shop Drawings with all Addendums and contract modifications posted.

2. Submit record digital data files in PDF format.
3. Plot each drawing file, whether or not changes and additional information were recorded.

C. Record Specifications: Submit one paper copy and annotated PDF electronic files of Project's Specifications, including addenda and contract modifications.

D. Record Product Data: Submit one paper copy and annotated PDF electronic files and directories of each submittal.

1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

E. Record Samples: Meet at the site with the Architect and the Owner's personnel to determine which of the submitted samples are to be transmitted to the Owner for record purposes.

## PART 2 - PRODUCTS

### 2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.

1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
b. Accurately record information in an acceptable drawing technique.
c. Record data as soon as possible after obtaining it.
d. Record and check the markup before enclosing concealed installations.
e. Cross-reference record prints to corresponding archive photographic documentation.

2. Content: Types of items requiring marking include, but are not limited to, the following:

a. Dimensional changes to Drawings.
b. Revisions to details shown on Drawings.
c. Depths of foundations below first floor.
d. Locations and depths of underground utilities.
e. Revisions to routing of piping and conduits.
f. Revisions to electrical circuitry.
g. Actual equipment locations.
h. Duct size and routing.
i. Locations of concealed internal utilities.
j. Changes made by Change Order or Construction Change Directive.
k. Changes made following Architect's written orders.
l. Details not on the original Contract Drawings.
m. Field records for variable and concealed conditions.
n. Record information on the Work that is shown only schematically.

3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
4. Mark important additional information that was either shown schematically or omitted from original Drawings.
5. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

## 2.2 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
5. Note related Change Orders, record Product Data, and record Drawings where applicable.

B. Format: Submit record Specifications as annotated PDF electronic file and paper copy.

## 2.3 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders, record Specifications, and record Drawings where applicable.

B. Format: Submit record Product Data as annotated PDF electronic file and paper copy.

1. Include record Product Data directory organized by Specification Section number and title, electronically linked to each item of record Product Data.

2.4 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

B. Format: Submit miscellaneous record submittals as PDF electronic file and paper copy.

1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

**PART 3 - EXECUTION**

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.

B. Maintenance of Record Documents and Samples: Store record documents and Samples in the office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

END OF SECTION 01 78 39

# SECTION 01 79 00 - DEMONSTRATION AND TRAINING

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:

1. Demonstration of operation of systems, subsystems, and equipment.
2. Training in operation and maintenance of systems, subsystems, and equipment.
3. Demonstration and training video recordings.

### 1.3 INFORMATIONAL SUBMITTALS

A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.

B. Attendance Record: For each training module, submit list of participants and length of instruction time.

C. Evaluations: For each participant and for each training module, submit results and documentation of performance-based test.

### 1.4 CLOSEOUT SUBMITTALS

A. Demonstration and Training Video Recordings: Submit two copies within seven days of end of each training module.

1. Identification: On each copy, provide an applied label with the following information:

a. Name of Project.
b. Name and address of videographer.
c. Name of Architect.
d. Name of Construction Manager.
e. Name of Contractor.
f. Date of video recording.

2. Transcript: Prepared in PDF electronic format. Include a cover sheet with same label information as the corresponding video recording and a table of contents with links to corresponding training components. Include name of Project and date of video recording on each page.
3. At completion of training, submit complete training manual(s) for Owner's use in PDF electronic file format on compact disc.

## 1.5 QUALITY ASSURANCE

A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.

B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Section 01 40 00 "Quality Requirements," experienced in operation and maintenance procedures and training.

C. Preinstruction Conference: Conduct conference at Project site to comply with requirements in Section 01 31 00 "Project Management and Coordination." Review methods and procedures related to demonstration and training including, but not limited to, the following:

1. Inspect and discuss locations and other facilities required for instruction.
2. Review and finalize instruction schedule and verify availability of educational materials, instructors' personnel, audiovisual equipment, and facilities needed to avoid delays.
3. Review required content of instruction.
4. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

## 1.6 COORDINATION

A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.

B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.

C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

## PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.

B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:

1. Basis of System Design, Operational Requirements, and Criteria: Include the following:

   a. System, subsystem, and equipment descriptions.
   b. Performance and design criteria if Contractor is delegated design responsibility.
   c. Operating standards.
   d. Regulatory requirements.
   e. Equipment function.
   f. Operating characteristics.
   g. Limiting conditions.
   h. Performance curves.

2. Documentation: Review the following items in detail:

   a. Operations manuals.
   b. Maintenance manuals.
   c. Project record documents.
   d. Identification systems.
   e. Warranties and bonds.
   f. Maintenance service agreements and similar continuing commitments.

3. Emergencies: Include the following, as applicable:

   a. Instructions on meaning of warnings, trouble indications, and error messages.
   b. Instructions on stopping.
   c. Shutdown instructions for each type of emergency.
   d. Operating instructions for conditions outside of normal operating limits.
   e. Sequences for electric or electronic systems.
   f. Special operating instructions and procedures.

4. Operations: Include the following, as applicable:

   a. Startup procedures.
   b. Equipment or system break-in procedures.
   c. Routine and normal operating instructions.

d. Regulation and control procedures.
e. Control sequences.
f. Safety procedures.
g. Instructions on stopping.
h. Normal shutdown instructions.
i. Operating procedures for emergencies.
j. Operating procedures for system, subsystem, or equipment failure.
k. Seasonal and weekend operating instructions.
l. Required sequences for electric or electronic systems.
m. Special operating instructions and procedures.

5. Adjustments: Include the following:

a. Alignments.
b. Checking adjustments.
c. Noise and vibration adjustments.
d. Economy and efficiency adjustments.

6. Troubleshooting: Include the following:

a. Diagnostic instructions.
b. Test and inspection procedures.

7. Maintenance: Include the following:

a. Inspection procedures.
b. Types of cleaning agents to be used and methods of cleaning.
c. List of cleaning agents and methods of cleaning detrimental to product.
d. Procedures for routine cleaning
e. Procedures for preventive maintenance.
f. Procedures for routine maintenance.
g. Instruction on use of special tools.

8. Repairs: Include the following:

a. Diagnosis instructions.
b. Repair instructions.
c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
d. Instructions for identifying parts and components.
e. Review of spare parts needed for operation and maintenance.

## PART 3 - EXECUTION

### 3.1 PREPARATION

A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Section 01 78 23 "Operation and Maintenance Data."

B. Set up instructional equipment at instruction location.

### 3.2 INSTRUCTION

A. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.

1. Architect will furnish an instructor to describe basis of system design, operational requirements, criteria, and regulatory requirements.
2. Owner will furnish an instructor to describe Owner's operational philosophy.
3. Owner will furnish Contractor with names and positions of participants.

B. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.

1. Schedule training with Owner with at least seven days' advance notice.

C. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.

D. Cleanup: Collect used and leftover educational materials and remove from Project site. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

### 3.3 DEMONSTRATION AND TRAINING VIDEO RECORDINGS

A. General: Engage a qualified commercial videographer to record demonstration and training video recordings. Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.

1. At beginning of each training module, record each chart containing learning objective and lesson outline.

B. Video: Provide minimum 640 x 480 video resolution converted to format file type acceptable to Owner, on electronic media.

1. Electronic Media: Read-only format compact disc acceptable to Owner, with commercial-grade graphic label.
2. File Hierarchy: Organize folder structure and file locations according to project manual table of contents. Provide complete screen-based menu.
3. File Names: Utilize file names based upon name of equipment generally described in video segment, as identified in Project specifications.
4. Contractor and Installer Contact File: Using appropriate software, create a file for inclusion on the Equipment Demonstration and Training DVD that describes the following for each Contractor involved on the Project, arranged according to Project table of contents:

    a. Name of Contractor/Installer.
    b. Business address.
    c. Business phone number.
    d. Point of contact.
    e. E-mail address.

C. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to adequately cover area of demonstration and training. Display continuous running time.

1. Film training session(s) in segments not to exceed 15 minutes.

    a. Produce segments to present a single significant piece of equipment per segment.
    b. Organize segments with multiple pieces of equipment to follow order of Project Manual table of contents.
    c. Where a training session on a particular piece of equipment exceeds 15 minutes, stop filming and pause training session. Begin training session again upon commencement of new filming segment.

D. Light Levels: Verify light levels are adequate to properly light equipment. Verify equipment markings are clearly visible prior to recording.

1. Furnish additional portable lighting as required.

E. Narration: Describe scenes on video recording by audio narration by microphone while video recording is recorded. Include description of items being viewed.

F. Transcript: Provide a transcript of the narration. Display images and running time captured from videotape opposite the corresponding narration segment.

G. Preproduced Video Recordings: Provide video recordings used as a component of training modules in same format as recordings of live training.

END OF SECTION 01 79 00

# SECTION 03 30 01 – CAST-IN-PLACE CONCRETE – SITE WORK

## PART 1. GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.

### 1.2 SUMMARY

A. Work shall include all labor, materials, and equipment necessary to completely furnish and install Cast-In-Place concrete as indicated on the plans and as herein specified.

B. This Section includes the following:

1. Cast-in-place concrete for site work only.
2. Form-work.
3. Reinforcing.
4. Mix design.
5. Placement procedures.
6. Finishes.

C. Related Sections: The following Sections contain requirements that relate to this Section:

1. See Section 01 “Project Management and Coordination” if included, for additional requirements.
2. See Section 32 “Concrete Paving”.

### 1.3 SUBMITTALS

A. Laboratory Test Reports: Submit laboratory test reports for concrete materials and mix design tests, and quality control tests as specified.

1. Submit written reports including strength test reports to Landscape Architect of each proposed mix for each class of concrete at least 15 days prior to start of work. Both mix designs and test data supporting mix design shall have been completed within the twelve-month period preceding the first placement of concrete on this project. Design mixes and test reports completed prior to that time are not acceptable. Do not begin concrete production until mixes have been approved by the Landscape Architect/Engineer.
2. Submit aggregate gradation data, if available aggregate does not meet the requirements of Section 2.3 Concrete Materials, to Landscape Architect at least 15 days prior to start of work.

B. Product data for proprietary materials and items.

C. Shop drawings for fabrication, bending and placement of concrete reinforcement. Comply with ACI 315 “Details and Detailing of Concrete Reinforcement” and ACI 315R “Manual of Engineering and Placing Drawings for Reinforced Concrete” showing bar schedules, stirrup spacing, diagrams of bent bars, arrangement of concrete reinforcement and plan drawing showing placement layout. Include special reinforcement required at openings through concrete structures.

1. One submittal shall be provided for all concrete reinforcement components in an area (i.e., foundations, dowels, wall reinforcing, etc.) Separate packages will not be reviewed.
2. Any deviations from Construction Documents shall be clearly noted for verification.
3. Forming / top of wall layout drawings for poured walls.
4. Construction Joints in Concrete Stairs on Grade: At concrete stairs exceeding 8’-0” in width, submit construction joint layout for review and approval by Landscape Architect/Engineer at least 15 days prior to start of work.

D. Submit product literature of bonding agent to be used and provide sample of repair for review and approval by Landscape Architect/Engineer prior to commencement of repair operation.

1.4 QUALITY ASSURANCE

A. Codes and Standards: Comply with provisions of following codes, specifications, and standards, except where more stringent requirements are shown or specified:

1. ACI 318, "Building Code Requirements for Reinforced Concrete”.
2. ACI 301, "Specifications for Structural Concrete for Buildings”.
3. Concrete Reinforcing Steel Institute (CRSI), "Manual of Standard Practice”.

B. Concrete Testing Service: The Contractor will engage a testing laboratory acceptable to Landscape Architect/Engineer to perform material evaluation tests and to design concrete mixes.

C. Materials and installed work may require testing and re-testing at any time during progress of work. Tests shall be done at Contractor’s expense.

D. A single supplier shall be used for exposed concrete.

E. Mockups: Cast concrete slab-on-grade to demonstrate colored concrete.

1. Build panel approximately 3 sq. ft. for slab-on-grade in the location indicated or, if not indicated, as directed by Landscape Architect.
2. Approved mockups may become part of the completed work if undisturbed at time of Substantial Completion.

## PART 2. PRODUCTS

### 2.1 FORM MATERIALS

A. Forms for Exposed Finish Concrete: Metal or approved exterior grade plywood. Provide continuous, straight, smooth, exposed surfaces. Furnish in largest practicable sizes to minimize number of joints and to conform to joint system shown on drawings.

1. Use overlaid plywood complying with U.S. Product Standard PS-1 “A-C or B-B High Density Overlaid Concrete Form,” Class I.

B. Forms for Unexposed Finish Concrete: Plywood or metal. Provide lumber dressed on at least 2 edges and one side for tight fit.

C. Form Coatings: Provide commercial formulation form-coating compounds with a maximum VOC (volatile organic compound) content of 350 g/l that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

D. Carton Forms: Biodegradable paper surface, treated for moisture-resistance, structurally sufficient to support weight of plastic concrete and other superimposed loads.

E. Form Ties: Factory-fabricated, adjustable-length, removable or snap-off metal form ties, designed to prevent form deflection and to prevent spalling of concrete upon removal. Provide units that will leave no corrodible metal closer than 1½ inches to exposed surface.

1. Provide ties that, when removed, will leave holes not larger than 1 inch diameter in concrete surface.

### 2.2 REINFORCING MAERIALS

A. Reinforcing Bars: ASTM A 615, Grade 60, deformed. Grade 40 may be used for stirrups and ties.

B. Epoxy-Coated Reinforcing Bars: ASTM A 615, grade 60, deformed bars, epoxy coated, with less than 2 percent damaged coating in each 12 inch bar length.

1. Epoxy Repair Coating: Liquid, two-part, epoxy repair coating; compatible with epoxy coating on reinforcement and complying with ASTM A 775.

C. Supports for Reinforcement: Bolsters, chairs, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire fabric in place. Use wire bar-type supports complying with CRSI Specifications.

1. For slabs-on-grade, use supports with sand plates or horizontal runners where base material will not support chair legs.

2. For exposed-to-view concrete surfaces where legs of supports are in contact with forms, provide supports with legs that are protected by plastic (CRSI, Class 1) or use stainless steel supports (CRSI, Class2).

## 2.3 CONCRETE MATERIALS

A. Portland Cement: ASTM C 150, Type IL, or Type II.

B. Normal Weight Aggregate: ASTM C 33, and as herein specified. Provide aggregates from a single source throughout project unless otherwise acceptable to the Engineer. Coarse aggregates shall meet the requirements for use in regions of moderate weathering. Nominal maximum sizes of aggregates shall not exceed the following limits.

1. Sections whose minimum thickness is 12” or more: 1-1/2”.
2. Sections whose minimum thickness is less than 12”: 3/4”.

C. Water: ASTM C94.

D. Admixtures, General: Admixtures for concrete shall contain not more than 0.1 percent chloride ions.

1. Air-Entraining Admixture: ASTM C 260, certified by manufacturer to be compatible with other required admixtures.
2. Water-Reducing Admixture: ASTM C 494, Type A.
3. High-Range Water-Reducing Admixture: ASTM C 494, Type F or Type G.
4. Water-Reducing, Accelerating Admixture: ASTM C 494, Type E.
5. Water-Reducing, Retarding Admixture: ASTM C 494, Type D
6. Fly Ash. ASTM C 618, Class C.

    a. Wall and foundation concrete may contain up to 30 percent fly ash.
    b. Exposed concrete work including exterior slabs may contain up to 15 percent fly ash.
    c. Flatwork concrete that is not exposed may contain up to 15 percent fly ash.

7. Other admixtures may be proposed subject to compliance with the requirements of this section and the approval of the Landscape Architect/Engineer.

E. Color Pigment: ASTM C 979, synthetic mineral-oxide pigments or colored water-reducing admixtures; color stable, nonfading, and resistant to lime and other alkalis.

1. 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

    a. Davis Colors.
    b. Or equal if and as specifically approved by Landscape Architect by Addendum during the bidding period.

2. Color: As selected by Landscape Architect from manufacturer's full range.

## 2.4 CURING MATERIALS

A. General: See Part 3 “Execution”, requirements for selection of curing materials.

B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) when dry.

C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.

D. Water: Potable.

E. Curing Compound: Liquid-type membrane-forming curing compound complying with ASTM C 309, Type I, Class A or Class B.

## 2.5 RELATED MATERIALS

A. Granular Base: Clean mixture of crushed stone or crushed or uncrushed gravel to provide, when compacted, a smooth and even surface below slabs on grade in locations as noted on drawings. Mixture shall comply with the following: 100 percent passing a 1 1/2-inch (38-mm) sieve and 0 to 5 percent passing a No. 8 (2.36-mm).

B. Patching Compound: Cement-based compound for applications from one inch thick to feathered edges.

C. Bonding Compound: Polyvinyl acetate or acrylic base.

D. Foam Expansion Joint Filler: Polyethylene closed-cell expansion-joint filler. Provide WR Meadows, Deck-O-Foam expansion joint filler or equal.

E. Joint Sealer: ASTM C 920, See Specification Section 07900 for requirements.

F. Chemical Hardener/Sealer: Hardener, dustproofer and sealer consisting of a water soluble inorganic silicate-based compound. Hardener/sealer shall incorporate a gray color packet per manufacturer’s recommendations.

1. Products: Subject to compliance with requirements, provide one of the following:

a. Structure Concrete Sealer, Midwest Floor Care, Inc., Adams, NE.
b. Sonneborn, Kure-N-Harden, Degussa Building Systems, Shakopee, MN.
c. Hydrozo, Enviroseal 20, Degussa Building Systems, Shakopee, MN.
d. Seal Hard, L & M Construction Specialties, Omaha, NE.
e. Other, equal, if and as specifically approved by Landscape Architect by Addendum during bidding period.

## 2.6 PROPORTIONING AND DESIGN OF MIXES

A. Prepare design mixes for each type and strength of concrete by laboratory trial batch as specified in ACI 301. Use an independent testing facility acceptable to the Landscape Architect/Engineer for preparing and reporting proposed mix designs.

B. Submit written reports to Landscape Architect of proposed mix. Do not begin concrete production until proposed mix designs have been approved by Landscape Architect/Engineer.

C. Design mixes to provide normal weight concrete with the following properties, unless otherwise indicated on drawings and schedules:

1. All concrete shall have a 28 day F'c = 4500 psi.

D. Slump Limits: Proportion and design mixes to result in concrete slump at point of placement as follows:

1. Ramps, slabs, and sloping surfaces: Not more than 3 inches.
2. Other concrete: Not less than 1 inch nor more than 4 inches.

E. Water-Cement Ratio: Provide concrete for following conditions with maximum water-cement (W/C) ratios as follows:

1. Slabs on grade and grade beams shall have a 28 day F'c = 4500 psi; water-cement ratio between 0.40 and 0.45.

F. Mix design adjustments may be requested when characteristics of materials, job conditions, weather, or other circumstances warrant. Laboratory test data for revised mix design and strength test results must be submitted to and accepted by Landscape Architect/Engineer before using in work.

## 2.7 ADMIXTURES

A. Show clearly on all submittals which admixtures if any are to be used in each concrete mix. Do not use any admixture whose use has not been approved by the Landscape Architect/Engineer.

B. Use air-entraining admixture in all exterior concrete in accordance with ACI 301 requirements.

1. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having total air content within the following limits:

a. Concrete structures and slabs exposed to freezing and thawing, deicer chemicals, or hydraulic pressure:

1) 4.5 percent to 7 percent air.

C. Use admixtures for water reduction and set control in strict compliance with manufacturer's directions.

D. Color Pigment: Add color pigment to concrete mixture according to manufacturer's written instructions and to result in hardened concrete color consistent with approved mockup.

2.8 CONCRETE MIXING

A. Ready-Mix Concrete: Comply with requirements of ASTM C 94, and as specified.

B. Addition of water to the batch at the job site is permitted but subject to the limitations of ACI 301.

C. When air temperature is between 85 and 90 deg F (30 and 32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.

## PART 3. EXECUTION

3.1 FORMS

A. General: Design, erect, support, brace, and maintain formwork according to ACI 301 to support all loads that might be applied until concrete structure can support such loads. Construct formwork so concrete members and structures are of correct size, shape, alignment, elevation, and position indicated on drawings within tolerance limits of ACI 117. Maintain formwork construction tolerances complying with ACI 347R.

B. Construct forms to sizes and shapes shown and to obtain accurate alignment, location, grades, level, and plumb work in finished structures. Provide for openings, offsets, sinkages, keyways, chamfers, blocking, screeds, bulkheads, anchorages and inserts, and other features required in work. Use selected materials to obtain required finishes. Solidly butt joints and provide backup at joints to prevent leakage of cement paste.

C. When using form coating compound, coat contact surfaces of forms before reinforcement is placed. Apply form coating compound in compliance with manufacturer’s recommendations. Rust-stained steel formwork is not acceptable.

D. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces where slope is too steep to place concrete with bottom forms only. Kerf wood inserts for forming keyways, recesses, and the like, for easy removal.

E. Provide temporary openings for clean-outs and inspections where interior area of concrete is inaccessible before and during concrete placement. Securely brace temporary openings and set tightly to forms to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.

F. Chamfer exposed corners and edges as indicated, using wood, metal, PVC, or rubber chamfer strips fabricated to produce uniform smooth lines and tight edge joints.

G. Forms for Slabs: Set edge forms, bulkheads, and intermediate screed strips for slabs to obtain required elevations and contours in finished surfaces.

H. Provisions for Other Trades: Provide openings in concrete formwork to accommodate work of other trades. Determine size and location of openings, recesses, and chases from trades providing such items. Accurately place and securely support items built into forms.

I. Cleaning and Tightening: Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, or other debris just before concrete is placed. Retighten forms and bracing before concrete placement as required to prevent mortar leaks and maintain proper alignment.

J. Form Removal:

1. Formwork not supporting weight of concrete. Formwork for columns, walls, sides of beams and other parts not supporting the weight of concrete may be removed 24 hours after completion of placement of concrete, provided concrete is sufficiently hardened not to be damaged by removal operations and provided curing and protection of work are maintained.
2. Top forms and sloping surfaces. Remove as soon as concrete has attained sufficient strength to prevent sagging. Make necessary repairs, finish as specified, and apply any required treatments as soon as possible and begin specified curing.
3. Formwork supporting weight of concrete. Do not remove forms supporting weight of concrete in beams, slabs and other members until concrete has achieved not less than 85% of its specified 28-day strength. The strength of the concrete at any age shall be determined by the testing of two cylinders made and cured in accordance with ASTM C 39. The strength shall be assumed to be the average of the strength of the two cylinders tested. However, forms shall not be removed if the strength of either of the two cylinders tested is less than 75% of the specified 28-day strength. Alternately, forms supporting weight of concrete may be removed if reshoring is provided to support the full weight of the concrete. Remove forms and install reshores so that concrete is fully supported at all times. Leave reshores in place until concrete has achieved not less than 85% of its specified 28-day strength, determined as specified above.
4. Void forms. Do not remove.

K. Re-use of forms:

1. Clean and repair surfaces of forms to be re-used in work. Split, frayed, delaminated or otherwise damaged form facing material will not be acceptable for exposed surfaces. Apply new form coating compound as specified for new formwork.
2. When forms are extended for successive concrete placement, thoroughly clean surfaces, remove fins and laitance, and tighten forms to close joints. Align and secure joints to avoid offsets. Do not use “patched” forms for exposed concrete surfaces, except as acceptable to Landscape Architect.

## 3.2 PLACING REINFORCEMENT

A. General: Comply with Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars," for details and methods of reinforcement placement and supports and as herein specified.

1. Avoid cutting or puncturing vapor retarder/barrier during reinforcement placement and concreting operations. Repair damages to vapor retarder/barrier before placing concrete.

B. Clean reinforcement of loose rust and mill scale, earth, ice, and other materials that reduce or destroy bond with concrete.

C. Do not bend bars in field except as specifically indicated on the drawings or approved by Landscape Architect/Engineer. If bending is permitted, bend bars cold and in accordance with the requirements of ACI 315.

D. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcing by bolsters, chairs or other devices.

1. Do not secure reinforcement to re-bar driven into ground or on rocks, dirt clods or other debris. Do not "float in" reinforcement.

E. Place reinforcement to obtain minimum coverages as required by ACI 318 for concrete protection. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement operations. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces.

F. Install welded wire fabric in as long lengths as practicable on bar supports to minimize sagging. Lap adjoining pieces at least one full mesh. Offset laps of adjoining widths to prevent continuous laps in either direction.

## 3.3 JOINTS

A. Place construction joints perpendicular to main reinforcement. Continue reinforcement across construction joints except as otherwise indicated. Do not continue reinforcement through sides of strip placements.

B. Use bonding agent on existing concrete surfaces that will be joined with fresh concrete.

C. Horizontal and vertical keyways not less than 1.5 inches deep x 3.5 inches wide shall be provided at all construction joints in walls, grade beams and footings.

D. Expansion Joints in Exterior Slabs-on-Grade: If spacing not indicated, construct exterior expansion joints in paving at 100 foot maximum intervals (at non-climate controlled concrete) and at points of contact between paving, sidewalks, etc and vertical surfaces, such as columns, foundations, reentrant and outside corners, and elsewhere as indicated on drawings.

E. Provide joint fillers and sealant at all expansion joints.

F. Contraction (Control) Joints in Slabs-on-Grade: Construct contraction joints in slabs-on-grade. Use saw cuts 1/8 inch wide by 1/3 slab depth followed by chaser blade w/ 1/8" radius max.

1. If joint spacing not indicated, lay out joints to form square panels. When this is not practical, rectangular panels can be used if the long dimension is no more than 1.25 times the short side. In 4" slabs, the long side should not exceed 10 feet.

## 3.4 INSTALLATION OF EMBEDDED ITEMS

A. Set and build into work anchorage devices and other embedded items required for other work that is attached to or supported by cast-in-place concrete. Use setting drawings, diagrams, instructions, and directions provided by suppliers of items to be attached to embedments.

## 3.5 CONCRETE PLACEMENT

A. Inspection: Before placing concrete, inspect and complete formwork installation, reinforcing steel, and items to be embedded or cast in. Remove debris, dirt clods, etc. from trenches and excavations prior to concrete placement. Notify and coordinate with other trades to permit installation of their work.

B. General: Comply with the most current version of ACI 304, "Guide for Measuring, Mixing, Transporting, and Placing Concrete," and as specified.

C. Deposit concrete continuously or in layers of such thickness that no concrete will be placed on concrete that has hardened sufficiently to cause the formation of seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as specified. Deposit concrete to avoid segregation at its final location.

D. Placing Concrete Slabs: Deposit and consolidate concrete slabs in a continuous operation, within limits of construction joints, until the placing of a panel or section is completed.

1. Consolidate concrete during placing operations so that concrete is thoroughly worked around reinforcement and other embedded items and into corners.

a. Consolidate placed concrete with mechanical vibrating equipment. Use equipment and procedures for consolidating concrete recommended by ACI 301.

2. Bring slab surfaces to correct level with straightedge and strike off. Use bull floats or darbies to smooth surface, free of humps or hollows. Do not disturb slab surfaces prior to beginning finishing operations.

E. Cold Weather Placing. Protect concrete work from physical damage or reduced strength which could be caused by frost, freezing actions or low temperatures in compliance with the most current version of ACI 306 “Cold Weather Concreting” and as specified.

1. When air temperature has fallen to or is expected to fall below 40 degrees Fahrenheit within four hours after the finishing of placement operations, uniformly heat water and aggregates before mixing to obtain a concrete mixture of not less than 50 degrees Fahrenheit, and not more than 80 degrees Fahrenheit at point of placement. Do not bring heated water into direct contact with cementious materials.
2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
3. Do not use calcium chloride, salt and other materials containing anti-freeze agents or chemical accelerators, unless otherwise accepted in mix designs.

F. Hot Weather Placing. When hot weather conditions exist that would impair quality and strength of concrete, place concrete in compliance with the most current version of ACI 305 “Hot Weather Concreting” and as specified.

1. Cool ingredients before mixing to maintain concrete temperature at time of placement below 90 degrees Fahrenheit. Mixing water may be chilled, or chopped ice may be used to control temperature provided water equivalent of ice is calculated to total amount of mixing.
2. Cover reinforcing steel with water-soaked burlap if it becomes too hot, so that steel temperature will not exceed the ambient air temperature immediately before embedment in concrete.
3. Fog spray forms, reinforcing steel, and subgrade just before placing concrete. Keep subgrade moisture uniform without puddles or dry areas.
4. Use water-reducing retarding admixture when required by high temperatures, low humidity, or other adverse placing conditions, as acceptable to Landscape Architect.

## 3.6 FINISHING FORMED SURFACES

A. Smooth-Formed Finish: Provide a smooth-formed finish on formed concrete surfaces exposed to view. This is an as-cast concrete surface obtained with selected form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defective areas. Fins and other projections shall be completely removed and smoothed.

B. Rough Form Finish: For formed concrete surfaces not exposed to view in the finish work or by other construction, unless otherwise indicated. This is the concrete surface having texture imparted by the form facing material used, with tie holes and defective areas repaired and patched and fins and other projections exceeding 1/4” in height rubbed down or chipped off.

## 3.7 MONOLITHIC SLAB FINISHES

A. Float Finish: Apply float finish to all monolithic slab surfaces prior to trowel or non-slip broom finish.

1. After screeding, consolidating, and leveling concrete slabs, do not work surface until ready for floating. Begin floating, using float blades or float shoes only, when surface water has disappeared, when concrete has stiffened sufficiently to permit operation of power-driven floats, or both. Consolidate surface with power-driven floats or by hand-floating if area is small or inaccessible to power units. Check and level surface plane to tolerances required by ASTM E 1155. Cut down high spots and fill low spots. Immediately after leveling, refloat surface to a uniform, smooth, granular texture.
2. Concrete adjacent to all floor drains shall be finished level to drain inlet. Warping of slab is prohibited unless approved in writing by the Landscape Architect.

B. Nonslip Broom Finish: Apply nonslip broom finish to exterior concrete flatwork.

1. Immediately after float finishing, slightly roughen concrete surface by brooming with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with Landscape Architect before application.

## 3.8 CONCRETE CURING AND PROTECTION

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with the most current version of ACI 306.1 for cold-weather protection and with recommendations in the most current version of ACI 305R for hot-weather protection during curing.

B. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces.

C. Cure concrete according to ACI 308-92, by one or a combination of the following methods:

1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:

a. Water.
b. Continuous water-fog spray.
c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch (300-mm) lap over adjacent absorptive covers.

2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches (300 mm), and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.

3. Immediately after the concrete has been finished, the concrete surface shall be sealed with a uniform application, no less than 1 gallon per 200 square feet, of white pigmented membrane cure ASTM designation C309, Type 1-D, Class B.Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing for the remainder of the curing period.

## 3.9 MISCELLANEOUS CONCRETE ITEMS

A. Filling In: Fill in holes and openings left in concrete structures for passage of work by other trades, unless otherwise shown or directed, after work of other trades is in place. Mix, place, and cure concrete as herein specified, to blend with in-place construction. Provide other miscellaneous concrete filling shown or required to complete work

1. Exposed areas to be reviewed by Landscape Architect/Engineer for acceptance.

B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and by steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.

C. Equipment Bases and Foundations: Provide machine and equipment bases and foundations as shown on Drawings. Set anchor bolts for machines and equipment at correct elevations, complying with diagrams or templates of manufacturer furnishing machines and equipment.

## 3.10 INSTALLATION OF NON-SHRINK GROUT

A. Preparation for placing.

1. Roughen surface below bearing area with pneumatic tools.
2. Thoroughly clean roughened surface of concrete foundations and soak surface with water for 24 hours prior to grouting. Remove standing water from surfaces before placing grout.

B. Placing.

1. Place and cure non-shrink grout in strict accordance with manufacturer's printed instructions.
2. Grout must be free of bleeding at recommended water content.
3. Temperature of concrete foundations and baseplates at time of placing grout shall be within limits recommended by grout manufacturer.

## 3.11 INSTALLATION OF EPOXY GROUT

A. Verify field conditions before beginning installation of epoxy grout. Do not begin work until all unsatisfactory conditions have been corrected.

B. Prepare surfaces or drill holes to receive epoxy grout as shown on the Drawings or approved by Landscape Architect/Engineer in accordance with the epoxy manufacturer's written instructions.

C. Mix epoxy components in accordance with manufacturer's written directions in clean equipment and containers.

D. Conform to pot life and workability limits set by epoxy manufacturer.

## 3.12 CONCRETE SURFACE REPAIRS

A. Defective Concrete: Repair and patch defective areas (including color and texture irregularities) when approved by Landscape Architect. Remove and replace concrete that cannot be repaired and patched to Landscape Architect's approval.

B. Repair of Unformed Surfaces: Test unformed surfaces, such as monolithic slabs, for smoothness and verify surface plane to tolerances specified for each surface and finish. Correct low and high areas as herein specified. Test unformed surfaces sloped to drain for trueness of slope and smoothness by using a template having required slope.

1. Patch and repair of unacceptable concrete surfaces is the responsibility of the Contractor.
2. Repair finished unformed surfaces that contain defects that affect durability of concrete. Surface defects, as such, include crazing and cracks in excess of 0.01 inch wide or that penetrate to reinforcement or completely through nonreinforced sections regardless of width, spalling, popouts, honeycomb, rock pockets, and other objectionable conditions.
3. Correct high areas in unformed surfaces by grinding after concrete has cured at least 14 days.

    a. This shall include all areas of concrete that have curled due to uneven curing.

4. Repair defective areas, except random cracks and single holes not exceeding 1 inch in diameter, by cutting out and replacing with fresh concrete. Remove defective areas to sound concrete with clean, square cuts and expose reinforcing steel with at least 3/4-inch clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding compound. Mix patching concrete of same materials to provide concrete of same type or class as original concrete. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.
5. Submit product literature of bonding agent to be used and provide sample of repair for review by Landscape Architect/Engineer prior to commencement of repair operation.

## 3.13 QUALITY CONTROL TESTING DURING CONSTRUCTION

A. General: The Contractor shall employ a testing laboratory to perform tests and to submit test reports to the Landscape Architect/Engineer for review.

B. Sampling and testing for quality control during placement of concrete include the following. Additional tests may be required as directed by Landscape Architect/Engineer.

1. Sampling Fresh Concrete: ASTM C 172, except modified for slump to comply with ASTM C 94.

a. Slump: ASTM C 143; one test at point of discharge for each day's pour of each type of concrete exceeding 5 cubic yards plus additional slump tests for each 50 cubic yards more than the first 25 cubic yards of each concrete class placed in any one day. Additional tests when concrete consistency seems to have changed.
b. Air Content: ASTM C 173, volumetric method for lightweight or normal weight concrete; ASTM C 231 pressure method for normal weight concrete; one for each day's pour of each type of air-entrained concrete.
c. Compressive Strength Test Specimen: ASTM C 31; one set of 4 standard cylinders for each compressive-strength test, unless otherwise directed. Mold and store cylinders for laboratory-cured specimens except when field-cured test specimens are required.
d. Compressive-Strength Tests: ASTM C 39; one set for each day’s pour of each type of concrete exceeding 5 cubic yards plus additional sets for each 50 cubic yards more than the first 25 cubic yards of each concrete class placed in any one day; one specimen tested at 7 days, two specimens tested at 28 days, and one specimen retained in reserve for later testing if required. One set of four specimens is required for concrete pours of an amount less than five cubic yards, if the concrete is to be a part of the building structural system (i.e. footings, piers, walls, columns)

2. Strength level of concrete will be considered satisfactory if averages of sets of three consecutive strength test results equal or exceed specified compressive strength, and no individual strength test result falls below specified compressive strength by more than 500 psi.

C. Report test results in writing to Landscape Architect, Structural Engineer, Ready-Mix Producer, and Contractor/Owner within 24 hours after tests. Reports of compressive strength tests shall contain the Project identification name and number, date of concrete placement, name of concrete testing service, concrete type and class, location of concrete batch in structure, design compressive strength at 28 days, concrete mix proportions and materials, compressive breaking strength, and type of break for both 7-day tests and 28-day tests.

D. Additional Tests: Make additional tests of in-place concrete when test results indicate specified strengths and other characteristics have not been attained. Conduct tests by cored cylinders complying with ASTM C 42, or other methods as directed by the Landscape Architect/Engineer.

END OF SECTION 03 30 01

Clark & Enersen Project No.: 380-001-21

# SECTION 12 93 00 - SITE ACCESSORIES

## 1. GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.

### 1.2 SUMMARY

A. Work shall include all labor, materials, and equipment necessary to completely furnish and install the Site Accessories as indicated on the plans and as herein specified.

B. This Section includes the following:

1. Basketball Hoop & Post

### 1.3 SUBMITTALS

A. Product data for each site accessory including options, instructions for installation and maintenance, and, where required, setting drawings and templates.

### 1.4 QUALITY ASSURANCE

A. Inserts and Anchorage: Furnish insets and anchoring devices that must be set in concrete or built into masonry. Coordinate delivery with other work to avoid delay.

B. Installer Qualifications: An entity that employs installers for this Project who are certified by the manufacturer of the playground equipment as an authorized installer.

C. Safety Inspector: The installer shall provide a Certified Playground Safety Inspector (CPSI), certified by the National Recreation and Park Association, to supervise the installation and perform a post-installation safety audit.

### 1.5 PROJECT CONDITIONS

A. Coordinate accessory locations, installation, and sequencing with other work to avoid interference and to assure proper installation, operation, adjustment, cleaning, and servicing of site accessory items.

## 2. PRODUCTS

2.1 PRODUCTS

A. Basketball Hoop & Post

1. Manufacture: Bison Inc.
2. Model: PR74 Package - BA780 Mega-Duty Galv. Steel Pipe and BA42UC 42” x 72” Polycarbonate Backboard and BA32 Outdoor Flex Goal
3. Finish: Manuf. Standard
4. Padding: FBCPP Pole Padding
5. Quantity: Two

## 3. EXECUTION

3.1 INSTALLATION

A. Install site accessories in accordance with manufacturer's instructions, using fasteners appropriate to substrate and recommended by manufacturer of unit. Install units plumb and level, firmly anchored, and at locations as indicated on drawings.

3.2 EXAMINATION /COORDINATION

A. Owner-Furnished Material: Contractor shall coordinate delivery of Owner-purchased playground equipment, inspect for damage upon arrival, and provide secure storage until installation.

B. Manufacturer Instructions: Installation must strictly follow the manufacturer's written instructions and the safety requirements of ASTM F1487.

3.3 ADJUSTING AND CLEANING

A. Adjust site accessories for proper operation and verify that mechanisms function smoothly. Replace damaged or defective items.

B. Clean all exposed surfaces in strict accordance with manufacturer's recommendations after removing temporary labels and protective coatings.

END OF SECTION 12 93 00

# SECTION 31 10 00 - SITE CLEARING

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.

### 1.2 SUMMARY

A. Work shall include all labor, materials, and equipment necessary to completely remove, disconnect and protect the site features as indicated on the plans and as herein specified.

B. This section includes the following:

1. Protecting existing vegetation to remain.
2. Removing existing vegetation.
3. Clearing and grubbing.
4. Stripping and stockpiling topsoil.
5. Removing above- and below-grade site improvements.
6. Disconnecting, capping or sealing, removing site utilities, and abandoning site utilities in place.

C. Related Sections:

1. Division 01 Section "Temporary Facilities and Controls" for temporary utility services, construction and support facilities, security and protection facilities if included.
2. Division 02 Section "Selective Demolition" for demolition of buildings, structures, and site improvements.

### 1.3 MATERIAL OWNERSHIP

A. Except for stripped topsoil and other materials indicated to be stockpiled or otherwise remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

1. Reference drawings for salvage items.

## 1.4 PROJECT CONDITIONS

A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.

B. Improvements on Adjoining Property: Authority for performing site clearing indicated on property adjoining Owner's property will be obtained by Owner before award of Contract.

1. Do not proceed with work on adjoining property until directed by Architect.

C. Salvable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated

D. Utility Locator Service: Notify One Call for area where Project is located before site clearing.

E. Do not commence site clearing operations until temporary erosion- and sedimentation-control measures are in place.

F. The following practices are prohibited within protection zones:

1. Storage of construction materials, debris, or excavated material.
2. Parking vehicles or equipment.
3. Erection of sheds or structures.
4. Impoundment of water.
5. Excavation or other digging unless otherwise indicated.
6. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.

G. Do not direct vehicle or equipment exhaust towards protection zones.

H. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.

I. Soil Stripping, Handling, and Stockpiling: Perform only when the topsoil is dry or slightly moist.

## PART 2 - PRODUCTS

2.1 MATERIALS

A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Earthmoving section.

1. Obtain approved borrow soil material off-site when satisfactory soil material is not available on-site.

## PART 3 - EXECUTION

3.1 PREPARATION

A. Protect and maintain benchmarks and survey control points from disturbance during construction.

B. Locate and clearly identify trees, shrubs, and other vegetation to remain on site

C. Protect existing site improvements to remain from damage during construction.

1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TREE AND PLANT PROTECTION

A. General: Protect trees and plants remaining on-site by temp chain link or snow fence.

B. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by Architect.

1. Repair or replacement of trees scheduled to remain and damaged by construction operations shall be at Contractor's expense. Cost for tree replacement shall be determined in accordance with the Tree Evaluation Methods as described in The Guide for Plant Appraisal, 1992 Edition by the Council of Tree and Landscape Appraiser

3.3 EXISTING UTILITIES

A. Locate, identify, disconnect, and seal or cap utilities indicated to be removed or abandoned in place.

1. Arrange with utility companies to shut off indicated utilities.

B. Locate, identify, and disconnect utilities indicated to be abandoned in place.

1. Do not proceed with utility interruptions without Owner's written permission.

C. Excavate for and remove underground utilities indicated to be removed.

## 3.4 CLEARING AND GRUBBING

A. Remove obstructions, trees, shrubs, and other vegetation to permit installation of new construction.

1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
2. Grind down stumps and remove roots, obstructions, and debris to a depth of 18 inches below exposed subgrade.
3. Use only hand methods for grubbing within protection zones.
4. Chip removed tree branches and stockpile in areas approved by Architect for use on project site.

B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.

## 3.5 TOPSOIL STRIPPING

A. Remove sod and grass before stripping topsoil.

B. Strip topsoil to depth indicated in geotechnical report in a manner to prevent intermingling with underlying subsoil or other waste materials.

C. Stockpile topsoil away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust and erosion by water.

1. Do not stockpile topsoil within protection zones.
2. Dispose of surplus topsoil. Surplus topsoil is that which exceeds quantity to be reused.

## 3.6 SITE IMPROVEMENTS

A. Remove existing above- and below-grade improvements as indicated and necessary to facilitate new construction.

B. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.

1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut along line of existing pavement to remain before removing adjacent existing pavement. Saw-cut faces vertically.

2. Paint cut ends of steel reinforcement in concrete to remain with two coats of antirust coating, following coating manufacturer's written instructions. Keep paint off surfaces that will remain exposed.

## 3.7 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.

END OF SECTION 31 10 00

# SECTION 31 20 00 - EARTH MOVING

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

A. Section Includes:

1. Preparing subgrades for slabs-on-grade, walks, and pavements.
2. Excavating and backfilling for buildings and structures.
3. Drainage course for concrete slabs-on-grade.
4. Subsurface drainage backfill for walls and trenches.
5. Excavating and backfilling trenches for utilities and pits for buried utility structures.
6. Fine Grading and redistribution of topsoil

### 1.3 DEFINITIONS

A. Backfill: Soil material or controlled low-strength material used to fill an excavation.

1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
2. Final Backfill: Backfill placed over initial backfill to fill a trench.

B. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.

C. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.

D. Drainage Course: Aggregate layer supporting the slab-on-grade that also minimizes upward capillary flow of pore water.

E. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.

1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Architect. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.

2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Architect. Unauthorized excavation, as well as remedial work directed by Architect, shall be without additional compensation.

F. Fill: Soil materials used to raise existing grades.

G. Subbase Course: Aggregate layer placed between the subgrade and base course for hot-mix asphalt pavement, or aggregate layer placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.

H. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.

I. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

## 1.4 ACTION SUBMITTALS

A. Product Data: For each type of the following manufactured products required:

1. Controlled low-strength material, including design mixture.
2. Warning tapes.

## 1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified testing agency.

B. Material Test Reports: For each soil material proposed for fill and backfill as follows:

1. Classification according to ASTM D 2487.
2. Laboratory compaction curve according to ASTM D 698.
3. Top Soil Analysis according to ASTM D 442

## 1.6 QUALITY ASSURANCE

A. Geotechnical Testing Agency Qualifications: Qualified according to ASTM E 329 and ASTM D 3740 for testing indicated.

## 1.7 PROJECT CONDITIONS

A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth moving operations.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.

B. Utility Locator Service: Notify utility locator service for area where Project is located before beginning earth moving operations.

C. Do not commence earth moving operations until temporary erosion- and sedimentation-control measures are in place.

D. The following practices are prohibited within protection zones:

1. Storage of construction materials, debris, or excavated material.
2. Parking vehicles or equipment.
3. Foot traffic.
4. Erection of sheds or structures.
5. Impoundment of water.
6. Excavation or other digging unless otherwise indicated.
7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.

E. Do not direct vehicle or equipment exhaust towards protection zones.

F. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.

## PART 2 - PRODUCTS

### 2.1 SOIL MATERIALS

A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.

B. Satisfactory Soils: Soil Classification Groups GW, GP, GM, SW, SP and SM according to ASTM D2487 or a combination of these groups; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.

C. Unsatisfactory Soils: Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D 2487, or a combination of these groups.

1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.

D. Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.

E. Base Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 95 percent passing a 1-1/2-inch sieve and not more than 8 percent passing a No. 200 sieve.

F. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.

G. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.

H. Drainage Course: Narrowly graded mixture of washed crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch sieve and 0 to 5 percent passing a No. 8 sieve.

I. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D 448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch sieve and 0 to 5 percent passing a No. 4 sieve.

J. Sand: ASTM C 33; fine aggregate.

K. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

L. Turf Area Topsoil: New topsoil that is fertile, friable, natural loam, dark in color, free of subsoil, clay lumps, brush, weeds, and other debris; and free of roots, stumps, stones larger than 1/2 inch in any dimension; and free of other extraneous or toxic matter harmful to plant growth. Topsoil should be obtained from local sources. It should have an acidity range (pH) of 5.5 - 7.5, and an organic matter content between 2 and 8 percent. Loam topsoil must have 7 to 30 percent clay, 28 to 60 percent silt, and less than 52 percent sand particles. Not more than 10 percent of topsoil weight can be gravel or stones.

M. Planting Bed Topsoil: New topsoil that is fertile, friable, natural loam, dark in color, free of subsoil, clay lumps, brush, weeds, and other debris; and free of roots, stumps, stones larger than one inch in any dimension; and free of other extraneous or toxic matter harmful to plant growth. Topsoil should be obtained from local sources. It should have an acidity range (pH) of 5.5 - 7.5, and an organic matter content between 2 and 8 percent. Loam topsoil must have 7 to 30 percent clay, 28 to 60 percent silt, and less than 52 percent sand particles. Not more than 10 percent of topsoil weight can be gravel or stones.

1. Particle Size: Provide topsoil which conforms with the following categories:

   a. Clay: 0.002 mm and smaller.
   b. Silt: 0.002 to 0.02 mm.
   c. Sand: 0.02 to 0.2 mm.

2. Proposed topsoil material shall be inspected and approved by the Architect.

2.2 ACCESSORIES

A. Detectable Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored as follows:

1. Red: Electric.
2. Yellow: Gas, oil, steam, and dangerous materials.
3. Orange: Telephone and other communications.
4. Blue: Water systems.
5. Green: Sewer systems.

**PART 3 - EXECUTION**

3.1 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth moving operations.

B. Protect and maintain erosion and sedimentation controls during earth moving operations.

C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

3.2 DEWATERING

A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.

B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.

1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

## 3.3 EXCAVATION, GENERAL

A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.

1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.

a. 24 inches outside of concrete forms other than at footings.
b. 12 inches outside of concrete forms at footings.
c. Outside dimensions of concrete walls indicated to be cast against rock without forms or exterior waterproofing treatments.
d. 6 inches beneath bottom of concrete slabs-on-grade.
e. 6 inches beneath pipe in trenches, and the greater of 24 inches wider than pipe or 42 inches wide.

## 3.4 EXCAVATION FOR STRUCTURES

A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.

1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.
2. Excavation for Underground Tanks, Basins, and Mechanical or Electrical Utility Structures: Excavate to elevations and dimensions indicated within a tolerance of plus or minus 1 inch. Do not disturb bottom of excavations intended as bearing surfaces.

B. Excavations at Edges of Tree- and Plant-Protection Zones:

1. Excavate by hand to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.

## 3.5 EXCAVATION FOR WALKS AND PAVEMENTS

A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

## 3.6 EXCAVATION FOR UTILITY TRENCHES

A. Excavate trenches to indicated gradients, lines, depths, and elevations.

1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.

B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit unless otherwise indicated.

1. Clearance: As indicated.

C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.

1. For pipes and conduit less than 6 inches in nominal diameter, hand-excavate trench bottoms and support pipe and conduit on an undisturbed subgrade.
2. For pipes and conduit 6 inches or larger in nominal diameter, shape bottom of trench to support bottom 90 degrees of pipe or conduit circumference. Fill depressions with tamped sand backfill.
3. For flat-bottomed, multiple-duct conduit units, hand-excavate trench bottoms and support conduit on an undisturbed subgrade.
4. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.

D. Trench Bottoms: Excavate trenches 4 inches deeper than bottom of pipe and conduit elevations to allow for bedding course. Hand-excavate deeper for bells of pipe.

1. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.

E. Trenches in Tree- and Plant-Protection Zones:

1. Hand-excavate to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
2. Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities.

## 3.7 SUBGRADE INSPECTION

A. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.

B. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect, without additional compensation.

## 3.8 UNAUTHORIZED EXCAVATION

A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2500 psi, may be used when approved by Architect.

1. Fill unauthorized excavations under other construction, pipe, or conduit as directed by Architect.

## 3.9 STORAGE OF SOIL MATERIALS

A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

## 3.10 BACKFILL

A. Place and compact backfill in excavations promptly, but not before completing the following:

1. Construction below finish grade including, where applicable, subdrainage, dampproofing, waterproofing, and perimeter insulation.
2. Surveying locations of underground utilities for Record Documents.
3. Testing and inspecting underground utilities.
4. Removing concrete formwork.
5. Removing trash and debris.
6. Removing temporary shoring and bracing, and sheeting.
7. Installing permanent or temporary horizontal bracing on horizontally supported walls.

B. Place backfill on subgrades free of mud, frost, snow, or ice.

## 3.11 UTILITY TRENCH BACKFILL

A. Place backfill on subgrades free of mud, frost, snow, or ice.

B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.

C. Trenches under Footings: Backfill trenches excavated under footings and within 18 inches of bottom of footings with satisfactory soil; fill with concrete to elevation of bottom of footings. Concrete is specified in Section 03 30 00 "Cast-in-Place Concrete"

D. Backfill voids with satisfactory soil while removing shoring and bracing.

E. Place and compact initial backfill of subbase material, free of particles larger than 1 inch in any dimension, to a height of 12 inches over the pipe or conduit.

1. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.

F. Place and compact final backfill of satisfactory soil to final subgrade elevation.

G. Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

## 3.12 SOIL FILL

A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.

B. Place and compact fill material in layers to required elevations as follows:

1. Under grass and planted areas, use satisfactory soil material.
2. Under walks and pavements, use satisfactory soil material.
3. Under steps and ramps, use engineered fill.
4. Under footings and foundations, use engineered fill.

C. Place soil fill on subgrades free of mud, frost, snow, or ice.

## 3.13 SOIL MOISTURE CONTROL

A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.

1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

## 3.14 COMPACTION OF SOIL BACKFILLS AND FILLS

A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.

B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.

C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 698:

1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill soil material at 95 percent.
2. Under concrete pavement, scarify and recompact top 9 inches of existing subgrade and each layer of back fill or fill soil material at 98 percent.
3. Under walkways, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 98 percent.
4. Under turf or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 95 percent.
5. For utility trenches, compact each layer of initial and final backfill soil material at 95 percent.

## 3.15 GRADING

A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.

1. Provide a smooth transition between adjacent existing grades and new grades.
2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:

1. Turf or Unpaved Areas: Plus or minus 1 inch.
2. Walks: Plus or minus 1 inch.
3. Pavements: Plus or minus 1/2 inch.

C. Grading inside Building Lines: Finish subgrade to a tolerance of 1/2 inch when tested with a 10-foot straightedge.

## 3.16 SUBSURFACE DRAINAGE

1. Compact each filter material layer to 95 percent of maximum dry unit weight according to ASTM D 698.

B. Drainage Backfill: Place and compact filter material over subsurface drain, in width indicated, to within 12 inches of final subgrade, in compacted layers 6 inches thick. Overlay drainage backfill with one layer of subsurface drainage geotextile, overlapping sides and ends at least 6 inches.

1. Compact each filter material layer to 85 percent of maximum dry unit weight according to ASTM D 698.
2. Place and compact impervious fill over drainage backfill in 6-inch- thick compacted layers to final subgrade.

## 3.17 SUBBASE AND BASE COURSES UNDER PAVEMENTS AND WALKS

A. Place subbase course on subgrades free of mud, frost, snow, or ice.

B. On prepared subgrade, place subbase course under pavements and walks as follows:

1. Install separation geotextile on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends.
2. Place base course material over subbase course under hot-mix asphalt pavement.
3. Shape subbase course to required crown elevations and cross-slope grades.
4. Place subbase course 6 inches or less in compacted thickness in a single layer.
5. Place subbase course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
6. Compact subbase course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 98 percent of maximum dry unit weight according to ASTM D 698.

## 3.18 FINE GRADING / TOP SOIL PLACEMENT

A. Prior to fine grading, loosen subgrade soil to a depth of 6”.

B. Cut and fill all areas to elevations and tolerances specified. Leave graded surface clean, free from rubbish and large clods and reasonably smooth. Topsoil shall only be placed during dry weather and when the existing soils are unfrozen.

C. Remove roots, weeds, rocks over 1”, and any foreign material while spreading.

D. Grade surfaces accurately to elevations indicated on plan to within a tolerance of ½ inch when measured with a 10 foot straightedge and to assure areas drain away from structures and to prevent ponding and pockets. Provide subgrade surfaces free of stones 4 inches in greatest dimension.

1. Provide ½” edge against sidewalks to allow sod to sit flush with pavement edge.

E. After placement, loosen topsoil by cultivation to a minimum depth of 6 inches throughout entire site. Utilize a Blecavator cultivator, or similar equipment to separate rocks from the soil during the cultivation process, and directing the pulverize soil to the top of the soil profile.

F. Maintenance: Protect final graded areas from traffic and erosion. Keep free of trash and debris.

## 3.19 FIELD QUALITY CONTROL

A. Special Inspections: Contractor will engage a qualified special inspector to perform the following special inspections:

1. Determine prior to placement of fill that site has been prepared in compliance with requirements.
2. Determine that fill material and maximum lift thickness comply with requirements.
3. Determine, at the required frequency, that in-place density of compacted fill complies with requirements.

B. Testing Agency: Contractor will engage a qualified geotechnical engineering testing agency to perform tests and inspections.

C. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.

D. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Architect.

E. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:

1. Paved and Building Slab Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 2000 sq. ft. or less of paved area or building slab, but in no case fewer than three tests.
2. Foundation Wall Backfill: At each compacted backfill layer, at least one test for every 100 feet or less of wall length, but no fewer than two tests.
3. Trench Backfill: At each compacted initial and final backfill layer, at least one test for every 150 feet or less of trench length, but no fewer than two tests.

F. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.

## 3.20 PROTECTION

A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.

1. Scarify or remove and replace soil material to depth as directed by Architect; reshape and recompact.

C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.

1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

## 3.21 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

B. Transport surplus satisfactory soil to designated storage areas on Owner's property. Stockpile or spread soil as directed by Architect.

1. Remove waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION 31 20 00

# SECTION 31 22 19 – SITE GRADING

## 1. GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.

### 1.2 SUMMARY

A. Work shall include all labor, materials, and equipment necessary to completely furnish and install the fine grading and soil preparation as indicated on the plans and as herein specified.

B. Related Sections: The following Sections contain requirements that relate to this Section:

1. See Section 31 00 00 “Earthwork” for backfilling, subgrade preparation and rough grading.

### 1.3 ACTION SUBMITTALS

A. Topsoil samples. Provide a quart bag sample and lab analysis for comparison to specification for both onsite topsoil and import material.

B. Test Reports

### 1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified testing agency.

B. Material Test Reports: For each soil material proposed for fill and backfill as follows:

1. Classification according to ASTM D 2487.
2. Laboratory compaction curve according to ASTM D 698.

### 1.5 QUALITY ASSURANCE

A. Subcontract site grading work to a single firm specializing in fine grading operations. Firm shall have satisfactory record of performance on completed projects of comparable size and quality.

B. Post-grading Conference: After completion of fine grading and topsoil placement, conduct a conference at Project site with Landscape Architect, UNL campus Landscape Architect, UNL Landscape Services and CM for acceptance of work by the owner.

1.6 JOB CONDITIONS

A. Proceed with and complete fine grading as rapidly as portions of site become available, working within seasonal limitations.

B. Protect existing utilities, paving, plant material, and other facilities from damage caused by fine grading operations.

C. Perform fine grading work only after other work affecting ground surface has been completed.

## 2. PRODUCTS

A. Turf Area Topsoil: New topsoil that is fertile, friable, natural loam, dark in color, free of subsoil, clay lumps, brush, weeds, and other debris; and free of roots, stumps, stones larger than one inch in any dimension; and free of other extraneous or toxic matter harmful to plant growth. Topsoil should be obtained from local sources. It should have an acidity range (pH) of 5.5 – 8.0, and an organic matter content between 3 and 8 percent.

## 3. EXECUTION

3.1 INSPECTION

A. Examine finish surfaces, grades, topsoil quality, and depth. Do not start site grading work until unsatisfactory conditions are corrected and approved by Landscape Architect.

3.2 FINE GRADING / TOP SOIL PLACEMENT

A. Prior to fine grading, loosen subgrade soil to a depth of 6” min.

B. Cut and fill all areas to elevations and tolerances specified. Leave graded surface clean, free from rubbish and large clods and reasonably smooth. Topsoil shall only be placed during dry weather and when the existing soils are unfrozen.

C. Remove roots, weeds, rocks, and any foreign material while spreading.

D. Grade surfaces accurately to elevations indicated on plan to within a tolerance of ½ inch when measured with a 10 foot straightedge and to assure areas drain away from structures and to prevent ponding and pockets. Provide subgrade surfaces free of stones 1 inches in greatest dimension.

1. Provide ½” edge against sidewalks to allow sod to sit flush with pavement edge.
2. Provide 3” edge against sidewalks in planting bed areas for mulch to sit flush with pavement edge.

E. Loosen topsoil by cultivation to a minimum depth of 6 inches throughout entire site. Utilize a Blecavator cultivator, or similar equipment to separate rocks from the soil during the cultivation process, and directing the pulverize soil to the top of the soil profile.

F. Maintenance: Protect final graded areas from traffic and erosion. Keep free of trash and debris.

## 3.3 CLEANUP AND PROTECTION

A. During fine grading operations, keep pavements clean and work area in an orderly condition.

## 3.4 FINAL INSPECTION

A. At completion of fine grading and topsoil placement acceptance of work is required by Landscape Architect prior to proceeding.

END OF SECTION 31 22 19

# SECTION 32 11 16 – PERMEABLE BASE AGGREGATES FOR SYNTHETIC TURF SYSTEMS

## 1. GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.

1. See Section 00 45 50 “Bidder’s Qualifications”.
2. See Section 03 30 00 “Cast-In-Place Concrete” for concrete edge restraints.
3. See Section 31 00 01 “Playing Field Earthwork” for rough grading operations.
4. See Section 33 41 00 “Storm Utility Drainage Piping” for storm drainage system.

### 1.2 SUMMARY

A. Work shall include all labor, materials, and equipment necessary to completely furnish and install the granular base materials under synthetic turf surfacing as indicated on the plans and as herein specified.

### 1.3 QUALITY ASSURANCE

A. The contractor performing all aggregate base work shall have a minimum of 10 years of experience in grading sports fields of a similar size and nature and shall have worked on a minimum of 20 successful sports field projects of a similar size and nature.

1. The contractor shall be a Certified Field Builder (CFB) as recognized by the American Sports Builders Association.

a. Provide statement of qualification to the Architect indicating years of experience, list of similar projects, and references with contact information. The final approval of qualifications shall be at the discretion of the Owner.

B. All aggregate base and finishing stone construction shall be completed by means of a fully automated laser controlled LGP excavation equipment. Not exceptions.

C. After preparing the base aggregate surface, provide certified as-built drawing (25' X 25' grid survey required for certification) for Architects approval. Placement of the synthetic turf shall not commence until the Architect has reviewed and accepted, in writing, the base aggregate grade survey certification.

D. Testing and Inspection Service: Employ at contractor's expense, testing laboratory acceptable to Architect. During aggregate base operations the testing laboratory shall perform testing and inspection services. A visual inspection may be used in lieu of density tests if approved by Architect prior to completion of the work.

1. When work in this section or portions of work are completed, notify the testing laboratory to perform density tests. Do not proceed with additional portions of work until results have been verified.
2. If, during progress of work, test indicated that compacted materials do not meet specified requirements, remove defective work, replace and retest at no cost to the owner
3. Ensure compacted fill are tested before proceeding with placement of aggregate sub-base materials.
4. The following minimum number of compaction and moisture tests, in accordance with appropriate ASTM procedures, shall be made, where directed, in the designated areas:

| DESIGNATED AREA | NUMBER OF TESTS |
|---|---|
| Prepared Aggregate Base | 1 test per 2,000 sq/ft per lift |

1.4 SUBMITTALS

A. Contractor shall provide (3) copies of all testing data, product data any product cut sheets or performance data if applicable.

B. Contractor shall submit a two-pound sample of each type of stone along with a sieve and permeability analysis test to the Owner and Architect for approval prior to the delivery to the site.

C. Sample warranty of all applicable materials and products.

1.5 DELIVERY, STORAGE AND PROTECTION

A. Aggregates shall be delivered to the site in proper trucks as to not segregate product

B. Aggregates shall be delivered to the site with proper moisture content and must be protected for weather events that will wash the fines in the product.

1.6 WARRANTY

A. Contractor shall supply a one-year warranty for all labor and workmanship of the aggregate base and materials required to install all items within the specification and indicated on the drawings. This warranty shall include the following:

1. Sub-base system shall be free from defects in material and workmanship
2. Sub-base system shall drain without ponding at a minimum rate of 15 inches per hour
3. Sub-base system shall remain usable for its intended use for the warranty period.
4. Must respond to warranty work within 7 days

## 2. PRODUCTS

### 2.1 BASE STONE

A. Granular fill for turf field aggregate **Base Course** shall be crushed limestone and shall be type, size and which will prevent capillary action and must conform to the following requirements.

1. 95-100% passing the 1” sieve
2. 85-100% passing the 3/4” sieve
3. 75-85% passing the 1/2” sieve
4. 50-75% passing the 3/8” sieve
5. 10-50% passing the #4 sieve
6. 2-10% passing the #8 sieve
7. 0-10% passing the #10 sieve
8. 0-10% passing the #16 sieve
9. 0-10% passing the #30 sieve
10. 0-10% passing the #40 sieve
11. 0-10% passing the #50 sieve
12. 0-6% passing the #100 sieve
13. Less than 5% passing the #200 sieve

B. Depth of stone as indicated on drawings

### 2.2 TOP FINISHING STONE

A. Granular fill for turf field aggregate **Top Finishing Stone** shall be crushed limestone and shall be type, size and which will prevent capillary action and must conform to the following requirements.

1. 100% passing the 1/2” sieve
2. 85-100% passing the 3/8” sieve
3. 5-60% passing the #4 sieve
4. 5-10% passing the #8 sieve
5. 5-50% passing the #10 sieve
6. 0-5% passing the #16 sieve
7. 0-5% passing the #30 sieve
8. 0-5% passing the #40 sieve
9. 0-5% passing the #50 sieve
10. 0-2% passing the #100 sieve
11. 0-2% passing the #200 sieve

B. Depth of stone as indicated on drawings

### 2.3 GEOTEXTILE FABRIC

A. The subgrade shall be covered in its entirety with a woven geotextile fabric.

B. Manufacturer: Tencate Mirafi or approved equal during bidding period by addendum

1. Type: 500x Woven Geotextile

2.4 TURF NAILER BOARD

A. Nailer shall be a 2x4 treated lumber as indicated on drawings

## 3. EXECUTION

3.1 GENERAL

A. Excavation and grading shall be performed in conformance with the grades and cross-sections indicated on the drawings.

3.2 TURF NAILER

A. After installation of the concrete curbing the contractor shall install the nailer, prior to final placement of the finish stone rock.

B. Nailer shall be anchored with an approved concrete wedge anchor or screw. Anchor shall be installed at each end and every 2'-0"

C. Nailer shall be installed to an approved dimension below grade, as specified by the synthetic turf supplier. Contractor shall verify finish grade of nailer with turf contractor.

D. Any anchors that do not fully drive into concrete shall be removed and new anchors installed adjacent on either side of the previous anchor that failed to install fully.

3.3 SUBSURFACE DRAINAGE PIPING

A. All pipes shall be installed per slopes and grades shown on plans.

3.4 GEOTEXTLE FABRIC

A. The Geotextile fabric shall be laid smooth without wrinkles or folds on the prepared subgrade in the direction of construction traffic. Adjacent Geotextile rolls shall be overlapped. Overlaps shall be in the direction as shown on the plans and in accordance with the manufacturer's requirements.

3.5 PERMEABLE BASE AND TOP STONE

A. Check subgrade for conformity with elevations and sections immediately before placing aggregate base material.

B. Granular base material shall be uniformly moist prior to, and during compaction.

C. Place granular base material in compacted layers not more than 3 in. thick.

D. Spread, shape and compact all granular base material deposited on the subgrade during the same day. Do not drive trucks (empty or full) over prepared subgrade. Back the trucks into the site to unload granular base materials. Each layer of materials shall be uniformly spread and not moved more than 10' from location of import to site.

E. Compact base material to not less than 95% of maximum density: ASTM D698. Provide certification by a licensed engineer that the subgrade meets this density requirement prior to placement of top finishing stone.

F. Top finishing stone for the synthetic turf shall be compacted to 95% of maximum density; ASTM D698. Provide certification by a licensed engineer that the subgrade meets this density requirement prior to placement of top finishing stone

G. Finishing surface shall be proof rolled with a vibrator smooth double drum roller to provide a non-yielding, smooth, flat surface.

1. Check for unstable areas.
2. Check for areas requiring additional compaction.

H. The planarity tolerance for **FINISH** layer shall be plus or minus 1/4" in 10 feet. Both the Architect and the synthetic turf contractor must approve the rock base for both planarity and stability. A survey shall be conducted by the contractor to verify planarity. Density test as well as visual inspection will be used to verify stability of the base. Provide test results to the Architect for both density and planarity.

I. After installation of the top stone, the finished aggregate base shall be tested for infiltration rate using a double-ring infiltrometer (ASTM D -3385-94) or tested in a control laboratory.

1. Lab tests shall be performed, by a registered Professional Engineer or certified agronomist, in at least 1 test per 10 tons of rock. The average infiltration rate of all locations shall not be less than 20 inches/hour with no one location having a rate less than 15 inches/hours.
2. The sub-base contractor will be responsible to meet this performance specification, before proceeding with installation of the synthetic turf, and shall bear the cost of the on-site testing and the cost of any additional work if it fails to meet this test.

J. Prior to the beginning of turf installation, the Installer of the synthetic turf shall inspect the aggregate base for tolerance to grade. The installer will accept the sub-base in writing when the sub-base contractor provides test results for compaction and planarity that are in compliance with the synthetic turf manufacturer's specifications. A certified record of the finished field as-built measurements shall be made and submitted to the Architect.

END OF SECTION 32 11 16

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# SECTION 32 13 13 - CONCRETE PAVING

## 1. GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.

### 1.2 SUMMARY

A. Work shall include all labor, materials, and equipment necessary to completely furnish and install the Portland Cement Concrete Paving as indicated on the plans and as herein specified.

B. Related Sections: The following Sections contain requirements that relate to this Section:

1. See Section 03 30 00 “Cast-in-Place Concrete” for additional requirements.
2. See Section 31 00 00 “Earthwork” for backfilling and subgrade preparation.

### 1.3 SUBMITTALS

A. Pavement marking plan indicating lane separations and defined parking spaces. Note dedicated handicapped spaces with international graphics symbol.

## 2. PRODUCTS

### 2.1 CONCRETE MATERIALS

A. Concrete construction materials including reinforcing, concrete and related materials are specified in Section 03 30 00 "Cast-In-Place Concrete."

### 2.2 PROPORTIONING AND DESIGN OF MIXES

A. Design mixes to provide normal weight concrete with the following properties, unless otherwise indicated on drawings and schedules:

B. Prepare design mix such that ratio of course aggregate to fine aggregate is as specified in section 2.3 subparagraph B. Section 03 30 00 "Cast In Place Concrete for 30% Limestone / 70% Sand and Gravel Aggregate.

1. Parking lots, drives and walks shall have a 28 day F'c = 4000 psi.

C. Use air-entraining admixture in all exterior concrete.

2.3 SEALANTS

A. Foam Expansion Joint Filler: Polyethylene closed-cell expansion-joint filler. Provide Sonoflex F by Sonneborn or equal.

B. Joint Sealer: Polyurethane self-leveling sealant, ASTM C 920, Type S, Grade P, Class 25, Use T at all expansion and contraction joints.

C. WR 244-100 Sealant to be applied to all concrete, typ.

## 3. EXECUTION

3.1 SUBBASE PREPARATION

A. For subbase preparation see Section 31 00 00 "Earthwork."

3.2 CONCRETE

A. For concrete placement, finishing, curing, surface repairs, and quality control testing during construction see Section 03 30 00 "Cast-In-Place Concrete."

3.3 JOINTS

A. Use bonding agent on existing concrete surfaces that will be joined with fresh concrete.

B. Expansion Joints: If spacing is not indicated, construct expansion joints at 40 foot maximum intervals and at points of contact between slabs and vertical surfaces such as columns, foundation walls, stoops and elsewhere as indicated.

1. Provide foam expansion joint fillers and sealant or traffic grade hot pour at all expansion joints.

C. Contraction (Control) Joints: Should be cut ¼ of the slab thickness.

1. If joint spacing is not indicated, lay out joints to form square panels. When this is not practical, rectangular panels can be used if the long dimension is no more than 1.25 times the short side. In 4" slabs, the long side should not exceed 10 feet.

a. Spacing: Not to exceed 30 x slab thickness or 10 feet, whichever is less.

## 3.4 FINISH

A. All sidewalk surfaces should have a textured, non-slip broom finish free from trowel marks, except for the edging tool.

END OF SECTION 32 13 13

# SECTION 32 18 13 – SYNTHETIC TURF SYSTEM SURFACING

## 1. GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.

### 1.2 SUMMARY

A. Work shall include all labor, materials, and equipment necessary to completely furnish and install the synthetic turf surfacing system as indicated on the plans and as herein specified.

B. Related Sections: The following Sections contain requirements that relate to this Section:

1. See Section 12 93 00 “Site Accessories” for playground equipment within surfacing area.
2. See Section 31 20 00 “Earthmoving” for backfilling and subgrade preparation.
3. See Section 33 41 00 “Storm Drainage Systems” for connecting drain tile to storm sewer.
4. See Section 33 46 00 “Subdrainage Systems” for drain tile within aggregate base material.

### 1.3 REFERENCES

A. American Society for Testing and Materials (ASTM):

1. ASTM D412 Standard Test Methods for Vulcanized Rubber and Thermoplastic Rubbers and Thermoplastic Elastomers-Tension.
2. ASTM D624 Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers.
3. ASTM D2047 Standard Test Method for Static Coefficient of Friction of Polish-Coated Floor Surfaces as Measured by the James Machine.
4. ASTM D2859 Standard Test Method for Flammability of Finished Textile Floor Covering Materials.
5. ASTM E303 Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester.
6. ASTM F1292 Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment.
7. ASTM F1951 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment.

## 1.4 SYSTEM DESCRIPTION

A. Performance Requirements: Provide a 2 layer (bottom layer rubber-polyurethane/top layer synthetic grass) playground surfacing system that has been designed, manufactured and installed to meet the following criteria:

1. Shock Attenuation (ASTM F1292):

    a. Gmax: Less than 200.
    b. Head Injury Criteria: Less than 1000.

2. Flammability (ASTM D2859): Pass.
3. Tensile Strength (ASTM D412): 60 psi (413 kPa).
4. Tear Resistance (ASTM D624): 140%.
5. Water Permeability: 0.4 gal/yd2/second.
6. Accessibility: Comply with requirements of ASTM F1951

## 1.5 SUBMITTALS

A. General: Submit listed submittals in accordance with Conditions of the Contract and Division 1 Submittal Procedures Section.

B. Product Data:

1. Manufacturer’s product data for top surface and basemat/base course and installation instructions
2. Sieve analysis for grading of aggregate base based on play surface manufacturer’s requirements

C. Verification Samples: Submit manufacturer’s standard verification samples

D. Quality Assurance/Control Submittals: Submit the following:

1. Certificate of qualifications of the playground surfacing installer.

E. Closeout Submittals: Submit the following:

1. Warranty documents specified herein.

## 1.6 QUALITY ASSURANCE

A. Qualifications: Utilize an installer approved and trained by the manufacturer of the playground surfacing system, having experience with other projects of the scope and scale of the work described in this section.

B. Certifications: Certification by manufacturer that installer is an approved applicator of the playground surfacing system.

1.7 DELIVERY, STORAGE & HANDLING

A. General: Comply with Division 1 Product Requirement Section.

B. Delivery: Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.

C. Storage and Protection: Store materials protected from exposure to harmful environmental conditions and at a minimum temperature of 40 degrees F (4 degrees C) and a maximum temperature of 90 degrees F (32 degrees C).

1.8 PROJECT/SITE CONDITIONS

A. Environmental Requirements: Install surfacing system when minimum ambient temperature is 40 degrees F (1 degree C) and maximum ambient temperature is 90 degrees F (32 degrees C). Do not install in steady or heavy rain.

1.9 WARRANTY

A. Project Warranty: Refer to Conditions of the Contract for project warranty provisions.

B. Manufacturer's Warranty: Submit, for Owner's acceptance, manufacturer's standard warranty document executed by authorized company official. Manufacturer's warranty is in addition to, and not a limitation of, other rights Owner may have under contract documents.

## 2. PRODUCTS

2.1 PLAY SURFACING

A. Manufacturer:

1. DuraPlay Inc, Driftwood, Texas 78619
2. Surface America, Cheektowaga, New York 14225
3. Shawgrass, Calhoun, Georgia 30701
4. Or equal, if and as specifically approved by Architect by Addendum during bidding period.

    a. Type: Porous synthetic turf (polyethylene monofilament fiber and textured polypropylene thatch tufted into backing) fully adhered over poured rubber basemat
    b. Color: TBD from manufacturers standard colors.

2.2 SETTING-BED MATERIALS

A. Graded Aggregate for Base: Sound, crushed stone or gravel complying with play surfacing manufacturer's recommendations.

## 3. EXECUTION

### 3.1 MANUFACTURER'S INSTRUCTIONS

A. Comply with the instructions and recommendations of the playground surfacing manufacturer.

### 3.2 EXAMINATION

A. Site Verification of Conditions: Verify that substrate conditions are suitable for installation of the playground surfacing system.

B. Do not proceed with installation until unsuitable conditions are corrected.

### 3.3 PREPARATION

A. Surface Preparation: Using a brush or short nap roller, apply primer to the substrate perimeter and any adjacent vertical barriers such as playground equipment support legs, curbs or slabs that will contact the surfacing system at the rate of 300 ft2/gal (7.5 m2/L).

### 3.4 INSTALLATION

A. Do not proceed with playground surfacing installation until all applicable site work, including substrate preparation, fencing, playground equipment installation and other relevant work, has been completed.

B. Aggregate Bed Course:

1. Compact soil subgrade uniformly to at least 95 percent of ASTM D 1557 laboratory density.
2. Proof-roll prepared subgrade to identify soft pockets and areas of excess yielding. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Architect, and replace with compacted backfill or fill as directed.
3. If indicated by play surfacing manufacturer, place separation geotextile over prepared subgrade, overlapping ends and edges at least 12 inches.
4. Place aggregate base in thickness indicated by play surfacing manufacturer, compact 100 percent of ASTM D 1557 maximum laboratory density, and screed to depth indicated.

C. Basemat/Base Course Installation:

1. Install basemat material per manufacturer's recommendations using manufacturer's recommended tools.
2. If necessary, allow basemat to cure for sufficient time so that indentations are not left in the basemat from applicator foot traffic or equipment.

D. Primer Application: Using a brush or short nap roller, apply primer to the basemat perimeter and any adjacent vertical barriers such as playground equipment support legs, curbs or slabs that will contact the surfacing system at the rate of 300 ft2/gal (7.5 m2/L).

E. Synthetic Turf Surface Installation:

1. Rough cut synthetic grass rolls for installation.
2. Using 15” wide cordura seam tape and 1-part urethane adhesive, seam synthetic grass roles to form monolithic surface. Adhere synthetic grass to basemat around playground perimeter.

3.5 PROTECTION

A. Protect the installed playground surface from damage resulting from subsequent construction activity on site.

END OF SECTION 32 18 16

# SECTION 3 231 13 –CHAIN LINK FENCES AND GATES

## 1. GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

### 1.2 SUMMARY

A. Work shall include all labor, materials, and equipment necessary to completely furnish and install the Chain Link Fences and Gates as indicated on the plans and as herein specified.

B. This Section includes the following:

1. Chain-link Fence
2. Gates: Swing

C. Related Sections: The following Sections contain requirements that relate to this Section:

1. Division 03 30 00 “Cast-in-Place Concrete” for Cast-in-place concrete
2. Division 31 00 00 “Earthwork” for excavation, filling and backfilling

### 1.3 PERFORMANCE REQUIREMENTS

A. Delegated Design: Design chain-link fence and gates, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.

B. Structural Performance: Provide chain-link fences and gates capable of withstanding the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:

1. Minimum Post Size and Maximum Spacing for Wind Velocity Pressure: Determine based on mesh size and pattern specified, and on the following minimum design wind pressures and according to CLFMI WLG 2445:

a. Wind Speed: 90 mph.
b. Fence Height: See Drawings.
c. Line Post Group: IA, ASTM F 1043, Schedule 40 steel pipe.
d. Wind Exposure Category: C

2. Sizes for all fence posts shall be determined solely by the contractor based on information provided above, information listed in this specification and information provided on the drawings. Post sizes listed on the drawings are for information only and shall be confirmed by the contractor. Exact sizes for all posts required to accommodate stipulated conditions shall be incorporated as part of the base bid.

1.4 SUBMITTALS

A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for chain link fence and gates.

1. Fence and gate posts, rails, and fittings
2. Chain-link fabric, reinforcements, and attachments
3. Gates and hardware

B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work. Show accessories, hardware, gate operation, and operational clearances.

C. Samples for Initial Selection: For components with factory-applied color finish.

D. Samples for Verification: Prepared on Samples

E. Delegated-Design Submittal: For chain-link fence and gate framework indicated to comply with performance requirements and design criteria, including analysis data singed and sealed by the qualified professional engineer responsible for their preparation.

F. Product Certificates: For each type of chain-link fence, and gate, from manufacturer.

G. Product Test Reports: For framing strength according to ASTM F 1043

H. Field quality-control reports

I. Operation and Maintenance Data: For the following to include in emergency, operations, and maintenance manuals:

1. Polymer finish
2. Gate hardware
3. Gate operator

J. Warranty: Sample of special warranty.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: An experienced commercial installer who has completed chain-link fences and gates similar in material, design, and extent to those indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.

B. Single-Source Responsibility: Obtain chain link fences and gates, including accessories, fittings, and fastenings, from a single source.

C. Mockups: Build mockups to set quality standards for fabrication and installation

1.6 PROJECT CONDITIONS

A. Field Measurements: Verify layout information for fences and gates shown on the Drawings in relation to the property survey and existing structures. Verify dimensions by field measurements.

1.7 WARRANTY

A. Special Warranty: Manufacturer's standard form in which installer agrees to repair or replace components of chain-link fences and gates that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:

a. Faulty operation of gate operators and controls
b. Deterioration of metals, metal finishes, and other materials beyond normal weathering.

2. Warranty Period: 1 years from date of Substantial completion.

## 2. PRODUCTS

2.1 CHAIN LINK FENCE FABRIC

A. Steel Chain-Link Fence Fabric: Fabricated in one-piece heights measured between top and bottom of outer edge of selvage knuckle or twist. Comply with (CLFMI) Product Manual and with requirements indicated below:

1. Height: As indicated on drawings
2. Selvage: Twisted on Top and Knuckled at bottom of fabric.
3. Steel Wire Fabric: Wire with a diameter as indicated on drawings.

a. Mesh Size: as indicated on drawings

b. Zinc-Coated Fabric: ATTM A 491, Type II with zinc coating applied before or after weaving.

## 2.2 STEEL FENCE FRAMING

A. Fence Posts and Rails: Comply with ASTMF 1043 for framing, including rails, braces, and line; terminal; and corner posts. Provide member with minimum dimensions and wall thickness according to ASTM F 1043.

1. Fence Height: As indicated on drawings
2. Heavy Industrial Strength: Schedule 40 galvanized-steel pipe conforming to ASTM F 1083, according to heavy industrial requirements of ASTM F 669, Group IA, with minimum yield strength of 25,000 psi, not less than 1.8 oz. of zinc per sq. ft. Type A coating inside and outside according to ASTM F 1234, as determined by ASTM A 90

    a. Line Post: As required by Delegated-Design Submittal
    b. End, Corner and Pull Post: As required by Delegated-Design Submittal

3. Horizontal Framework Members: Intermediate, top and bottom rails complying with ASTM F 1043

    a. Top Rail: As required by Delegated-Design Submittal

4. Brace Rails: Comply with ASTM F 1043
5. Metallic Coating for Steel Framing

    a. Zinc-Coated: Galvanized by hot-dip process

## 2.3 SWING GATES

A. Fabricate perimeter frames of gates from same material and finish as fence framework. Assemble gate frames by welding. Provide horizontal and vertical members to ensure proper gate operation and attachment of fabric, hardware, and accessories. Space frame members maximum of 8 feet apart unless otherwise indicated.

1. Fabric: Same as for fence unless otherwise indicated. Secure fabric at vertical edges with tension bars and bands and to top and bottom of frame with tie wires.
2. Bracing: Install diagonal cross-bracing consisting of 5/16-inch-diameter adjustable-length truss rods on gates to ensure frame rigidity without sag or twist.

B. Swing Gates: Comply with ASTM F 900 for gate posts and swing gate types

1. Gate Leaf Width: Gates up to 8 feet wide

    a. Up to 6 Feet High: Fabricate perimeter frames of 1.660-inch minimum OD

b. Over 6 Feet High: As required based on post frequency, post height, mesh weight, and design criteria listed previously

2. Pipe and Tubing:

a. Zinc-Coated Steel: Comply with ASTM F 1043 and ASTM F 1083; protective coating and finish to match fence framing.
b. Gate Posts: Round tubular steel
c. Gate Frames and Bracing: Round tubular steel

3. Gate Hardware: Provide galvanized hardware and accessories for each gate according to the following:

a. Hinges: Size and material to suit gate size, non-lift-off type, offset to permit 180-degree gate opening. Provide hinges as indicated on drawings, or if not indicated, provide 1-1/2 pair of hinges for each leaf over 6-foot nominal height.
b. Latch: Plunger-bar type to permit operation from either side of gate, with padlock eye.

## 2.4 FITTINGS

A. Material: Comply with ASTM F 626 for all items required to complete fence system. Galvanize each ferrous metal item and finish to match framing.

1. Steel and Iron: Unless specified otherwise, hot-dip galvanize pressed steel or cast-iron fence fittings and accessories with at least 1.2 oz. zinc per sq. ft. as determined by ASTM A 90.

B. Post and Line Caps: Formed steel, cast malleable iron, weather tight closure cap for tubular posts. Provide one cap for each post. Where top rail is used, provided tops to permit passage of top rail.

C. Rail and Brace Ends: Pressed steel per ASTM F626, for cup-shaped connection to receive rail and brace ends.

D. Top Rail Sleeves: 7” expansion sleeve with a minimum .137” wire diameter and 1.80” length spring, allowing for expansion and contraction of top rail.

E. Tension (stretcher) Bars: One piece lengths equal to 2” less than full height of fabric with a minimum cros-section of 3/4" wide x 3/16" thick. Provide tension bars where chain link fabric meets terminal posts.

F. Tension Bands: Pressed steel, 14 gage thickness x 1" wide. Minimum 300 degree profile curvature for secure fence post attachment.

G. Tension Wire: zinc coated steel wire per ASTM F1664 Class 2 b, 6 gauge diameter core wire with tensile strength of 75,000 psi.

H. Brace Bands: Pressed steel, 12 gage thickness x 3/4" wide, per ASTM F-626.

I. Truss Rods and tightener: Steel rods with minimum diameter of 3/8". Capable of withstanding a tension of minimum 2,000 lbs. Merchant quality with turnbuckle.

J. Ties Wires, Clips, and Fasteners: According to ASTM F 626.

1. Standard Round Wire Ties: For attaching chian-link fabric to posts, rails, frames, complying with the following.

a. Hot-Dip Galvanized Steel

2.5 CONCRETE

A. Concrete: Provide concrete as indicated in Section 03 30 00 "Cast-In-Place Concrete."

## 3. EXECUTION

3.1 EXAMINATION

A. Examine areas and conditions, with Installer present, for compliance with requirements for site clearing, earthwork, pavement work, and other conditions affecting performance of work.

1. Do not begin installation before final grading is completed unless otherwise permitted by Architect

B. Proceed with installation only after unsatisfactory conditions have been removed.

3.2 PREPARATION

A. Stake location of fence lines, gates, and terminal posts. Do not exceed interval of 500 feet or line of sight between stakes. Indicate locations of utilities, lawn sprinkler system, underground structures, benchmarks and property monuments.

3.3 INSTALLATION, GENERAL

A. Install fence to comply with ASTM F 567

## 3.4 CHAIN-LINK FNECE INSTALLATION

A. Post Excavation: Drill or hand-excavate (using post-hole digger) holes for posts to diameters and spacing's indicated, in firm, undisturbed or compacted soil.

1. If not indicated on Drawings, excavate holes for each post to minimum diameter recommended by fence manufacturer, but not less than four times the largest cross section of post.
2. Unless otherwise indicated, excavate hole depths approximately 3 inches lower than post bottom, with bottom of posts set not less than 36 inches below finish grade surface.

B. Post Setting: Set posts in concrete at indicated spacing into firm, undisturbed soil.

1. Verify that posts are set plumb, aligned, and at correct height and spacing, and hold in position during setting with concrete or mechanical devices.
2. Concrete Fill: Place concrete around posts to dimensions indicated and vibrate or tamp for consolidation. Protect above ground portion of posts from concrete splatter.

C. Terminal Posts: Locate terminal end, corner, and gate posts per ASTM F 567 and terminal pull posts at changes in horizontal or vertical alignment.

D. Line Posts: Space line posts uniformly as indicated on drawings.

E. Post Bracing and Intermediate Rails: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Diagonally brace terminal posts to adjacent line posts with truss rods and turnbuckles. Install braces at end and gate posts and at both sides of corner and pull posts.

1. Locate horizontal braces at mid-height of fabric 72 inches or higher, on fences with top rail and at two-third fabric height on fences without top rail. Install so posts are plumb when diagonal rod is under proper tension.

F. Tension Wire: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Pull wire taut, without sags. Fasten fabric to tension wire hog rings of same material and finish as fabric wire, spaced at a maximum of 24 inches o.c. Install tension wire in location indicated before stretching fabric. Provide horizontal tension wire at the following locations.

1. Extended along top and bottom of fence fabric. Install tension wire through post cap loops. Install bottom tension wire within 3 inches of bottom fabric and tie to each post with not less than same diameter and type of wire.

G. Top Rails: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Run rail continuously through line post caps, bending to radius for curved runs and terminating into rail end attached to posts or post caps fabricated to receive rail at terminal posts. Provide expansion couplings as recommended by fencing manufacturer.

H. Intermediate and Bottom Rails: Install and secure to post with fittings.

I. Fabric: Leave approximately 1 inch between finish grade and bottom selvage unless otherwise indicated. Pull fabric taut and tie to posts, rails, and tension wires. **Install fabric on outside of fence posts, and anchor to framework so that fabric remains under tension after pulling force is released. Attach fabric with wire ties to line posts at 12" on center and to rails, braces, and tension wire at 12" on center.**

J. Tension or Stretcher Bars: Thread through fabric and secure to end, corner, pull, and gate posts with tension bands spaced not more then 15 inches o.c.

K. Tie Wires: Use wire of proper length to firmly secure fabric to line posts and rails. Attach wire at one end to chain link fence fabric, wrap wire around post a minimum of 180 degrees, and attach other end to chain-link fabric per ASTM F 626. Bend ends of wire to minimize hazard to individuals and clothing.

1. Maximum Spacing: Tie fabric to line posts at 12 inches o.c. and braces at 24 inches o.c.

L. Fasteners: Install nuts for tension bands and carriage bolts on the side of the fence opposite the fabric side

## 3.5 GATE INSTALLATION

A. Install gates according to manufacturer's written instructions. Install gates plumb, level, and secure for full opening without interference. Install ground-set items in concrete for anchorage. Adjust hardware for smooth operation and lubricate where necessary. Install gates according to manufacturer's instructions, plumb, level, and secure.

## 3.6 ADJUSTING

A. Gates: Adjust gates to operate smoothly, easily, and quietly, free of binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Conform that latches and locks engage accurately and securely without forcing or binding.

B. Lubricate hardware and other moving parts.

## 3.7 DEMONSTRATION

A. Engage a factory-authorized service representative to train Owner's personnel to adjust, operate, and maintain chain-link fences and gates.

END OF SECTION 32 31 13

Clark & Enersen Project No.: 380-001-21

# SECTION 32 92 00 – TURF AND GRASSES

## 1. GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.

### 1.2 SUMMARY OF WORK

A. Work shall include all labor, materials, and equipment necessary to completely furnish and install the Turf and Grasses as indicated on the plans and as herein specified.

B. This section includes the following:

1. Seeding
2. Sodding
3. Meadow grasses and wildflowers
4. Turf renovation

C. Related Sections: The following Sections contain requirements that relate to this Section:

1. Division 31 Section “Erosion and Sediment Control Systems” for erosion control materials
2. Division 31 Section “Site Clearing” for topsoil stripping and stockpiling
3. Division 31 Section “Earthmoving” for excavation, filling and backfilling, and rough grading
4. Division 32 Section “Planting Irrigation” for turf irrigation
5. Division 32 Section “Plant Material” for border edgings
6. Division 33 Section “Subdrainage Systems” for subsurface drainage

### 1.3 SUBMITTALS

A. Product Data: For each type of product indicated.

1. Pesticides and Herbicides: Include product label and manufacturer’s application instruction specific to this project.

B. Certification of Grass Seed: From seed vender for each grass-seed monostand or mixture stating the botanical and common name, percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Included year of production and date of packaging.

1. Certification of each seed mixture for turf grass sod and seed. Include identification of source, name and telephone number of supplier.

**C. Seed Supplier to furnish tags that list job name, mix type and bag weight. Tags are to be attached to each bag by supplier. Bags are to be delivered to site with tags attached. As bags are used, tags shall be removed from each bag and collected by contractor. Contractor to turn over all used tags to Engineer**

D. Qualification Data: For qualified landscape Installer.

E. Material Test Reports: For existing native surface topsoil, existing in-place surface soil and imported or manufactured topsoil.

F. Product Certificates: For fertilizers from manufacturer.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: A qualified landscape Installer whose work has resulted in successful turf establishment.

1. Professional Membership: Installer shall be a member in good standing of either the Professional Landcare Network or the American Nursery and Landscape Association
2. Experience: Five (5) years' experience in turf installation
3. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project Site when work is in progress
4. Pesticide Applicator: State licensed, commercial.

1.5 DELIVERY, STORAGE AND HANDLING

A. Seed and Other Packaged Materials: Deliver packaged materials in original, unopened container showing weight, certified analysis, name and address of manufacturer, and indication of conformance with state and federal laws, as applicable.

B. Seed Supplier to furnish tags that list job name, mix type and bag weight. Tags are to be attached to each bag by supplier. Bags are to be delivered to site with tags attached. As bags are used, tags shall be removed from each bag and collected by contractor. Contractor to turn over all used tags to Engineer

C. Sod: Harvest, deliver, store, and handle sod according to requirements in "Specifications for Turfgrass Sod Materials" and "Specifications for Turfgrass Sod Transplanting and Installation" in TPI's "Guideline Specifications to Turfgrass Sodding." Deliver Sod in time for planting within 24 hours of harvesting. Protect sod from breakage and drying.

D. Bulk Materials:

1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
2. Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge or soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.

3. Accompany each delivery or bulk fertilizer and soil amendments with appropriate certificates.

1.6 PROJECT CONDITIONS

A. Proceed with and complete seeding work as rapidly as portions of site become available, working within seasonal limitations.

B. Protect existing utilities, paving, plant material, and other facilities from damage caused by seeding operations.

C. Perform seeding work only after planting and other work affecting ground surface has been completed.

D. Restrict pedestrian, bicycle, vehicular and other traffic from lawn areas until grass is established. Erect signs and barriers as required.

E. Provide hose and lawn watering equipment as required.

F. Planting Restrictions: Plant during on of the following periods.

1. Cool Season Grass Seeding

   a. Spring Planting: March 15 – April 15
   b. Fall Planting: August 15- September 21 (preferred)
   c. Dormant Planting: November 30- March 1

2. Warm Season Grasses and Wildflower Seeding

   a. Spring Planting: April 15 - June 1 (preferred)
   b. Summer Planting June 15-Aug 15
   c. Dormant Planting: November 30- March 1

3. Cool Season Grass Sodding

   a. Anytime soils are not frozen. Sodding in early spring and early fall are preferred. Sodding in late fall and winter is acceptable as long as irrigation is available throughout the winter to establish and minimize winter desiccation on exposed sites.

4. Weather Limitations: The actual planting shall be performed during those times in this season which are normal for such work as determined by weather conditions, and accepted practice in the locality. No work shall be performed when the ground is frozen, wet or otherwise un-tillable or when even distribution of materials cannot be obtained.

1.7 TURF AND GRASS ESTABLISHMENT

A. The contractor will be responsible for turf and grass establishment as outlined in paragraph 3.

1.8 MAINTENANCE SERVICE

A. The **Owner** will provide full maintenance (mowing, watering and weeding) post acceptance of established turf as defined by paragraph 3.7 Satisfactory Turf.

## 2. PRODUCTS

2.1 SEED

A. Grass Seed: Fresh, clean, dry and new crop complying with AOSA's "Journal of Seed Technology; Rules for Testing Seeds" for purity and germination tolerances. Provide seed mixture composed of grass species, proportions and minimum percentages of purity and germination. Noxious weed seed free.

B. Seed Mixture types: As noted on drawings.

2.2 TURFGRASS SOD

A. Turfgrass Sod: 'Certified' or 'Approved', complying with "Specifications for Turfgrass Sod Materials" in TPI's "Guideline Specifications to Turfgrass Sodding" and as noted below. Furnish viable sod of uniform density, color and texture, strongly rooted, and capable of vigorous growth and development when planted.

1. Certified Turfgrass Sod: Certified turfgrass sod is superior sod grown from certified, high quality seed of known origin or from plantings of certified grass sprigs or stolons. It is inspected by the certification agency of the area to assure satisfactory varietal identity and purity, overall high quality and freedom from noxious weeds or excessive amounts of other crop and weedy plants at time of harvest. It may be of either one variety or composed of a mixture of two or more varieties or species. However, all seed in a mixture must be certified. The turfgrass sod must meet the area's published standards for certification.
2. Approved Turfgrass Sod: Approved turfgrass sod is superior sod, grown from approved seed of known origin or from plantings of approved grass sprigs or stolons. Field standards for approved sod are similar to those of certified sod. It is inspected by the official certification agency of the area to assure overall high quality and freedom from noxious weeds or excessive amounts of other crop and weedy plants at time of harvest. It may be either one variety or composed of a mixture of two or more varieties of species. However, all seed in a mixture must be approved.

B. Sod Mixture types: As noted on drawings.

## 2.3 MEADOW GRASSES AND WILDFLOWERS

A. Wildflower Seed: Fresh, Clean, and dry new seed, of mixed species as indicated on drawings

B. Native Grass Seed: Fresh, Clean, and dry new seed, of mixed species as indicated on drawings

C. Wildflower and Native Grass Seed: Fresh, Clean, and dry new seed, of mixed species as indicated on drawings

D. Seed Carrier: Inert material, sharp clean sand or perlite, mixed with seed at a ratio of not less then two parts seed carrier to one part seed.

E. Seed Mixture types: As noted on drawings.

## 2.4 FERTILIZERS

A. Starter Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:

1. Composition: 15-25 percent nitrogen, 20-25 percent phosphorous, and 5-10 percent potassium, by weight.
2. Application: Apply at rate of 1.0-1.5 lb. $P_2O_2$/1000 sf depending on recommendations of soil reports from a qualified soil-testing laboratory.

B. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:

1. Composition: 20 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight
2. Application: Apply at rated recommended in soil report from a qualified soil-testing laboratory.

## 2.5 MULCHES

A. Hay or Straw Mulch: Provide air-dry, clean, mildew free, noxious weed seed free, native prairie hay, native grass hay, threshed oats, wheat, or rye.

## 2.6 PESTICIDES

A. General: Pesticide, registered and approved by EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.

B. Pre-Emergent Herbicide (Selective and Non-Selective): Effective for controlling the germination or growth of weeds within planted areas at the soil level directly below the mulch layer

C. Post-Emergent Herbicide (Selective and Non-Selective): Effective for controlling weed growth that has already germinated.

2.7 WATER

A. Water: Free of substance harmful to seed growth. Hoses or other methods of transportation furnished by Contractor.

## 3. EXECUTION

3.1 EXAMINATION

A. Examine areas to be planted for compliance with requirements and other conditions affecting performance.

1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
2. Do not mix or place soils and soil amendments in frozen, wet, or muddy conditions.
3. Suspend soil spreading, grading, and tilling operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
4. Uniformly moisten excessively dry soil that is not workable and which is too dusty.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

C. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Architect and replace with new planting soil.

3.2 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities, trees, shrubs, and plantings from damage caused by planting operations.

1. Protect grade stakes set by others until directed to remove them.

B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

## 3.3 TURF AND GRASSES AREA PREPARATION

A. Limit turf and grasses subgrade preparation to areas to be seeded or sodded.

B. Newly Graded Subgrades: Loosen subgrade to a minimum depth of **8 inches**. Remove stones larger than 1-inch in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.

C. Unchanged Subgrades: If turf is to be planted in areas unaltered or undisturbed by excavating, grading, or surface-soil stripping operations, prepare surface soil as follows:

1. Remove existing grass, vegetation, and turf. Do not mix into surface soil.
2. Loosen surface soil to a depth of at least **8 inches**. Apply soil amendments and fertilizers according to planting soil mix proportions and mix thoroughly into top 6 inches of soil.
3. Remove stones larger than 1 inch in any dimension and sticks, roots, trash, and other extraneous matter.
4. Legally dispose of waste material, including grass, vegetation, and turf, off Owner's property.

D. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade to within plus or minus 1/2 inch of finish elevation. Roll and rake, remove ridges, and fill depressions to meet finish grades. Sod areas are to be held down **½" below finished grade** when adjacent to pavement or seeded areas to created flush transition. Limit finish grading to areas that can be planted in the immediate future.

E. Moisten prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

F. Before planting, obtain Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

## 3.4 SEEDING

A. Sow seed with acceptable seeding equipment. Do not broadcast or drop seed when wind velocity exceeds 5 mph. Evenly distribute seed by sowing equal quantities in two directions at right angles to each other.

1. Seed drills, hydraulic seeders, and gravity broadcast seeders may be used as acceptable seeding equipment for planting seed. The contract may indicate the type of seeding equipment to be used on the project.

a. Seed Drills: Seed drills shall be equipped with press wheels or drag chains. The seed delivery system shall space rows no greater than 8 inches apart, shall include a seed box agitation system, and shall be capable of metering seed at the rate specified in the contract. Seed shall not be planted greater than 1/2 inch deep.

b. Hydraulic Seeders: Use hydraulic seeding equipment with a pump rated at no less than 100 gallons (350 L) per minute. The equipment shall have suitable working pressure and a nozzle adapted for hydraulic seeding. The supply and/or storage tanks shall have a means of mechanical agitation. The tanks shall be calibrated, and have a means of measuring the volume used or remaining in the tank. When using a hydraulic seeder, the fertilizer shall be applied separately from the seed.
c. Gravity Broadcast Seeders: In areas inaccessible to field machinery, implement mounted or handheld broadcast seeders may be permitted at the discretion of the Engineer. Gravity broadcast seeders shall provide agitation of the seed, have a functioning adjustable gate opening, and uniformly distribute seed on the seedbed. Implement mounted broadcast seeders shall be equipped with seed hopper baffle plates. Implement mounted broadcast seeders shall be equipped with a shielded front to prevent the spreading of material in front of the spreader.

2. Do not use wet seed or seed that is moldy or otherwise damaged.
3. Do not seed against existing trees. Limit extent of seed to outside edge of planting saucer.

B. Sow seed at a total rate as noted on drawings

C. Sow seed to a soil depth as recommended by supplier.

D. Protect seeded areas with slopes where indicated by drawings or specifications; installed and stapled according to manufacturer's written instructions.

E. Protect seeded areas with erosion-control mats where indicated by drawings or specifications; install and anchor according to manufacturer's written instructions.

F. Protect all other seeded areas not indicated to receive erosion control matting or blankets by spreading straw or hay mulch.

1. Hay shall be either dry cured native prairie hay, native grass hay from seed growing operations, native grass hay from planted warm season grass stands

a. Brome hay is not allowed
b. The mulch shall be certified as "Noxious Weed Free" by the "County Weed Control Authority" or other authorized agents
c. Hay shall be applied at the rate of 2 tons/acre

2. Straw shall be from threshed oats, wheat, or rye. Rye straw shall not be used in any wheat growing area. The straw shall be baled before the seasonal growth of annual weeds.

a. Straw shall be applied at the rate of 2.25 tons/acre

3. Hay or straw in a stage of decomposition so advanced as to "powder" in the mulch blower shall be rejected.

4. The mulch shall be applied loose enough to allow sunlight to penetrate and air to slowly circulate, but thick enough to partially shade the ground, reduce water evaporation, and reduce wind and water erosion.
5. Immediately after applying the mulch, the Contractor shall anchor it to the soil using a mulch crimper with approximately 6-inch cleats or other approved equipment with perpendicular, dull, disc blades.

    a. All mulch shall be crimped the same day it is applied.
    b. The crimper shall be narrow enough or hinged to uniformly crimp the mulch into the sloped and swale areas. More than one crimping may be necessary in these areas if directed by the Engineer.

## 3.5 SODDING

A. Lay sod within 24 hours of harvesting. Do not lay sod if dormant or if ground is frozen or muddy.

B. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod; do not stretch or overlap. Stagger sod strips or pads to offset joints in adjacent courses. Avoid damage to subgrade or sod during installation. Tamp and roll lightly to ensure contact with subgrade, eliminate air pockets, and form a smooth surface. Work sifted soil or fine sand into minor cracks between pieces of sod; remove excess to avoid smothering sod and adjacent grass.

1. Lay sod across angle of slopes exceeding 1:3.
2. Anchor sod on slopes exceeding 1:4 with wood pegs or steel staples spaced as recommended by sod manufacturer but not less than 2 anchors per sod strip to prevent slippage.

C. Saturate sod with fine water spray within two hours of planting. During first week after planting, water daily or more frequently as necessary to maintain moist soil to a minimum depth of 1-1/2 inches below sod.

## 3.6 PESTICIDE APPLICATION

A. Apply pesticides and other chemical products and biological control agents in accordance with requirements of authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with Owner's operations and others in proximity to the Work. Notify Owner before each application is performed.

B. Post-Emergent Herbicides (Selective and Non-Selective): Apply only as necessary to treat already-germinated weeds and in accordance with manufacturer's written recommendations.

## 3.7 TURF ESTABLISHEMENT

A. Establish turf by fertilizing, weeding, watering, replanting, and performing other operations as required to establish healthy, viable turf as defined by **Satisfactory Turf and Grass**. Roll, regrade, and replant bare or eroded areas and remulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.

1. Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace materials and turf damaged or lost in areas of subsidence.
2. In areas where mulch has been disturbed by wind or maintenance operations, add new mulch and anchor as required to prevent displacement.
3. Apply treatments as required to keep turf and soil free of pests and pathogens or disease. Use integrated pest management practices whenever possible to minimize the use of pesticides and reduce hazards.
4. Provide supplemental irrigation as need to germinate and establish turf prior to satisfactory turf acceptance

## 3.8 SATISFACTORY TURF AND GRASS

A. **Turf installation and establishment shall meet the following criteria. Architect / Owner to review for acceptance prior to turnover for Supplemental Maintenance Service.**

1. Satisfactory Seeded Turf: At end of establishment period, a healthy, uniform, close stand of grass has been established, 90 percent weed free, and without surface grade irregularities, with coverage exceeding 90 percent over any 10 sq. ft. and bare spots not exceeding 6 by 6 inches. Minimum of 2” in height.
2. Satisfactory Sodded Turf: At end of establishment period, a healthy, well-rooted, even-colored, viable turf has been established, free of weeds, open joints, bare areas, and surface irregularities.
3. Satisfactory Seeded Warm Season Grass / Wildflowers: A healthy, uniform, stand of grass has been establishes and without surface grade irregularities, with coverage exceeding 60 percent over any 10 sq. ft. and bare spots not exceeding 12 by 12 inches. Minimum of 2” in height.

B. Use specified materials to reestablish turf that does not comply with requirements and continue maintenance until turf is satisfactory.

## 3.9 CLEANUP AND PROTECTION

A. Promptly remove soil and debris created by turf work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.

B. Erect temporary fencing or barricades and warning signs as required to protect newly planted areas from traffic. Maintain fencing and barricades throughout initial maintenance period and remove after plantings are established.

C. Remove nondegradable erosion-control measures after grass establishment period and site has been stabilized.

END OF SECTION 32 92 00

# SECTION 33 41 00 – STORM DRAIN SYSTEMS

## 1. GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

### 1.2 SUMMARY

A. Work shall include all labor, materials, and equipment necessary to completely furnish and install the Storm Drain System as indicated on the plans and as herein specified.

B. This section includes the following:

1. Drainage structures and piping.

C. Related Sections: The following Sections contain requirements that relate to this Section:

1. See Section 03 30 00 “Cast-In-Place Concrete” for additional requirements.
2. See Section 31 20 00 “Earthmoving” for backfilling and subgrade preparation.

### 1.3 QUALITY ASSURANCE

1. See Section 31 20 00 “Earthmoving” for backfilling and subgrade preparation.

B. Materials and methods of construction shall comply with the following standards:

1. American Society for Testing and Materials, (ASTM).
2. American Association of State Highway and Transportation Officials, (AASHTO).
3. American Concrete Pipe Association (ACPA).

C. Excavating, backfilling and compacting operations: Comply with requirements of Section 31 “Earthmoving” and as specified.

D. Obtain Landscape Architect’s/ Engineer’s acceptance of installed and tested site drainage system prior to installing backfill materials.

E. Comply with all State and Local requirements and guidelines.

1.4 SUBMITTALS

A. Product Data:

1. Submit complete materials list of items proposed for the work
2. Submit piping and basin product data.

B. Provide site drainage record drawings:

1. Legibly mark drawings to record actual construction.
2. Indicate horizontal and vertical locations, referenced to permanent surface improvements.
3. Identify field changes of dimension, detail and changes made by Change Order.

1.5 PROJECT CONDITIONS

A. Known underground and surface utility lines are indicated on the drawings.

1. Contractor shall contact “Digger’s Hotline” to verify all utility locations prior to commencing with the work.

B. Protect existing trees, plants, lawns, and other features designated to remain as part of the landscape work.

C. Protect excavations by shoring, bracing, sheeting, underpinning, or other methods, as required to prevent cave-ins or loose dirt from entering excavations. Barricade open excavations and post warning lights at work adjacent to public streets and walks.

D. Underpin adjacent structure(s), including utility service lines, which may be damaged by excavating operations.

E. Promptly repair damage to adjacent facilities caused by site drainage earthwork operations. Cost of repair at Contractor’s expense.

F. Promptly notify the Landscape Architect/ Engineer of unexpected sub-surface conditions.

## 2. PRODUCTS

2.1 MATERIALS

A. Site drainage piping: Provide types and sizes indicated. Provide matching couplings, fittings and accessory components to ensure continuity of the site drainage system.

1. Polyvinyl chloride (PVC) sewer pipe and fittings inside diameter sizes of 4” thru 12”: ASTM D3034-SDR35 with ASTM D3212 flexible elastomeric joint seals. Schedule 40.
2. Corregated PE Drainage Pipe (HDPE) and fittings inside diameter sizes of 4” thru 10”: AASHTO M252, Type S, with smooth waterway for watertight coupling joints.
3. Corregated PE Drainage Pipe (HDPE) and fittings inside diameter sizes of 12” thru 60”: AASHTO M294, Type S, with smooth waterway for watertight coupling joints.

4. Reinforced-Concrete Sewer Pipe and fittings inside diameter sizes of 15” or larger: ASTM C 76, tongue and groove ends and gasketed joints with ASTM C 443, rubber gaskets sealant joints with ASTM C 990 bitumen or butyl-rubber sealant. Class III, Wall B.

B. Drain basins and inlets: Provide type and sizes indicated on drawings

1. Polyvinyl Chloride (PVC) drain basins:

   a. Base, riser and top sections shall be manufactured as an integral part and shall meet the mechanical property requirements for fabricated fittings as described by ASTM standards.
   b. Drain basins shall have thermally molded and bonded integral bell couplings sized to accept HDPE or PVC pipe with gaskets made of polyisoprene meeting the requirements of ASTM F477. Bells shall be designed to allow for a minimum of 1.5 degrees of axial joint misalignment while maintaining joint integrity.
   c. Frames and grates shall be furnished by same manufacturer as drain basins.
   d. Location: As specified on project plans.

2. Cast in place concrete drainage structure inlets: Cast in place concrete drainage structures shall be constructed with reinforced concrete bottom, walls, and top.

   a. Ballast shall be used by increasing the thickness of the concrete sections or by adding concrete to base sections, as required to prevent flotation.
   b. Reinforced concrete grade rings shall be used to adjust final grate/rim elevation. Inside diameter of grade rings shall be 24 inches minimum.
   c. Frames and Grates shall be heavy duty.

3. Frames, grates, and covers: Refer to schedule as indicated on project plans.
4. Mortar:

   a. Mortar for jointing concrete pipe and for laying and parging concrete masonry: 1 part Portland cement and 2 parts sand.

5. Clean natural sand.
6. AASHTO M43 #10 crushed stone or gravel grits.
7. AASHTO M43 #6 (3/8” to ¾”) clean uniformly graded stone or gravel.

C. Concrete: 4,000 psi air entrained concrete with 0.45 maximum water/cement ratio complying with Section 03 30 00 requirements.

1. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 deformed steel.

D. Earth fill: Natural sandy-clay subsoil, soil-rock mixtures, or approved excavated materials, free of foreign matter, organic material and debris.

1. Excavated materials removed in site drainage trenching operation may be used as backfill when acceptable to the Landscape Architect and Geotechnical Engineer. See Section 31 “Earthmoving” for compaction and testing requirements.

E. Soil separator: Rot resistant polypropylene filter fabric, water permeable, and unaffected by freezing and thawing.

## 3. EXECUTION

3.1 PREPARATION

A. Lay out site drainage work and establish extent of excavation by area and elevation. Designate and identify datum elevation and Landscape Architect’s/Engineer’s reference points. Set required lines, levels, and elevations.

B. Do not cover or enclose work of the Section before obtaining required inspections, tests, approvals and location recording.

C. Remove existing paving, including base material, as required to accommodate site drainage work. Saw cut existing paving to provide uniform straight transition at new to existing paving.

3.2 EXISTING UTILITIES

A. Before starting excavation, establish the location and extent of underground utilities in the work area. Exercise care to protect existing utilities during earthwork operations. Perform excavation work near utilities by hand and provide necessary shoring, sheeting, and supports as work progresses.

B. Protect active utility services uncovered by excavation.

3.3 INSTALLATION

A. Perform excavating and backfilling as required to install site drainage work.

B. Provide trench wall support and pumping of surface and ground water as required to provide suitable conditions for performing the work.

C. Excavate trenches to accommodate indicated bedding conditions and material. Trim and shape trench bottoms to proper line and grade, free of irregularities. Remove unstable material and replace with compacted fill.

D. Install site drainage system true to grade and alignment indicated.

1. Provide necessary equipment for lowering pipe safely into trenches. Handle pipe and accessories to prevent damage. Damaged materials replaced at Contractor's expense.
2. Do not place pipe in water, nor when trench or weather is unsuitable for site drainage work.
3. Remove all dirt and foreign material from pipe before installation. Provide bulkheads as required to prevent entrance of dirt of water after installation.
4. Lay and fit pipe sections to provide a smooth, uniform invert, with sealed joints and full bearing in bedding material. Provide continuous fall in flow direction.
5. Excavate bell holes under each bell to ensure uniform bedding for all types of bell and spigot piping.
6. Install piping beginning at low point, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream.
7. Install pipe joint gaskets in accordance with manufacturer's recommendations. Install PVC sewer pipe in accordance with applicable provisions of ASTM D2321 and ASTM F1668. Install HDPE corrugate sewer piping according to ASTM D 2321. Install concrete pipe in accordance with ASTM C1479 and ACPA "Concrete Pipe Field Manual".
8. All storm pipe to have water tight gaskets and fittings.
9. Cut pipe end entering structures flush with inner face of structures.
10. Provide soil separator over granular perforated site drainage piping.
11. Extend site drainage system to outfall indicated and make required connection.
12. Obtain required inspections and perform testing prior to backfilling. Remove obstructions, replace damaged components, and retest as required. Provide a satisfactory free flowing site drainage system.

E. Backfill trenches with an approved backfill material, free from large clods, stones and debris.

1. Backfill trenches in 8" compacted layers until there is a cover of not less than 24" over piping.
2. Backfill evenly on both sides of piping for its full depth. Provide thorough compaction of fill under pipe haunches.
3. Provide granular backfill at all paved areas.
4. Provide concrete encasement where indicated.

F. Mechanically compact backfill in accordance with Section 31 20 00 requirements. Water settling, puddling, and jetting as a compaction method are not acceptable.

G. Fill, compact, and restore to original level and condition all settlement.

H. Replace paving, lawns, and finished surfaces removed to accommodate the site drainage system, except where new surfaces are provided as part of the work.

I. Construct trench drains, catch basins, manholes, inlets, and other drainage structures as indicated.

1. Install drainage structures on a sound cast-in-place or precast segmented concrete base.
2. Lay radial and batter concrete masonry with full mortar joints completely filled with Portland cement mortar. Strike joints flush with surface of concrete masonry.

3. Horizontal joints shall not exceed ½". Vertical joints shall not exceed ¼" on their interior surface.
4. Provide headers where required to adjust frames to grade, breaking joints between courses.
5. Parge inside and outside face of masonry structure walls with ½" mortar.
6. Construct flow channels with concrete, or brick, conforming to the inside diameter of connecting lines. Make changes in grade gradually and make changes in line with true curves.
7. Set frames and covers to required grade and bed in place with mortar.
8. Cold weather protection: Provide all necessary means for heating concrete, masonry materials, and mortar to protect concrete and masonry work during and after installation from damage by frost and freezing.
9. Perform no work when the temperature is below 25 degrees F. (ambient).

3.4 DISPOSAL OF WASTE MATERIALS

A. Stockpile, haul from site, and legally dispose of waste materials, including excess excavated materials, rock, trash and debris.

B. Maintain disposal route clear, clean, and free of debris.

3.5 CLEANING

A. Maintain site drainage piping and structures in a clean workable condition during construction operations.

B. Flush site drainage system with water in sufficient volume to obtain free flow through each line. Remove all silt, trash, and debris just prior to acceptance of work.

C. Upon completion of site drainage work, remove tools and equipment. Provide site clear, clean, free of debris and suitable for site work operations.

END OF SECTION 33 41 00

# SECTION 33 46 00 – SUBDRAINAGE SYSTEMS

## 1. GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

### 1.2 SUMMARY

A. Work shall include all labor, materials, and equipment necessary to completely furnish and install the Subdrainage System as indicated on the plans and as herein specified.

B. This section includes the following:

1. Pipe
2. Fittings and accessories
3. Drainage fill

C. Related Sections: The following Sections contain requirements that relate to this Section:

1. See Section 31 20 00 “Earth Moving” for backfilling and subgrade preparation.
2. See Section 33 41 00 “Storm Utility Drainage Piping” for storm sewer system requirements

### 1.3 QUALITY ASSURANCE

A. Comply with requirements of Section 31 “Earth Moving”.

B. Obtain Landscape Architect’s or Engineer’s acceptance of installed and tested subdrainage system prior to installing drainage fill materials.

### 1.4 SUBMITTALS

A. Submit Manufacturer’s product data for each type of drainage pipe required. Show types and sizes of fittings and accessories proposed for the work.

### 1.5 PROJECT CONDITIONS

A. Coordinate installation of the subdrainage system with excavating and backfilling work performed under Section 31 “Earthmoving”.

## 2. PRODUCTS

### 2.1 MATERIALS

A. Subdrainage piping: Provide types and sizes indicated. Provide matching reducers, adaptors, couplings, fittings, and accessory components to ensure continuity of the subdrainage system.

1. Polyvinyl chloride (PVC) pipe: ASTM D2729 plastic sewer pipe, perforated.
2. Corregated PE Drainage Pipe (HDPE) AASHTO M252, Type S, perforated.
3. Plastic tubing: ASTM F405, corrugated polyethylene drainage tubing, perforated.

B. Drainage fill: AASHTO M43 #6 (3/8" to ¾") clean uniformly graded stone or gravel.

C. Earth fill: Natural sandy-clay subsoil, soil-rock mixtures or approved excavated materials, free of foreign matter, organic material, and debris.

1. Excavated materials removed in earthwork excavation operations may be used as backfill when acceptable to the Landscape Architect and Geotechnical Engineer.

a. See Section 31 "Earth Moving" for compaction and testing requirements.

D. Soil Separator: Rot resistant polypropylene filter fabric, water permeable and unaffected by freezing and thawing.

## 3. EXECUTION

### 3.1 INSPECTION

A. Examine substrates and installation conditions. Do not start subdrainage work until unsatisfactory conditions are corrected.

### 3.2 INSTALLATION

A. Provide a compacted earth base. Hand trim excavations to required elevation. Place and compact earth fill as required to fill low areas and provide a positive drainage flow.

B. Install minimum 4" layer of drainage fill over compacted earth base for bedding drainage pipe.

C. Lay drainage pipe with perforations down, joints closed, and firmly bedded in drainage fill material. Provide full bearing for each pipe section. Provide continuous slope in the direction of flow.

1. Provide collars and couplings for all in-line joints and ell, elbow, or bend sections for all corners and changes in direction.
2. Provide recesses to receive bell and spigot ends.
3. Provide unperforated run out pipe. Extend drainage system to out fall indicated and make connection.

D. Obtain required inspections and perform testing before backfilling. Remove obstructions, replace damaged components, and retest system as required. Provide a satisfactory free flowing subdrainage system.

E. Place drainage fill over drain piping after satisfactory testing and acceptance. Compact drainage fill in layers not exceeding 3” in loose depth. Exercise care to avoid damage or displacement of installed piping.

1. Completely cover drain lines to width of at least 6” on each side of pipe and above top of pipe within 12” of finish grade.
2. Provide soil separator over granular backfill.

F. Install earth fill over compacted drainage fill. Compact earth full in layers not exceeding 6” in loose depth. Extend earth fill to indicated finish grade elevations. Slope earth fill away from building.

## 3.3 CLEANING

A. Upon completion of subdrainage work, remove tools and equipment. Provide site clear, clean, free of debris, and suitable for site work operations.

END OF SECTION 33 46 00

# Heartland Community Schools
# East Playground

1501 Front Street Henderson, NE 68371
CE No.: 380-001-21
April 14, 2026

## INDEX OF DRAWINGS


GENERAL

G0.00 Title Sheet and Index of Drawings

LANDSCAPE ARCHITECTURAL

L1.01 Existing Conditions & Demolition Plan
L2.01 Site Layout Plan
L3.01 Site Grading Plan
L3.02 Site Storm Sewer Plan
L4.01 Site Details

**VICINITY MAP**
NO SCALE

LANDSCAPE ARCHITECT
I, (KATHERINE GOULD) AM THE
COORDINATING PROFESSIONAL ON
(HEARTLAND COMMUNITY SCHOOLS
EAST PLAYGROUND) PROJECT

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Portland, Oregon
Charleston, South Carolina


**SHEET HISTORY:**

ISSUED 04/15/2026 Construction Documents

**Per Nebraska State Statute 81-3436, section 6.5.3**
**Required Information on Technical Submissions**


Clark & Enersen, Inc.
Architecture Contact: Tim Ripp
Engineering Contact: TJ Schirmer
1010 Lincoln Mall, Suite 200
Lincoln, NE 68508
COA No. CA0029AE


Note that this information is being provided as required by state statutes for an organization. The individual in responsible charge for design is designated by the professional stamps on individual drawings. Please follow information in the Project Manual for submitting questions during bidding or construction.

**Construction Documents**

**Heartland Community Schools East Playground**

1501 Front Street
Henderson, NE 68371

CE No.: 380-001-21

April 15, 2026

Title Sheet &
Index of Drawings

**G0.00**


Plot Time Stamp: 4 / 10 / 2026 4:48:58 PM
File Location/Name: \\ce-ln-sv-004\300-399\380-001-21 heartland community school\03) autocad\east playground\380001-G000.dwg

## SYMBOLS LEGEND

- MONUMENT FOUND
- CONTROL POINT
- BENCHMARK
- ELECTRICAL PEDESTAL
- ELECTRICAL PULLBOX
- LIGHT POLE
- POWER POLE
- GUY WIRE
- FLAG POLE
- SIGN
- SANITARY SEWER CLEAN OUT
- SANITARY SEWER MANHOLE
- STORM SEWER MANHOLE
- TELEPHONE MANHOLE
- TELEPHONE PEDESTAL
- TELEVISION PEDESTAL
- FIRE HYDRANT
- WATER VALVE
- SHRUB
- CONIFEROUS TREE
- DECIDUOUS TREE

- EXISTING CONTOUR
- PROPERTY LINE
- EASEMENT LINE
- BUILDING SETBACK LINE
- OVERHEAD BUILDING LINE
- SHRUB PERIMETER LINE
- OVERHEAD ELECTRICAL LINE (OHE)
- UNDERGROUND ELECTRICAL LINE (UGE)
- UNDERGROUND FIBER OPTIC LINE (FO)
- UNDERGROUND NATURAL GAS LINE (GAS)
- UNDERGROUND SANITARY SEWER LINE (SS)
- UNDERGROUND STORM SEWER LINE (S)
- UNDERGROUND TELEPHONE LINE (T)
- UNDERGROUND TELEVISION LINE (CATV)
- UNDERGROUND WATER LINE (W)
- LIMITS OF WORK
- CONTRACTOR STAGING & PARKING
- CONSTRUCTION FENCE

## DEMO LEGEND:

- CONCRETE PAVEMENT

## GENERAL NOTES & INFORMATION

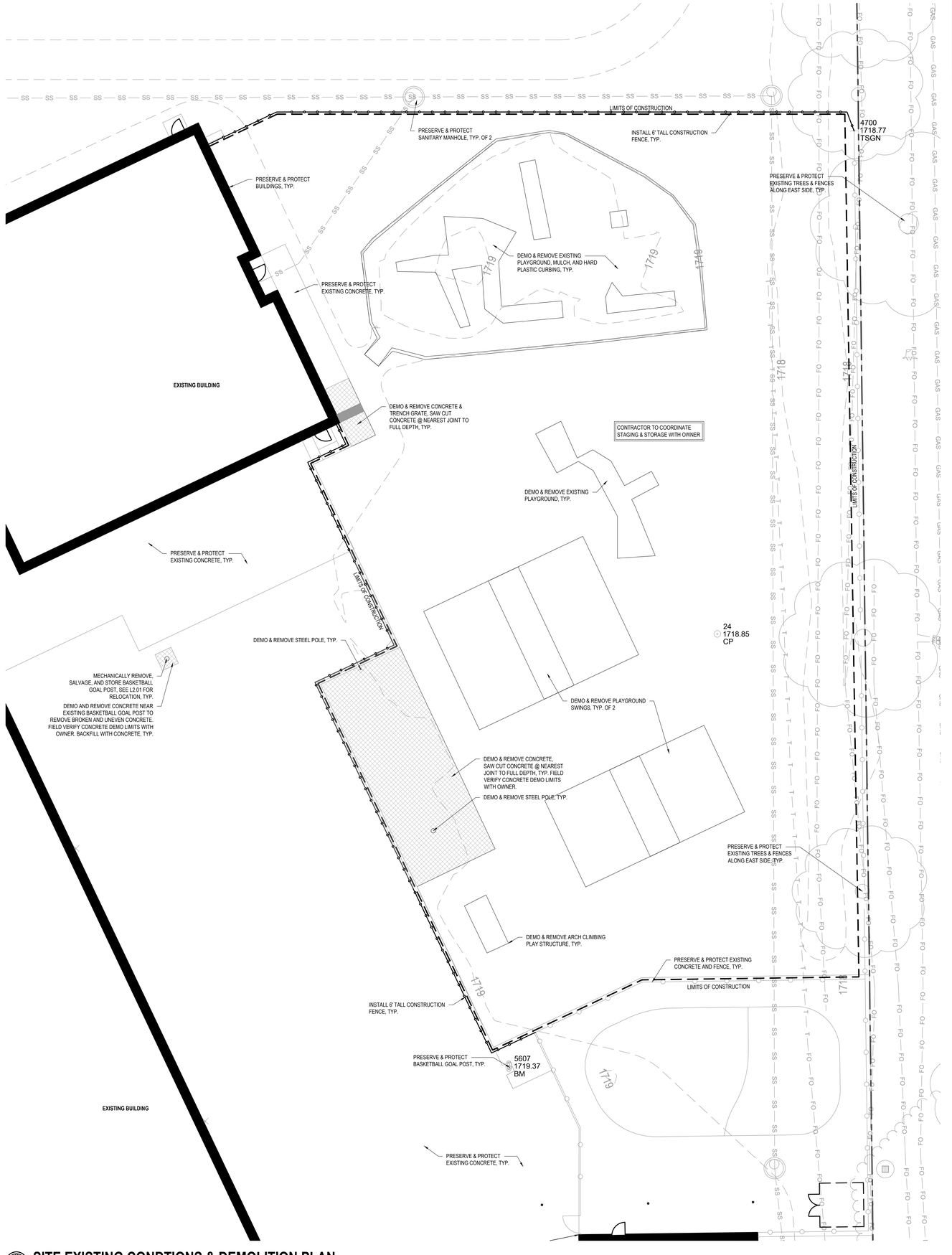
1. THE BASE FILE IS A COMPILATION OF DESIGN FILES AND PREVIOUS SURVEY COMPLETED BY JEO CONSULTING GROUP ON JULY 6, 2022. PHONE: 308-381-7428.
2. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND RECORD DRAWINGS RECEIVED. THE SURVEYOR MAKES NO GUARANTEES THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. THIS INCLUDES PRIVATE AND PUBLIC UTILITIES. FURTHER VERIFICATION MAY BE REQUIRED TO IDENTIFY UTILITIES NOT SHOWN HEREIN. THE CONTRACTOR SHALL HAVE ALL UTILITIES LOCATED THROUGH THE "ONE CALL" SYSTEM. CALL THE UNDERGROUND HOTLINE FOR UTILITY LOCATIONS AT 1-800-331-5666. FIELD VERIFY ALL SITE SPECIFIC UTILITIES.
3. THE CONTRACTOR SHALL VERIFY ALL EXISTING SITE CONDITIONS SHOWN ON PLAN, ANY DISCREPANCIES NOTICED IN FIELD SHALL BE RELAYED TO LANDSCAPE ARCHITECT / OWNER PRIOR TO COMMENCEMENT OF ANY WORK.
4. THE CONTRACTOR SHALL HAVE ALL UTILITIES LOCATED THROUGH THE "ONE CALL" SYSTEM. CALL BOTH ENTITIES BEFORE YOU DIG. CALL THE UNDERGROUND HOTLINE FOR UTILITY LOCATIONS AT 1-800-331-5666. FIELD VERIFY ALL SITE SPECIFIC UTILITIES. LOCATION FOR EXISTING SITE SPECIFIC UTILITIES IS UNKNOWN.
5. THE GENERAL CONTRACTOR SHALL PRESERVE AND PROTECT ALL EXISTING UTILITIES TO REMAIN DURING CONSTRUCTION.
6. THE GENERAL CONTRACTOR SHALL PRESERVE AND PROTECT ALL EXISTING PLANTING BEDS, SHRUBS AND TREES TO REMAIN ON SITE. DO NOT PARK, DRIVE OR STACK CONSTRUCTION MATERIALS IN THESE AREAS. REFER TO TREE PROTECTION PLAN FOR MORE DETAILS.
7. THE GENERAL CONTRACTOR SHALL NOT REMOVE OR ALTER ANY PROTECTION FENCING WITHOUT PRIOR WRITTEN CONSENT FROM OWNER AND LANDSCAPE ARCHITECT.
8. THE GENERAL CONTRACTOR SHALL MAINTAIN THE EXISTING IRRIGATION SYSTEM DURING CONSTRUCTION AND MODIFY AREAS AS SHOWN ON THE PLANS TO ACCOMMODATE NEW CONSTRUCTION.
9. REFER TO THE SPECIFICATION FOR ADDITIONAL INFORMATION ON SITE ACCESS, SITE USE AND AVAILABLE STORAGE AREAS.

## LEGAL DESCRIPTION

PT E 250' LOT 1, E 250' LOT 2-10, LOT 11 E OF W 250', W 420' LOT 12-14 & N 1/2 VAC HICKORY ST REGIER ADD CITY OF HENDERSON AND LOT 24-33, PT LOT 34, ALL LOTS 35-51, VAC ADJ STREET REFSHUAGE PLACE CITY OF HENDERSON

## DEMOLITION NOTES

1. CONTRACTOR TO PRESERVE ALL SURVEY CONTROL POINTS.
2. CONTRACTOR MUST PROTECT THE PUBLIC AT ALL TIMES WITH FENCING, SIGNING, BARRICADES, ENCLOSURES, ETC. TO THE BEST PRACTICES AND APPROVED BY THE OWNER AND THE CITY OF HENDERSON.
3. CONTINUOUS PEDESTRIAN & VEHICULAR ACCESS SHALL BE MAINTAINED FOR THE EXISTING PROPERTY AT ALL TIMES FOR THE DURATION OF THE PROJECT. REFER TO PHASING NOTES FOR MORE DETAILS.
4. DAMAGE TO ALL EXISTING CONDITIONS TO REMAIN WILL BE REPLACED AT CONTRACTOR'S EXPENSE.
5. THE CONTRACTOR IS RESPONSIBLE FOR THE DEMOLITION, REMOVAL, AND DISPOSING IN A LOCATION APPROVED BY ALL GOVERNING AUTHORITIES OF FENCE, FLUMES, FOUNDATIONS, DRIVES, DRAINAGE STRUCTURES, UTILITIES, ETC. (EXCEPT WHERE NOTED BY ENGINEER). SUCH THAT THE IMPROVEMENTS SHOWN ON THE REMAINING PLANS CAN BE CONSTRUCTED. ALL FACILITIES TO BE REMOVED SHALL BE UNDERCUT TO SUITABLE MATERIAL AND BROUGHT TO GRADE WITH SUITABLE COMPACTED FILL MATERIAL PER SPECIFICATIONS.
6. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL DEBRIS FROM THE SITE AND DISPOSING THE DEBRIS IN A LAWFUL MANNER. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED FOR THE DEMOLITIONS AND DISPOSAL.
7. ALL EXISTING SEWERS, PIPING AND UTILITIES SHOWN ARE NOT TO BE INTERPRETED AS THE EXACT LOCATION, OR AS THE ONLY OBSTACLES THAT MAY OCCUR ON THE SITE. VERIFY EXISTING CONDITIONS AND PROCEED WITH CAUTION AROUND ANY ANTICIPATED FEATURES. GIVE NOTICE TO ALL UTILITY COMPANIES REGARDING DESTRUCTION AND REMOVAL OF ALL SERVICE LINES AND CAP ALL LINES BEFORE PROCEEDING WITH THE WORK. UTILITIES DETERMINED TO BE ABANDONED AND LEFT IN PLACE SHALL BE GROUTED IF UNDER BUILDING.
8. ELECTRICAL, TELEPHONE, CABLE, WATER, FIBER OPTIC CABLE AND/OR GAS LINES NEEDING TO BE REMOVED, RELOCATED, AND/OR ABANDONED SHALL BE COORDINATED WITH THE AFFECTED UTILITY COMPANY. ADEQUATE TIME SHALL BE PROVIDED FOR RELOCATION AND CLOSE COORDINATION WITH THE UTILITY COMPANY IS NECESSARY TO PROVIDE A SMOOTH TRANSITION IN UTILITY SERVICE. CONTRACTOR SHALL PAY CLOSE ATTENTION TO EXISTING UTILITIES WITHIN THE CONSTRUCTION LIMITS DURING CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANY CONCERNING PORTIONS OF WORK WHICH MAY BE PERFORMED BY THE UTILITY COMPANY'S FORCES.
9. ALL SIDEWALK & PAVEMENT TO REMAIN SHALL BE PROTECTED IN PLACE INCLUDING PROTECTION FROM DAMAGE CAUSED BY REMOVAL OF ABUTTING CONCRETE. THE CONTRACTOR SHALL SAW CUT, FULL DEPTH AT NEAREST JOINT.
10. DO NOT DISRUPT UTILITY SERVICES TO ADJACENT BUSINESSES OR RESIDENCES WITHOUT PRIOR WRITTEN APPROVAL BY THE ARCHITECT OR OWNER.




## SITE EXISTING CONDTIONS & DEMOLITION PLAN

SCALE IN FEET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Charleston, South Carolina


**SHEET HISTORY:**

ISSUED 04/15/2026 Construction Documents

**Per Nebraska State Statute 81-3436, section 6.5.3 Required Information on Technical Submissions**

Clark & Enersen, Inc.
Architecture Contact: Tim Ripp
Engineering Contact: TJ Schirmer
1010 Lincoln Mall, Suite 200
Lincoln, NE 68508
COA No. CA0029AE

Note that this information is being provided as required by state statutes for an organization. The individual in responsible charge for design is designated by the professional stamps on individual drawings. Please follow information in the Project Manual for submitting questions during bidding or construction.

**Construction Documents**

**Heartland Community Schools East Playground**

1501 Front Street
Henderson, NE 68371

CE No.: 380-001-21

April 15, 2026

**DRAFT**

PREPARED FOR PRELIMINARY. SUBMISSION AND REVIEW ONLY -- NOT FOR CONSTRUCTION.

Site Existing Conditions & Demolition Plan

**L1.01**


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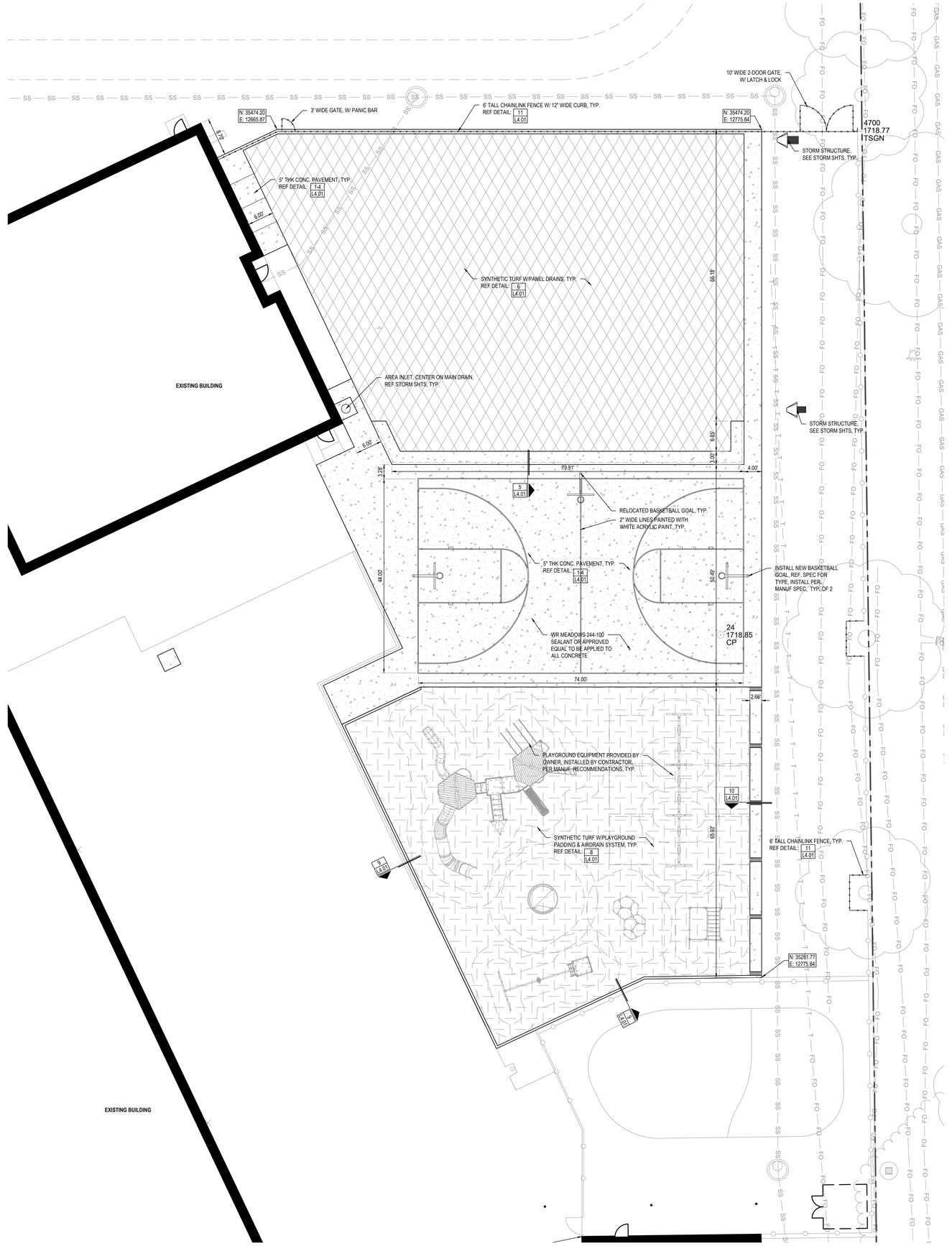
## HARDSCAPE LEGEND

5" THICK REINFORCED CONCRETE PAVEMENT WITH EVENLY SPACED JOINTS

SYNTHETIC TURF W/PANEL DRAIN

SYNTHETIC TURF W/PLAYGROUND PAD & AIRDRAIN




## SITE LAYOUT PLAN

1" = 10'
0 5 10 20
SCALE IN FEET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**Heartland Community Schools East Playground**

1501 Front Street
Henderson, NE 68371

CE No.: 380-001-21

April 15, 2026

**DRAFT**

PREPARED FOR PRELIMINARY. SUBMISSION AND REVIEW ONLY -- NOT FOR CONSTRUCTION.

Site Layout Plan

**L2.01**


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## GENERAL GRADING NOTES

1. THE GENERAL CONTRACTOR SHALL VERIFY ALL EXISTING SITE CONDITIONS SHOWN ON PLAN. ANY DISCREPANCIES NOTED IN THE FIELD SHALL BE RELAYED TO THE LANDSCAPE ARCHITECT AND OWNER PRIOR TO THE COMMENCEMENT OF WORK.
2. CONTRACTOR TO FOLLOW ALL GEOTHECHNICAL RECOMMENDATIONS FOR SUBGRADE PREPARATION. CONTRACTOR WILL BE HELD RESPONSIBLE FOR SETTLEMENT DUE TO IMPROPER COMPACTION. ANY GEOTECHNICAL/TESTING REPORTS SOLICITED BY THE CONTRACTOR SHALL BE SUBMITTED TO THE OWNER AND THE LANDSCAPE ARCH./ENGINEER.
3. CONTRACTOR TO PRESERVE ALL SURVEY CONTROL.
4. UNDERGROUND IMPROVEMENTS ARE UNKNOWN, UTILITY LOCATIONS ARE SHOWN IN APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO EXISTING UTILITIES AND SHALL REPAIR ANY SUCH DAMAGE AT HIS OWN EXPENSE. THE CONTRACTOR SHALL HAVE ALL UTILITIES LOCATED THROUGH THE 'ONE CALL' SYSTEM BEFORE DIGGING.
5. THE PROPOSED CONTOURS REPRESENT TOP OF SLAB, OR TOP OF SIDEWALK IN PAVEMENT. IN ALL GREEN SPACES, THEY REPRESENT THE FINISHED GRADE SURFACE.
6. ALL LINES SHOWN REPRESENTING PAVEMENT ARE TO BACK OF CURB OR EDGE OF PAVEMENT, UNLESS OTHERWISE NOTED.
7. FILL AND CUT AREAS SHALL BE STRIPPED OF ALL VEGETATION AND TOPSOIL PRIOR TO COMMENCEMENT OF WORK. ALL TOPSOIL SHALL BE REDISTRIBUTED AFTER ROUGH GRADING IS COMPLETED. PRESERVE AND PROTECT THE REDISTRIBUTED TOPSOIL FOR CONSTRUCTION ACTIVITY. MACHINERY SHALL NOT BE ALLOWED TO DRIVE OVER IT. SUFFICIENT TOPSOIL SHOULD BE SALVAGED AND STOCKPILED BY THE CONTRACTOR FOR RE-SPREADING IN PERMANENT PLANTING AND TURF AREAS.
8. CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE AWAY FROM THE BUILDING FOR ALL NATURAL AND PAVED AREAS. DO NOT ALLOW WATER TO FLOW OR POND IN EXCAVATION AREAS.
9. AT THE COMPLETION OF GRADING, THE CONTRACTOR SHALL REMOVE ANY EXCESS EXCAVATION FROM THE SITE. EXCEPT FOR REQUIRED TOPSOIL REQUIRED FOR RE-SPREAD
10. CONTRACTOR IS RESPONSIBLE FOR ALL TRAFFIC CONTROL AND SAFETY MEASURES, IF NECESSARY.
11. THE FINAL GRADE SHOWN FOR ALL PLANTING BEDS INCLUDES THE 3" LAYER OF MULCH SPECIFIED ON SHEET L4.01. THIS MULCH LAYER SHALL BE ACCOMMODATED WITH THE FINE GRADING.

## GENERAL DEMOLITION NOTES

1. CONTRACTOR MUST PROTECT THE PUBLIC AT ALL TIMES WITH FENCING, SIGNING, BARRICADES, ENCLOSURES, ETC. TO THE BEST PRACTICES AND PROCEDURES AVAILABLE
2. CONTINUOUS PEDESTRIAN & VEHICULAR ACCESS SHALL BE MAINTAINED FOR THE EXISTING PROPERTIES AT ALL TIMES DURING THE DEMOLITION OF THE EXISTING FACILITIES.
3. DAMAGE TO ALL EXISTING CONDITIONS TO REMAIN WILL BE REPLACED AT CONTRACTOR'S EXPENSE.
4. THE CONTRACTOR IS RESPONSIBLE FOR THE DEMOLITION, REMOVAL, AND DISPOSING IN A LOCATION APPROVED BY ALL GOVERNING AUTHORITIES OF FENCE, FLUMES, FOUNDATIONS, DRIVES, DRAINAGE STRUCTURES, UTILITIES, ETC. (EXCEPT WHERE NOTED BY ENGINEER), SUCH THAT THE IMPROVEMENTS SHOWN ON THE REMAINING PLANS CAN BE CONSTRUCTED. ALL FACILITIES TO BE REMOVED SHALL BE UNDERCUT TO SUITABLE MATERIAL AND BROUGHT TO GRADE WITH SUITABLE COMPACTED FILL MATERIAL.
5. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL DEBRIS FROM THE SITE AND DISPOSING THE DEBRIS IN A LAWFUL MANNER. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED FOR THE DEMOLITIONS AND DISPOSAL.
6. ALL EXISTING SEWERS, PIPING AND UTILITIES SHOWN ARE NOT TO BE INTERPRETED AS THE EXACT LOCATION, OR AS THE ONLY OBSTACLES THAT MAY OCCUR ON THE SITE. VERIFY EXISTING CONDITIONS AND PROCEED WITH CAUTION AROUND ANY ANTICIPATED FEATURES. GIVE NOTICE TO ALL UTILITY COMPANIES REGARDING DESTRUCTION AND REMOVAL OF ALL SERVICE LINES AND CAP ALL LINES BEFORE PROCEEDING WITH THE WORK. UTILITIES DETERMINED TO BE ABANDONED AND LEFT IN PLACE SHALL BE GROUTED IF UNDER BUILDING.
7. ELECTRICAL, TELEPHONE, CABLE, WATER, FIBER OPTIC CABLE AND/OR GAS LINES NEEDING TO BE REMOVED, RELOCATED, AND/OR ABANDONED SHALL BE COORDINATED WITH THE AFFECTED UTILITY COMPANY. ADEQUATE TIME SHALL BE PROVIDED FOR RELOCATION AND CLOSE COORDINATION WITH THE UTILITY COMPANY IS NECESSARY TO PROVIDE A SMOOTH TRANSITION IN UTILITY SERVICE. CONTRACTOR SHALL PAY CLOSE ATTENTION TO EXISTING UTILITIES WITHIN THE CONSTRUCTION LIMITS DURING CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANY CONCERNING PORTIONS OF WORK WHICH MAY BE PERFORMED BY THE UTILITY COMPANY'S FORCES.
8. ALL SIDEWALK & PAVEMENT TO REMAIN SHALL BE PROTECTED IN PLACE INCLUDING PROTECTION FROM DAMAGE CAUSED BY REMOVAL OF ABUTTING CONCRETE. THE CONTRACTOR SHALL SAW CUT AT NEAREST JOINT WHERE NECESSARY.
9. DO NOT DISRUPT UTILITY SERVICES TO ADJACENT BUSINESSES OR RESIDENCES WITHOUT PRIOR WRITTEN APPROVAL BY THE ENGINEER.
10. DO NOT DISRUPT TRAFFIC ON ADJACENT PUBLIC STREETS WITHOUT PRIOR WRITTEN APPROVAL BY THE CITY.
11. CLEAR TREES AS NECESSARY FOR PROPOSED GRADING, PRESERVE & PROTECT ALL TREES TO REMAIN

## GENERAL NOTES:

1. THE GENERAL CONTRACTOR SHALL VERIFY ALL EXISTING SITE CONDITIONS SHOWN ON PLAN. ANY DISCREPANCIES NOTED IN THE FIELD SHALL BE RELAYED TO THE LANDSCAPE ARCHITECT AND OWNER PRIOR TO THE COMMENCEMENT OF WORK.
2. UNDERGROUND IMPROVEMENTS ARE UNKNOWN, UTILITY LOCATIONS ARE SHOWN IN APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO EXISTING UTILITIES AND SHALL REPAIR ANY SUCH DAMAGE AT HIS OWN EXPENSE. THE CONTRACTOR SHALL HAVE ALL UTILITIES LOCATED THROUGH THE 'ONE CALL' SYSTEM BEFORE DIGGING.
3. FILL AND CUT AREAS SHALL BE STRIPPED OF ALL VEGETATION AND TOPSOIL PRIOR TO COMMENCEMENT OF WORK. ALL TOPSOIL SHALL BE REDISTRIBUTED AFTER ROUGH GRADING IS COMPLETED. PRESERVE AND PROTECT THE REDISTRIBUTED TOPSOIL FOR CONSTRUCTION ACTIVITY. MACHINERY SHALL NOT BE ALLOWED TO DRIVE OVER IT.
4. NO CROSS SLOPE GREATER THAN 2% AND NO SIDEWALK SLOPE GREATER THAN 5% SHALL BE ALLOWED FOR ALL SIDEWALKS. IF ANY CONSTRUCTED SLOPES EXCEED ADA REQUIREMENTS, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REMOVE AND REPLACE AREAS WHERE THE DEVIATION OCCURRED.
5. THE FINAL GRADE SHOWN FOR ALL PLANTING BEDS INCLUDES THE 3" LAYER OF MULCH SPECIFIED ON SHEET L4.01. THIS MULCH LAYER SHALL BE ACCOMMODATED WITH THE FINE GRADING.
6. PROVIDE POSITIVE DRAINAGE AT ALL TIMES WITHIN THE CONSTRUCTION AREA. DO NOT ALLOW WATER TO FLOW OR POND IN EXCAVATION AREAS.

## SEED & SOIL LEGEND:

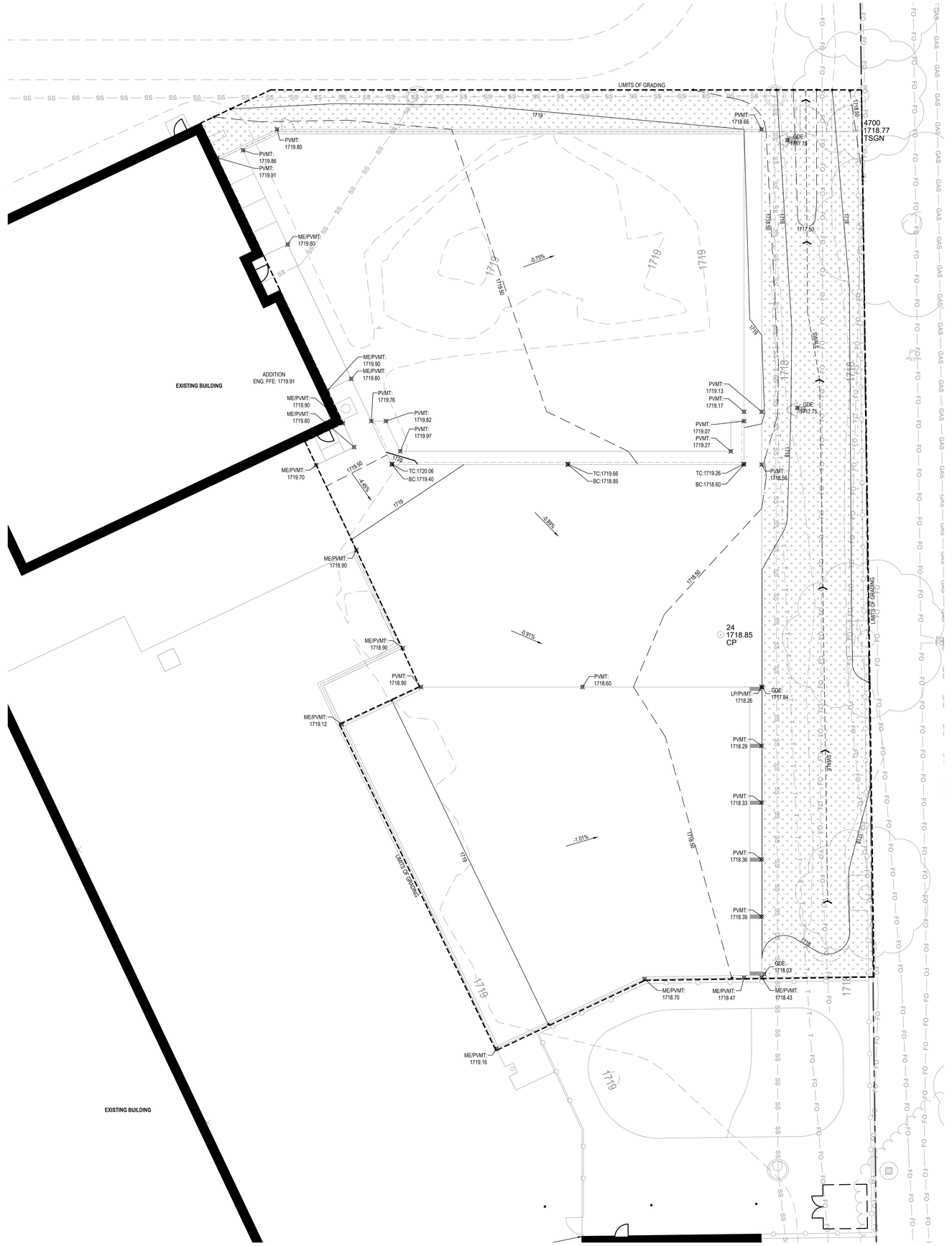
UNITED SEED TUFF TURF TALL FESCUE BLEND
SEE SPEC SECTION 32 92 00 FOR AREA PREPARATION

## SPOT ELEVATION LEGEND

| SYMBOL | DESCRIPTION |
|---|---|
| ME | MATCH EXISTING |
| GDE | GRADE |
| HP | HIGH POINT |
| LP | LOW POINT |
| PVMT | TOP OF PAVEMENT |
| TC | TOP OF CURB |
| BC | BOTTOM OF CURB |
| TR | TOP OF RAMP |
| BR | BOTTOM OF RAMP |
| TW | TOP OF WALL |
| BW | BOTTOM OF WALL |
| DOOR | BUILDING DOOR |
| BLDG | BUILDING |

## LEGEND

- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- LIMITS OF GRADING




## SITE GRADING PLAN

SCALE IN FEET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Lawrence, Kansas
Kansas City, Missouri
Lincoln, Nebraska
Omaha, Nebraska
Portland, Oregon
Charleston, South Carolina


**SHEET HISTORY:**

ISSUED 04/15/2026 Construction Documents

**Per Nebraska State Statute 81-3436, section 6.5.3 Required Information on Technical Submissions**


Clark & Enersen, Inc.
Architecture Contact: Tim Ripp
Engineering Contact: TJ Schirmer
1010 Lincoln Mall, Suite 200
Lincoln, NE 68508
COA No. CA0029AE


Note that this information is being provided as required by state statutes for an organization. The individual in responsible charge for design is designated by the professional stamps on individual drawings. Please follow information in the Project Manual for submitting questions during bidding or construction.

**Construction Documents**

**Heartland Community Schools East Playground**

1501 Front Street
Henderson, NE 68371

CE No.: 380-001-21

April 15, 2026

**DRAFT**

PREPARED FOR PRELIMINARY. SUBMISSION AND REVIEW ONLY -- NOT FOR CONSTRUCTION.

Site Grading Plan

# L3.01


Plot Time Stamp: 4 / 10 / 2026, 4:49:55 PM
File Location/Name: \\ce-ln-sv-004\300-399\380-001-21 heartland community school\03) autocad\east playground\380001-L301.dwg

## GENERAL NOTES

1. THE CONTRACTOR SHALL MAINTAIN STRICT LATERAL CLEARANCE AS SHOWN ON THE PLANS FOR ALL UTILITY LINES.
2. IF ANY OF THE MAIN OR SERVICE ROUTES ARE ADJUSTED IN THE FIELD BY THE CONTRACTOR, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TO THE ENGINEER A RECORD OF THE EXACT LOCATIONS. AT THE CONTRACTOR'S EXPENSE, A LICENSED SURVEYOR SHALL BE RETAINED TO LOCATE THE CONDUIT ROUTES. THE CONTRACTOR SHALL PROVIDE THE SURVEYED LOCATIONS TO THE ENGINEER IN ELECTRONIC FORMAT.
3. ALL TRENCHES SHALL BE BACKFILLED AND COMPACTED.
4. THE CONTRACTOR SHALL RESTORE ANY DISTURBED AREA TO ITS PREVIOUS CONDITION.
5. THE CONTRACTOR SHALL VERIFY ALL VERTICAL AND HORIZONTAL CROSSINGS OF ALL PROPOSED AND EXISTING UTILITIES PRIOR TO INSTALLATION OF CONDUIT, PIPES, APPURTANCES, OR STRUCTURES. CONTACT THE ENGINEER WITH ANY CONFLICTS.
7. ALL CONDUIT STUBS SHALL BE CAPPED AND MARKED ABOVE GROUND WITH REBAR AND A FLAG.

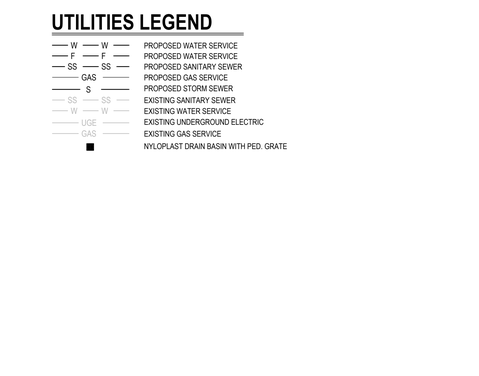
## STORM SEWER NOTES

1. ALL COORDINATES AND DIMENSIONS ARE TO CENTERLINE OF VAULT UNLESS OTHERWISE NOTED.
2. UNLESS OTHERWISE NOTED, ALL STORM SEWER PIPE MATERIAL 18" AND SMALLER SHALL BE ADVANCED DRAINAGE SYSTEMS (ADS) PRODUCT OR APPROVED EQUAL UNLESS CONNECTING TO EXISTING STORM SEWER OF DIFFERENT MATERIAL. ALL FLARED END SECTIONS SHALL BE REINFORCED CONCRETE PER NDOT STANDARD PLAN 410-R5.
3. ALL STORM SEWER PIPE MATERIAL TO CONFORM TO LOCAL CODES.
4. ALL CONCRETE FOR STRUCTURES SHALL BE 4000 PSI CONCRETE PER SPEC.
5. ALL REINFORCING STEEL FOR STRUCTURES SHALL BE EPOXY-COATED AND SHALL BE DEFORMED CONFORMING TO A.S.T.M. SERIAL DESIGNATION A-305-507 AND SHALL SATISFY THE BEND TEST REQUIREMENTS FOR STRUCTURAL GRADE STEEL IN ACCORDANCE WITH THE REQUIREMENTS.
6. MINIMUM DEPTH OF EMBEDMENT FOR REINFORCING STEEL SHALL BE 2" UNLESS OTHERWISE INDICATED.

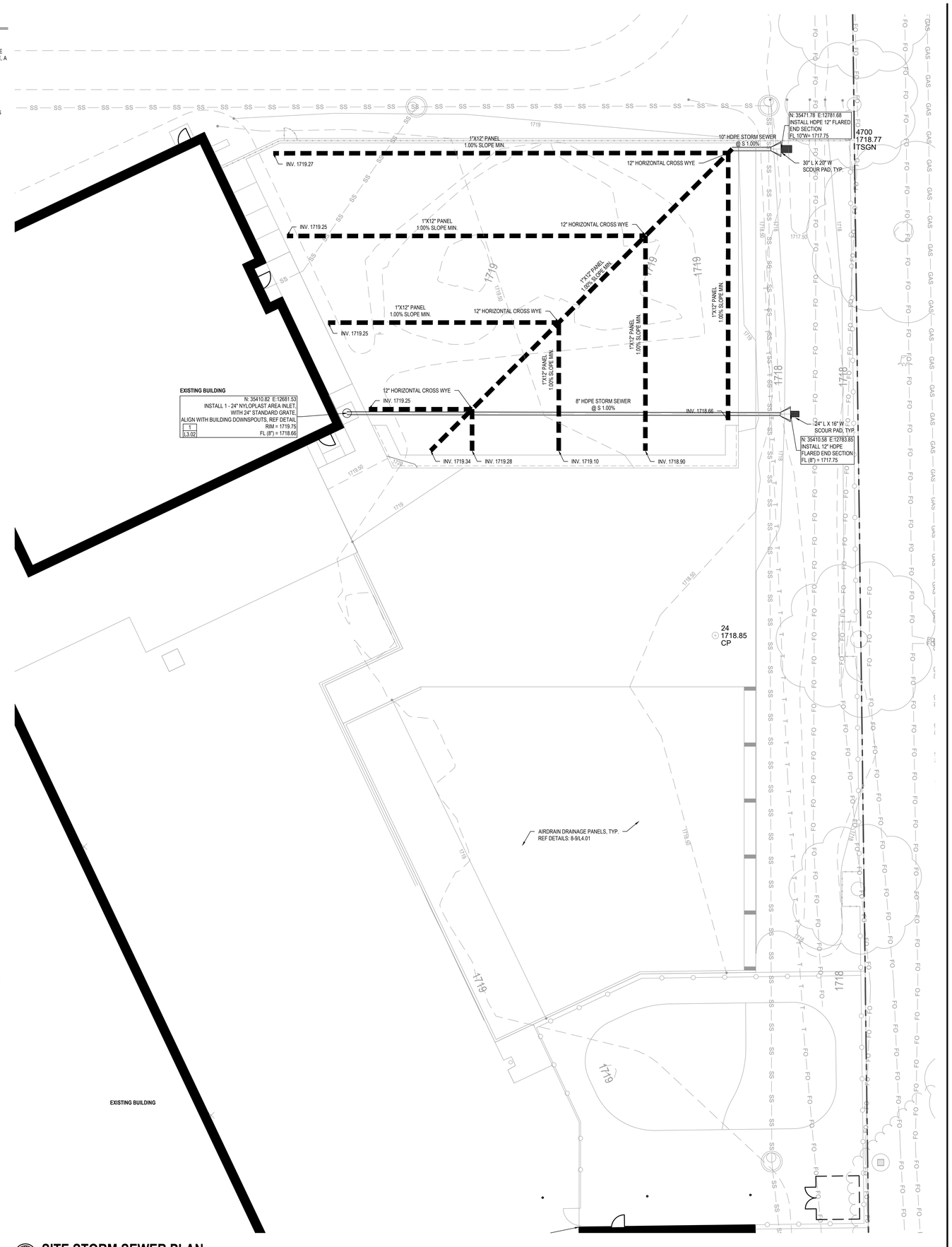
## UTILITIES LEGEND

| | |
|---|---|
| W W | PROPOSED WATER SERVICE |
| F F | PROPOSED WATER SERVICE |
| SS SS | PROPOSED SANITARY SEWER |
| GAS | PROPOSED GAS SERVICE |
| S | PROPOSED STORM SEWER |
| SS SS | EXISTING SANITARY SEWER |
| W W | EXISTING WATER SERVICE |
| UGE | EXISTING UNDERGROUND ELECTRIC |
| GAS | EXISTING GAS SERVICE |
| ■ | NYLOPLAST DRAIN BASIN WITH PED. GRATE |




1 NYLOPLAST DRAIN BASIN
NO SCALE




SITE STORM SEWER PLAN
SCALE IN FEET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**SHEET HISTORY:**

ISSUED 04/15/2026 Construction Documents


**Per Nebraska State Statute 81-3436, section 6.5.3 Required Information on Technical Submissions**

Clark & Enersen, Inc.
Architecture Contact: Tim Ripp
Engineering Contact: TJ Schirmer
1010 Lincoln Mall, Suite 200
Lincoln, NE 68508
COA No. CA0029AE

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**Construction Documents**

**Heartland Community Schools East Playground**

1501 Front Street
Henderson, NE 68371

CE No.: 380-001-21

April 15, 2026

**DRAFT**

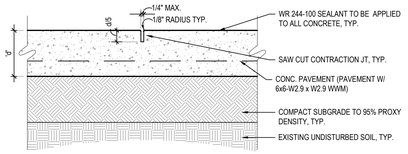
PREPARED FOR PRELIMINARY. SUBMISSION AND REVIEW ONLY -- NOT FOR CONSTRUCTION.

Site Storm Sewer Plan

**L3.02**


Plot Time Stamp: 4 / 10 / 2026 4:50:07 PM
File Location/Name: \\ce-hi-srv-004\300-399\380-001-21 heartland community schools\03) autocad\east playground\380001-L302.dwg

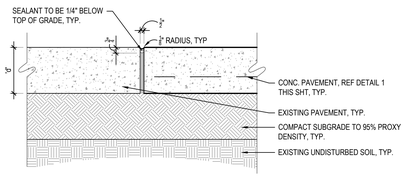
GENERAL NOTE:
'd' = TYPICAL PVMT DEPTH,
AS INDICATED ON LAYOUT SHTS




## 1 SAWCUT CONC. CONTRACTION JOINT

SCALE: 1 1/2"=1'-0" SPACE AT 10'-0" UNLESS OTHERWISE INDICATED

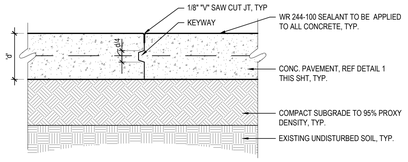
GENERAL NOTE:
- 'd' = TYPICAL PVMT DEPTH, AS INDICATED ON LAYOUT SHTS
- LOCATE WHERE ABUTTING ALL STRUCTURES, BACK OF CURBS, 50' O.C. ALONG WALKS, DRIVE SLABS, & AS INDICATED ON SITE LAYOUT PLAN




## 2 CONCRETE EXPANSION JOINT

SCALE: 1 1/2"=1'-0" (INDICATED EJ ON LAYOUT PLAN)

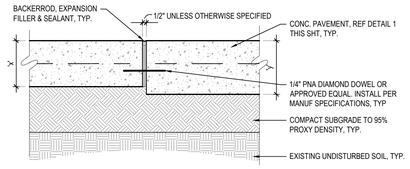
GENERAL NOTE:
'd' = TYPICAL PVMT DEPTH,
AS INDICATED ON LAYOUT SHTS




## 3 CONCRETE CONSTRUCTION JOINT

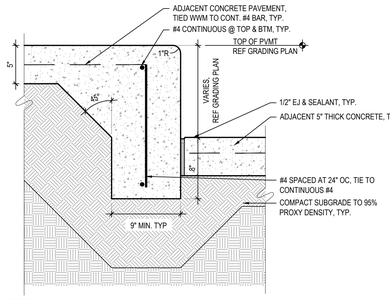
SCALE: 1 1/2"=1'-0"

GENERAL NOTE:
- 'x' AND 'y' = VARIED PVMT DEPTHS AS INDICATED ON LAYOUT PLANS
- LOCATE DIAMOND PLATES WHERE SEPARATE POURS OR VARIED PVMT DEPTHS ABUT. IF JOINT EXCEEDS 60' IN LENGTH, A CONSTRUCTION JOINT SHALL BE USED



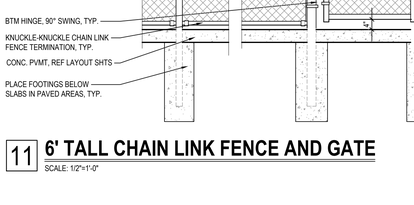

## 4 CONCRETE DOWELED JOINT

SCALE: 1 1/2"=1'-0" (INDICATED DJ ON LAYOUT PLAN)



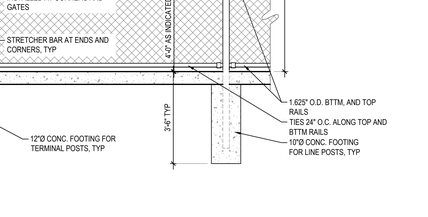

## 5 TURN DOWN CURB

SCALE: 1 1/2"=1'-0"




## 6 TYP. SYNTHETIC TURF W/PANEL DRAIN

SCALE: 1 1/2"=1'-0"




## 7 TYP. CURB/SYNTHETIC TURF W/PANEL DRAIN

SCALE: 1 1/2"=1'-0"




## 8 TYP. SYNTHETIC TURF W/AIRDRAIN

SCALE: 1 1/2"=1'-0"




## 9 TYP. CURB/SYNTHETIC TURF W/AIRDRAIN

SCALE: 1 1/2"=1'-0"




## 10 ACO TRENCH DRAIN

SCALE: 1 1/2"=1'-0"




## 11 6' TALL CHAIN LINK FENCE AND GATE

SCALE: 1/2"=1'-0"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**Heartland Community Schools East Playground**

1501 Front Street
Henderson, NE 68371

CE No.: 380-001-21

April 15, 2026

**DRAFT**

PREPARED FOR PRELIMINARY. SUBMISSION AND REVIEW ONLY -- NOT FOR CONSTRUCTION.

Site Details

**L4.01**


Plot Time Stamp: 4 / 10 / 2026 4:50:22 PM
File Location/Name: \\ce-ln-sv-004\300-399\380-001-21 heartland community school\03) autocad\east playground\380001-L401.dwg

CROUCH RECREATION

1309 S 204th Street #330
Elkhorn, NE 68022
(402) 496-2669

# QUOTE

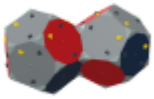
| | | | |
|---|---|---|---|
| Quote Number | 00002571 | Issued Date | 03/16/2026 |
| Quote Name | Heartland Community School Playground 5-12 | Expiration Date | 04/15/2026 |
| Account Name | Heartland Community School<br>1501 Front St.<br>Henderson, NE 68371 | Name | Jeremy Klein<br>jklein@heartlandschools.net<br>402-723-4434 |
| Payment Terms | 50% Down, Remainder Upon Receipt | Sales Rep | Mike Dobbs<br>mike@crouchrec.com<br>+1 4023104733 |
| Contract | Sourcewell | | |

| # | PRODUCT/SERVICE | DESCRIPTION | QTY | UNIT PRICE | CONTRACT PRICE |
|---|---|---|---|---|---|
| 1 | Kompan | PCM157-0201<br>UNIVERSAL CAROUSEL-RED HPL DECK PLATE, IN-GROUND 20CM<br> | 1 | $16,000.00 | $14,128.00 |
| 2 | Kompan | KSW926-CUSTOM (20456055)<br>Custom - Swing Frame , 6 Seat, 8 ft H<br> | 1 | $10,710.00 | $9,456.93 |
| 3 | Kompan | PCM310732- Double Mega Deck CUSTOM (20469908)<br> | 1 | $110,720.00 | $97,765.76 |
| 4 | Kompan | PCM111531-0905<br>Track Ride - Ada, Red In-ground 90cm<br> | 1 | $15,100.00 | $13,333.30 |

CROUCH RECREATION

1309 S 204th Street #330
Elkhorn, NE 68022
(402) 496-2669

# QUOTE

| | | | | | |
|---|---|---|---|---|---|
| 5 | Kompan | PCM81121- Duo Climber CUSTOM (20456093) | 1 | $7,340.00 | $6,481.22 |
| 6 | Kompan | BLOQX 2 CUSTOM (480494)  | 1 | $24,400.00 | $21,545.20 |
| 7 | Kompan | Freight | 1 | $14,999.00 | $14,999.00 |

| | |
|---|---|
| **Subtotal** | $199,269.00 |
| **Discount** | $21,559.59 |
| **Total Price** | $177,709.41 |
| **Tax** | $0.00 |
| **Grand Total** | $177,709.41 |
| **Deposit Amount** | $88,854.71 |

## NOTES

## PROJECT DETAILS

| Bill to Address | Ship to Address | Project Address |
|---|---|---|
| Jeremy Klein<br>jklein@heartlandschools.net<br>402-723-4434<br>1501 Front St.<br>Henderson, NE 68371 | Jeremy Klein<br>jklein@heartlandschools.net<br>402-723-4434<br>1501 Front St.<br>Henderson, NE 68371 | 1501 Front St.<br>Henderson, NE 68371 |

CROUCH RECREATION

1309 S 204th Street #330
Elkhorn, NE 68022
(402) 496-2669

# QUOTE

## CONDITIONS

**Agreement and Acceptance** Upon acceptance, Crouch Recreation will perform the services described in the agreement. Any additional services requested that are not disclosed or specifically written in the agreement will incur additional costs.

**Payment Terms** All invoices for services described are payable per the payment terms listed on the Agreement. Electronic Payment (QuickBooks), Check and Credit Card (3% Fee) are all acceptable payment methods. Deposit is nonrefundable.

**Taxes** The owner is responsible for payment of all applicable federal, state, and local taxes and assessments (including sales, use and similar taxes) levied on the transaction. No tax exemption will be recognized unless a valid exemption certificate is provided at time of acceptance.

**Bonds** Payment bonds, performance bonds, or any other bonding requirements are not included in the quoted price unless expressly stated as a separate line item in the agreement. If bonds are requested after acceptance of the agreement, additional costs and potential schedule impacts may apply.

**Late charge** Any invoice unpaid after the due date will begin to accrue interest after the due date until the invoice is paid at the lesser of one and a half (1.5%) per annum or the highest lawful rate.

**Schedule** The schedule will be determined at the time of acceptance of the agreement.

**Deliveries** Production lead times vary depending on the complexity of the project and current workload. The delivery dates provided are estimates and not guaranteed. The Seller shall not be liable for delays due to factors beyond its control, including but not limited to acts of nature, material shortages, or transportation delays.

**Weather Delays** Weather conditions may impact production, delivery, and/or installation timelines. Crouch Recreation shall not be responsible for delays caused by adverse weather conditions, including but not limited to rain, snow, extreme temperatures, high winds, or other weather related events beyond its control. Any project delays resulting from weather conditions shall not constitute a breach of the agreement, and the project schedule may be adjusted accordingly.

**Installation** The Customer shall provide access to the installation site and ensure it is prepared according to specifications. Crouch Recreation shall not be responsible for unanticipated site conditions, including but not limited to underground utilities, hidden obstacles, or structural deficiencies, unless such conditions were reasonably discoverable through routine inspections. The Customer shall be responsible for identifying and marking the location of any underground private utilities prior to installation. Crouch Recreation shall not be liable for damage to underground private utilities, property or irrigation systems resulting from the installation process.

**Custom Design & Approval** Crouch Recreation will provide the Customer with design proof for approval before production begins. Once approved, changes to the design may result in additional charges and delays in production and installation.

## SIGNATURE

| | | |
|---|---|---|
| | | |
| Signature | Name | Date |

# Proposal

**Proposal Number**

2112443756

**Account Number/Name**

46562

HEARTLAND COMMUNITY SCHLS

**Created On**

03/06/2026

**Created By**

Stephanie Buzek

Thank you for creating your proposal, details are provided below. You can access this proposal from your Apple Store for Education Institution by searching proposal number 2112443756.

| Item | Product / Description | Total Quantity | Unit Price | Total Price |
|---|---|---|---|---|
| 1 | MD6L4LL/A<br>iPad Wi-Fi 128GB - Silver (Packaged in a 10-pack) | 140 | 324.00 | 45,360.00 USD |
| 2 | BV672LL/A<br>Brenthaven 360 for iPad (A16) - Special 10-pack Pricing (contains quantity 10 of HQES2ZM/A)<br>Bundled Item<br>Brenthaven 360 for iPad (A16)<br>HQES2ZM/A | 7<br><br><br>70 | 349.50 | 2,446.50 USD |
| 3 | HQEW2ZM/A<br>Logitech Rugged Combo 4 Case with Integrated Smart Connector Keyboard for iPad (A16) - Blue | 67 | 99.95 | 6,696.65 USD |

| | |
|---|---|
| Subtotal | 54,503.15 USD |
| Estimated Tax | 0.00 USD |
| Total | 54,503.15 USD |

Please note that your order subtotal does not include sales tax or rebates. Sales tax and rebates, if applicable, will be added when your order is processed. Your order total may include estimated sales tax that is subject to change at the time your order is processed.

## How to Order

If you would like to convert this Proposal to an order, log into your Apple Store for Education Institution and select 'Proposal' from the pull-down menu. Search for this Proposal by entering the Proposal Number referenced above.

Note: A Purchaser login is required to order. Visit your Apple Store for Education Institution to login or create your Purchaser Apple Account.

The prices and specifications above correspond to those valid at the time the Proposal was created and are subject to change. Purchases are subject to the terms and conditions of your agreement with Apple and the Apple Store for Education Institution.

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3-6-26

THE PAINT & PAPER PALACE
The Paint Paper Palace
P.O. Box 565
Sutton, NE 68979

# Estimate

Date 3/5/2026
Estimate # 030526

Name / Address
Heartland Schools
1501 Front Street
Henderson, NE 68371

P.O. #
Terms

Due Date 3/5/2026
Other

| Description | Qty | Rate | Total |
|---|---|---|---|
| HALLWAYS & CONFERENCE ROOM | | | |
| Bigelow Swipe Right/Brookwood carpet tile 107 bx | 856 | 26.99 | 23,103.44 |
| Enpress adhesive | 6 | 140.00 | 840.00 |
| Freight on carpet tile | 856 | 1.50 | 1,284.00 |
| Tear out & dispose of existing | 820 | 2.25 | 1,845.00 |
| Installation-new carpet tile | 820 | 7.50 | 6,150.00 |
| CAFETERIA AREA | | | |
| Mohawk Accredited/Doctorate 7 bx | 32.69 | 31.99 | 1,045.75 |
| Mohawk Proficient/Lecture 3 bx | 14.01 | 31.99 | 448.18 |
| Mohawk Sabbatical/Extra Credit 3 bx | 14.01 | 31.99 | 448.18 |
| Enpress adhesive | 0.25 | 140.00 | 35.00 |
| Freight on carpet tile | 60 | 1.50 | 90.00 |
| Tear out & dispose of existing | 50 | 2.25 | 112.50 |
| Installation-customer supplied carpet tile | 50 | 7.50 | 375.00 |
| WALK OFF TILE (JR. HIGH ENTRANCE) | | | |
| First Step II/Cobalt Walk off tile 3 bx | 18.66 | 51.99 | 970.13 |
| Enpress adhesive | 0.1 | 140.00 | 14.00 |
| Freight on carpet tile | 18 | 1.50 | 27.00 |
| Tear out & dispose of existing | 16 | 2.25 | 36.00 |
| Installation-new carpet tile | 16 | 7.50 | 120.00 |

| | |
|---|---|
| Subtotal | $36,944.18 |
| Sales Tax (7.0%) | $0.00 |
| Total | $36,944.18 |

***THE PAINT & PAPER PALACE***
paint7734215@gmail.com
402-773-4215
402-773-4214

Rec 4-8-26

# Estimate

THE PAINT & PAPER PALACE
The Paint Paper Palace
P.O. Box 565
Sutton, NE 68979

Date 4/6/2026
Estimate # 040326opt3

Name / Address
Heartland Schools
1501 Front Street
Henderson, NE 68371

P.O. #
Terms

Due Date 6/5/2024
Other

| Description | Qty | Rate | Total |
|---|---|---|---|
| ROOM #107 | | | |
| Bigelow Swipe Right/Brookwood carpet tile 10 bx | 80 | 26.99 | 2,159.20 |
| Enpress adhesive | 0.5 | 140.00 | 70.00 |
| Freight on carpet tile | 80 | 1.50 | 120.00 |
| Tear out & dispose of existing carpet tile | 80 | 2.25 | 180.00 |
| Installation-new carpet tile | 80 | 7.00 | 560.00 |
| ROOM #109 | | | |
| Bigelow Swipe Right/Brookwood carpet tile 10 bx | 80 | 26.99 | 2,159.20 |
| Enpress adhesive | 0.5 | 140.00 | 70.00 |
| Freight on carpet tile | 80 | 1.50 | 120.00 |
| Tear out & dispose of existing carpet tile | 80 | 2.25 | 180.00 |
| Installation-new carpet tile | 80 | 7.00 | 560.00 |
| ROOM #208 | | | |
| Bigelow Swipe Right/Brookwood carpet tile 11 bx | 88 | 26.99 | 2,375.12 |
| Enpress adhesive | 0.5 | 140.00 | 70.00 |
| Freight on carpet tile | 88 | 1.50 | 132.00 |
| Tear out & dispose of existing carpet tile | 88 | 2.25 | 198.00 |
| Installation-new carpet tile | 88 | 7.00 | 616.00 |
| ROOM #4 | | | |
| Bigelow Swipe Right/Brookwood carpet tile 11 bx | 88 | 26.99 | 2,375.12 |

Subtotal
Sales Tax (7.0%)
Total

***THE PAINT & PAPER PALACE***
paint7734215@gmail.com
402-773-4215
402-773-4214

THE PAINT & PAPER PALACE
The Paint Paper Palace
P.O. Box 565
Sutton, NE 68979

# Estimate

Date 4/6/2026
Estimate # 040326opt3

Name / Address
Heartland Schools
1501 Front Street
Henderson, NE 68371

P.O. #
Terms

Due Date 6/5/2024
Other

| Description | Qty | Rate | Total |
|---|---|---|---|
| Enpress adhesive | 0.5 | 140.00 | 70.00 |
| Freight on carpet tile | 88 | 1.50 | 132.00 |
| Tear out & dispose of existing carpet tile | 88 | 2.25 | 198.00 |
| Installation-new carpet tile | 88 | 7.00 | 616.00 |
| ROOM #9 | | | |
| Bigelow Swipe Right/Brookwood carpet tile 9 bx | 72 | 26.99 | 1,943.28 |
| Enpress adhesive | 0.5 | 140.00 | 70.00 |
| Freight on carpet tile | 72 | 1.50 | 108.00 |
| Tear out & dispose of existing carpet tile | 72 | 2.25 | 162.00 |
| Installation-new carpet tile | 72 | 7.00 | 504.00 |

| | |
|---|---|
| Subtotal | $15,747.92 |
| Sales Tax (7.0%) | $0.00 |
| Total | $15,747.92 |

***THE PAINT & PAPER PALACE***
paint7734215@gmail.com
402-773-4215
402-773-4214

NEBRASKA DOOR & WINDOW LLC
402.435.3840
www.nebraskadoorandwindow.com

# Bid Proposal

| | |
|---|---|
| Office Phone | 402-435-3840 |
| Cell Phone | 303-748-2749 |
| Fax | 402-476-4926 |
| Email | trevorf@nebdoor.com |

## Project Information

| **Project:** | |
|---|---|
| **Date:** | 03/05/2026 |
| **NDW Estimator:** | Trevor Fisher |
| **Addenda Received:** | |
| **Pricing Based on Plans Dated:** | |
| **Proposal Valid For:** | 30 Days from Date Above |

## Scope

- **Aluminum Storefront removal and replacement**
  - Tear out of existing windows and replace with Old Castle Series 6000 to match new windows and doors from addition/renovation
  - Removal and disposal of existing windows.
  - Glazing to match new window for addition/renovation
  - Two operable windows in FCS room

## Exclusions / General Clarifications

- Glazing for sectional overhead doors
- Any and all Bonds
- NFRC Labels / Certificate
- Any Independent Testing specified or not
- Self cleaning low maintenance glass / coatings
- Low Iron / Ultra Clear glass
- Final keyed cylinders for locks
- Decorative acrylic resin / architectural panels
- Demolition
- Cleaning and protection of glass or aluminum
- Caulking between any heavy glass

NEBRASKA DOOR & WINDOW LLC
402.435.3840
www.nebraskadoorandwindow.com

- Any interior caulking unless noted otherwise
- Primary caulk bead unless noted otherwise
- Flashing tape unless noted otherwise
- Door hardware other than specifically noted
- Structural Calculations / PE stamp
- Backing material
- Brake metal including flexible type unless noted
- Wind Load – Dead Load Anchors
- Perimeter Fillers / caulk stops unless noted
- Field Testing unless noted
- Mock-Up materials and labor
- Seismic review and consideration
- Thermal barrier warranty
- Installation of door contact / specialty hardware
- Maximum finish warranty for anodized material is 10 years
- Contract review by NDW legal / advisory team

## Proposed Price and Terms

# Proposed Price: $84,990.99

IMPORTANT NOTE REGARDING PRICING: Due to market volatility, this price assumes all materials can be ordered within 30 days from the proposal date. GC must guarantee rough opening sizes as provided by Nebraska Door and Window LLC. Any vendor price increases incurred due to delayed measurement will be passed on to GC.

## Voluntary Alternates

# HEARTLAND COMMUNITY SCHOOLS

***EMPOWERING EXCELLENCE - Every Student, Every Day***

## Minutes for
## Board of Education Regular Meeting

Monday, March 9, 2026 7:00 PM
Conference Room
1501 Front St
Henderson, NE 68371-8929

Notice of the meeting was posted in the Henderson News on March 5, 2026.

**Attendance**

| | |
|---|---|
| Lacey Gloystein: | Present |
| Ryan Goertzen: | Present |
| Jen Hiebner: | Present |
| Jeb Mierau: | Present |
| Tyler Newton: | Present |
| Tammy Ott: | Present |

1. **Preliminary Procedures**

1.1. **Call to Order**

1.2. **Recognize Notice of Meeting**

1.3. **Recognize Open Meetings Act Posting**

1.4. **Roll Call**

2. **Public Comments On Agenda Items**

Public comment will be limited to items on the current agenda. Public comment may be limited to a total of 30 minutes, individuals will be limited to 5 minutes each.

Nebraska Revised Statute 84-1412 requires members of the public desiring to provide comments to the board to identify himself or herself, including an address, and the name of any organization represented by such person. A form is provided at the meeting for individuals to complete and to submit to the superintendent prior to speaking for the purposes of efficiently providing this information.

3. **Reports**

3.1. **Superintendent's Report**

3.2. **Principals' Reports**

4. **Discussion Items**

4.1. **Policy Review: 202.01 & 202.01R1**

4.2. **Building / Construction Update**

4.3. **Discuss Scheduled K-6 Classroom iPad Replacement**

4.4. **Discuss Hallway Carpet Replacement**

4.5. **Discuss Track Resurfacing Proposal**

4.6. **Discuss Final K-6 Playground Project Design**

4.7. **Discuss 26-27 Superintendent Compensation**

4.8. **Discuss 26-27 Administrative Compensation**

4.9. **Discuss 26-27 Classified Staff Compensation**

4.10. **Discuss Board Retreat**

5. **Action Items**

5.1. **Approve 26-27 School Year Calendar**
Approve the 2026-2027 School Year Calendar as presented. Passed with a motion by Ryan Goertzen and a second by Lacey Gloystein.
Lacey Gloystein: Yea, Ryan Goertzen: Yea, Jen Hiebner: Yea, Jeb Mierau: Yea, Tyler Newton: Yea, Tammy Ott: Yea

5.2. **Approve Track Re-Surfacing Proposal**
Accept and authorize the track resurfacing proposal submitted by Midwest Tennis and Track for $144,800. Passed with a motion by Ryan Goertzen and a second by Jen Hiebner.
Lacey Gloystein: Yea, Ryan Goertzen: Yea, Jen Hiebner: Yea, Jeb Mierau: Yea, Tyler Newton: Yea, Tammy Ott: Yea

5.3. **Approve Playground Design**
Approve and move forward with completion of Playground Design Option C2. With the most comprehensive equipment, largest space and synthetic turf. Passed with a motion by Tammy Ott and a second by Tyler Newton.
Lacey Gloystein: Yea, Ryan Goertzen: Yea, Jen Hiebner: Yea, Jeb Mierau: Yea, Tyler Newton: Yea, Tammy Ott: Yea

6. **Future Agenda Items**

6.1. **Board Retreat: Monday, March 23rd @ 5:30 PM**

6.2. **Regular Meeting: Monday, April 13th @ 7 PM**

7. **Consent Agenda**
Motion to approve Consent Agenda. Passed with a motion by Ryan Goertzen and a second by Jen Hiebner.
Lacey Gloystein: Yea, Ryan Goertzen: Yea, Jen Hiebner: Yea, Jeb Mierau: Yea, Tyler Newton: Yea, Tammy Ott: Yea

7.1. **Approval of Minutes**

7.1.1. *Regular (February 9, 2026)*

7.2. **Approval of Claims**

7.3. **Financial Reports**

8. **Adjournment**
Motion to adjourn. Passed with a motion by Ryan Goertzen and a second by Jen Hiebner.
Lacey Gloystein: Yea, Ryan Goertzen: Yea, Jen Hiebner: Yea, Jeb Mierau: Yea, Tyler Newton: Yea, Tammy Ott: Yea

_____
*Board President*

_____
*Board Secretary*

# HEARTLAND COMMUNITY SCHOOLS

***EMPOWERING EXCELLENCE - Every Student, Every Day***

## Minutes for
## Board of Education Special Meeting

Monday, March 23, 2026 5:30 PM
The Hatchery
1025 N. Main St.
Henderson, NE 68371

Advance notice of the meeting was published in The Henderson News on March 19, 2026.

**Attendance**

| | |
|---|---|
| Lacey Gloystein: | Present |
| Ryan Goertzen: | Present |
| Jen Hiebner: | Present |
| Jeb Mierau: | Present |
| Tyler Newton: | Present |
| Tammy Ott: | Present |

1. **Preliminary Procedures**

1.1. **Call to Order**
President Newton called the meeting to order at 5:34pm.

1.2. **Recognize Notice of Meeting**

1.3. **Recognize Open Meetings Act Posting**

1.4. **Roll Call**

2. **Public Comments On Agenda Items**
Public comment will be limited to items on the current agenda. Public comment may be limited to a total of 10 minutes, individuals will be limited to 2 minutes each.

Nebraska Revised Statute 84-1412 requires members of the public desiring to provide comments to the board to identify himself or herself, including an address, and the name of any organization represented by such person. A form is provided at the meeting for individuals to complete and to submit to the superintendent prior to speaking for the purposes of efficiently providing this information.

3. **Discussion Items**

3.1. **Policy Review: 202.01 & 202.01R1**

3.2. **Discuss Board Self-Evaluation**

3.3. **Discuss 5-Year School Improvement External Team Visit Results**

3.4. **Review Strategic Plan**

4. **Adjournment**
Adjorned 8:52pm Passed with a motion by Ryan Goertzen and a second by Jeb Mierau.
Lacey Gloystein: Yea, Ryan Goertzen: Yea, Jen Hiebner: Yea, Jeb Mierau: Yea, Tyler Newton: Yea, Tammy Ott: Yea

_____
*Board President*

_____

*Board Secretary*

| Check # | Vendor Name | Vendor Description | Amount |
|---|---|---|---|
| Checking | 1 | | |
| **Checking** | **1 Fund: 01 GENERAL FUND** | | |
| 32772 | AGTAC SERVICES LLC | JANITORIAL SERVICES | 13,888.00 |
| 32773 | AMAZON CAPITAL SERVICES | SUPPLIES | 1,026.68 |
| 32774 | ARCHWAY, THE | | 116.00 |
| 32775 | BEERBOHM, DANIELLE | | 154.45 |
| 32776 | BLACK HILLS ENERGY | NATURAL GAS | 4,636.92 |
| 32777 | BURTON ENTERPRISES | TRASH REMOVAL | 220.00 |
| 32778 | CENTRAL VALLEY AG | SERVICES | 4,040.24 |
| 32779 | CHEMSEARCH | SUPPLIES | 188.75 |
| 32823 | CITY OF HENDERSON | WATER/SEWER | 1,225.98 |
| 32824 | DAS STATE ACCT-CENTRAL FINANCE | STATE REPORTING | 635.74 |
| 32782 | DELHAY, AARON | | 162.40 |
| 32783 | DUTCH KITCHEN | | 2,225.60 |
| 32784 | EAKES OFFICE SOLUTIONS | SUPPLIES | 3,353.98 |
| 32785 | ESU 6 | SERVICES | 19,057.41 |
| 32786 | ESU 9 | SERVICES | 405.00 |
| 32787 | FIBER PLATFORM LLC | SERVICES | 429.58 |
| 32788 | FILLMORE COUNTY HOSPITAL | SERVICES | 6,125.00 |
| 32789 | FIVE STAR TRUCK CENTER | BUS WASH | 99.50 |
| 32790 | GO PHYSICAL THERAPY | SERVICES | 7,575.33 |
| 32791 | GRAINGER | SUPPLIES | 71.32 |
| 32792 | HD SUPPLY | SUPPLIES | 99.00 |
| 32793 | HENDERSON CHAMBER OF COMMERCE | SERVICES | 100.00 |
| 32794 | HENDERSON MEAT PROCESSOR | SUPPLIES | 19.17 |
| 32795 | HOMETOWN LEASING | COPY MACHINE LEASE | 1,680.47 |
| 32796 | INSPIRA FINANCIAL | CAFETERIA 125 PLAN | 150.00 |
| 32797 | INTEGRATED SECURITY SOLUTIONS | INSPECTIONS | 400.00 |
| 32798 | J.W. PEPPER & SON | SUPPLIES | 991.45 |
| 32799 | KSB SCHOOL LAW | LEGAL SERVICES | 272.00 |
| 32800 | KULLY PIPE & STEEL SUPPLY | SUPPLIES | 136.13 |
| 32801 | LINCOLN JOURNAL STAR | SUBSCRIPTIONS | 331.74 |
| 32802 | MAINSTAY COMMUNICATIONS | TELEPHONE | 1,513.68 |
| 32803 | MATHESON TRI GAS INC | SUPPLIES | 220.10 |
| 32804 | MCNALLY, JEN | | 205.90 |
| 32805 | MENARDS | SUPPLIES | 69.82 |
| 32806 | NAEA | REGISTRATION | 275.00 |
| 32807 | NASB | REGISTRATION | 1,073.40 |
| 32808 | PAPER TIGER SHREDDING | SERVICES | 79.00 |
| 32809 | PERENNIAL PUBLIC POWER DISTRICT | ELECTRICITY | 5,080.89 |
| 32810 | PITNEY BOWES | EQUIPMENT RENTAL | 700.00 |
| 32811 | QUILL | SUPPLIES | 1,073.40 |
| 32812 | RASMUSSEN MECHANICAL SERVICES | LABOR | 3,119.84 |
| 32813 | S&S ACTIVEWEAR | SUPPLIES | 423.42 |
| 32814 | SERVICE PRESS | SERVICES | 78.29 |
| 32815 | SIEH, ERIN | | 162.40 |
| 32816 | SOUTHEAST COMMUNITY COLLEGE | TUITION | 7,087.50 |
| 32817 | TIME MANAGEMENT SYSTEMS | SERVICES | 131.56 |

| Check # | Vendor Name | Vendor Description | Amount | |
|---|---|---|---|---|
| 32818 | TRI COUNTY AUTO | SERVICES | 34.48 | |
| 32819 | U.S. BANK | SUPPLIES | 2,582.44 | |
| 2139 | UNITED STATES POSTAL SERVICE | NEWSLETTER | 595.19 | |
| 32821 | VERIZON WIRELESS | TELEPHONE | 195.99 | |
| 32822 | YORK COUNTY DEVELOPMENT CORP | MEMBERSHIP DUES | 156.00 | |
| | | | **Fund Total:** | **94,676.14** |
| | | | **Checking Account Total:** | **94,676.14** |

Checking 2

**Checking 2 Fund: 02 DEPRECIATION RESERVE FUND**

| | | | | |
|---|---|---|---|---|
| 1175 | BSN SPORTS | SUPPLIES | 10,026.72 | |
| 1177 | OFFICE INTERIORS & DESIGN | | 5,685.36 | |
| | | | **Fund Total:** | **15,712.08** |
| | | | **Checking Account Total:** | **15,712.08** |

Checking 6

**Checking 6 Fund: 06 SCHOOL LUNCH/MILK FUND**

| | | | | |
|---|---|---|---|---|
| 4395 | AMAZON CAPITAL SERVICES | SUPPLIES | 649.84 | |
| 4396 | HENDERSON MEAT PROCESSOR | SUPPLIES | 1,290.80 | |
| 4397 | HILAND DAIRY | SUPPLIES | 3,171.01 | |
| 4398 | SYSCO | SYSCO | 7,582.88 | |
| 4399 | US FOODS | SUPPLIES | 3,214.32 | |
| | | | **Fund Total:** | **15,908.85** |
| | | | **Checking Account Total:** | **15,908.85** |

Checking 8

**Checking 8 Fund: 08 SPECIAL BUILDING FUND**

| | | | | |
|---|---|---|---|---|
| 1183 | CLARK & ENERSEN | SERVICES | 8,653.50 | |
| 1182 | U.S. BANK | SUPPLIES | 1,192.00 | |
| | | | **Fund Total:** | **9,845.50** |
| | | | **Checking Account Total:** | **9,845.50** |

Regular; Beginning Month 09/2025; Processing Month 04/2026; Accounts to Include Accounts with Activity; Fund Number 05

**Fund: 05 ACTIVITIES FUND**

| Chart of Account Number | Chart of Account Description | Beginning Balance | Expenses | Revenues | Balance Change | Balance |
|---|---|---|---|---|---|---|
| 05 704 0101 | Football | (800.00) | 2,745.00 | 3,841.00 | 0.00 | 296.00 |
| 05 704 0102 | Volleyball | 0.00 | 4,732.00 | 2,129.12 | 0.00 | (2,602.88) |
| 05 704 0103 | Boys Basketball | 0.00 | 3,989.34 | 6,213.44 | 0.00 | 2,224.10 |
| 05 704 0104 | Girls Basketball | 0.00 | 3,027.91 | 793.10 | 0.00 | (2,234.81) |
| 05 704 0105 | Track | 0.00 | 3,423.14 | 0.00 | (239.64) | (3,662.78) |
| 05 704 0107 | General Athletics | (153.00) | 7,056.70 | 187.52 | (31.54) | (7,053.72) |
| 05 704 0110 | Jh Football | 0.00 | 241.25 | 37.32 | 0.00 | (203.93) |
| 05 704 0111 | Jh Volleyball | 0.00 | 1,985.00 | (390.00) | 0.00 | (2,375.00) |
| 05 704 0112 | Jh Boys Basketball | 0.00 | 1,600.00 | 1,067.65 | 0.00 | (532.35) |
| 05 704 0113 | Jh Girls Basketball | 0.00 | 120.00 | (325.00) | 0.00 | (445.00) |
| 05 704 0114 | Jh Track | 394.22 | 90.00 | 0.00 | 0.00 | 304.22 |
| 05 704 0116 | Season Pass | 2,130.00 | 0.00 | 460.00 | 0.00 | 2,590.00 |
| 05 704 0117 | Girls Golf | (90.00) | 2,236.50 | 480.00 | 0.00 | (1,846.50) |
| 05 704 0118 | Boys Golf | 0.00 | 1,571.22 | 0.00 | 0.00 | (1,571.22) |
| 05 704 0129 | Coach - Fb | 209.37 | (395.00) | 0.00 | 0.00 | 604.37 |
| 05 704 0130 | Coach - Vb | 94.87 | 0.00 | 0.00 | 0.00 | 94.87 |
| 05 704 0131 | Coach - Girls Bb | 4,511.88 | 566.40 | 937.00 | 0.00 | 4,882.48 |
| 05 704 0132 | Coach - Boys Bb | 996.08 | 0.00 | 0.00 | 0.00 | 996.08 |
| 05 704 0133 | Coach - Jh Bb | 555.00 | 806.76 | 0.00 | 0.00 | (251.76) |
| 05 704 0135 | Coach - Girls Golf | 456.91 | 0.00 | 0.00 | 0.00 | 456.91 |
| 05 704 0136 | Coach - Boys Golf | 981.36 | 553.99 | 2,117.35 | (940.00) | 1,604.72 |
| 05 704 0137 | Coach - Track | 1,349.16 | 1,202.56 | 300.00 | 0.00 | 446.60 |
| 05 704 0138 | Coach - Jh Vb | 867.26 | 143.34 | 0.00 | 0.00 | 723.92 |
| 05 704 0200 | Band Uniforms | 262.11 | 0.00 | 0.00 | 0.00 | 262.11 |
| 05 704 0201 | Band | 1,748.28 | 395.90 | 445.75 | 0.00 | 1,798.13 |
| 05 704 0202 | Chorus | 2,119.64 | 0.00 | 0.00 | 0.00 | 2,119.64 |
| 05 704 0203 | Marching Shoes | (747.96) | 0.00 | 0.00 | 0.00 | (747.96) |
| 05 704 0204 | Vocal Clinic | 2,438.47 | 10,180.10 | 12,142.00 | 0.00 | 4,400.37 |
| 05 704 0207 | District Music | 4,287.09 | 0.00 | 0.00 | 0.00 | 4,287.09 |
| 05 704 0301 | Art | 2,617.83 | 391.02 | 200.00 | 0.00 | 2,426.81 |
| 05 704 0304 | All School Play | 6,162.23 | 2,347.20 | 0.00 | 0.00 | 3,815.03 |
| 05 704 0305 | One Act | 0.00 | 1,938.19 | 537.25 | (160.00) | (1,560.94) |
| 05 704 0403 | Fbla | (2,024.30) | 4,359.90 | 2,721.01 | (180.19) | (3,843.38) |
| 05 704 0404 | Ind Tech/ag Projects | 94.71 | 1,020.75 | 660.35 | (224.86) | (490.55) |
| 05 704 0405 | Ffa | 555.31 | 10,854.49 | 20,146.61 | (6,776.60) | 3,070.83 |
| 05 704 0407 | Science Club | 1,229.12 | 0.00 | 0.00 | 0.00 | 1,229.12 |

Regular; Beginning Month 09/2025; Processing Month 04/2026; Accounts to Include Accounts with Activity; Fund Number 05

**Fund: 05 ACTIVITIES FUND**

| Chart of Account Number | Chart of Account Description | Beginning Balance | Expenses | Revenues | Balance Change | Balance |
|---|---|---|---|---|---|---|
| 05 704 0408 | Biology/english Trip | 367.20 | 0.00 | 0.00 | 0.00 | 367.20 |
| 05 704 0409 | Quiz Bowl/math Club | 98.39 | 480.00 | 0.00 | (200.00) | (581.61) |
| 05 704 0410 | Coach - Jh Robotics | 983.23 | 0.00 | 0.00 | 0.00 | 983.23 |
| 05 704 0411 | Coach - Hs Robotics | 702.15 | 0.00 | 0.00 | 0.00 | 702.15 |
| 05 704 0450 | Jh Robotics | 1,957.59 | 1,776.48 | 1,619.80 | 0.00 | 1,800.91 |
| 05 704 0451 | Hs Robotics | 0.00 | 169.43 | 0.00 | 0.00 | (169.43) |
| 05 704 0503 | Class Of 2023 | 40.53 | 0.00 | 0.00 | 0.00 | 40.53 |
| 05 704 0506 | Class Of 2026 | 1,397.09 | 1,498.50 | 687.95 | 0.00 | 586.54 |
| 05 704 0507 | Class Of 2027 | 4,764.86 | 1,304.35 | 2,174.63 | 0.00 | 5,635.14 |
| 05 704 0508 | Class Of 2028 | 7,372.11 | 0.00 | 0.00 | 0.00 | 7,372.11 |
| 05 704 0509 | Class Of 2029 | 0.00 | 0.00 | 356.37 | 164.75 | 521.12 |
| 05 704 0601 | National Honor Society | 175.09 | 2,003.17 | 2,422.00 | 0.00 | 593.92 |
| 05 704 0701 | Hcs Customs | 732.79 | 4,638.52 | 4,662.72 | (468.61) | 288.38 |
| 05 704 0709 | Yearbook | 1,748.42 | 4,586.57 | 5,198.00 | 0.00 | 2,359.85 |
| 05 704 0801 | Student Council | 0.00 | 919.45 | 778.32 | (102.89) | (244.02) |
| 05 704 0802 | Concessions | 8,131.82 | 26,776.63 | 23,361.91 | 0.00 | 4,717.10 |
| 05 704 0804 | Interest On Act Acct | 478.06 | 0.00 | 0.00 | 0.00 | 478.06 |
| 05 704 0806 | Elem Student Council | 2,975.18 | 57.44 | 399.20 | 0.00 | 3,316.94 |
| 05 704 0913 | Revolving - Secondary | (224.58) | 1,090.56 | 1,122.80 | 0.00 | (192.34) |
| 05 704 0914 | Revolving - Elementary | 2,726.06 | 0.00 | 0.00 | 0.00 | 2,726.06 |
| 05 704 0915 | Student Supplies | 851.50 | 0.00 | (161.92) | 0.00 | 689.58 |
| 05 704 0918 | John Baylor Test Prep | 2,200.00 | 0.00 | 0.00 | 0.00 | 2,200.00 |
| 05 704 0924 | Ott Scholarship | 27,096.21 | 1,000.00 | 0.00 | 0.00 | 26,096.21 |
| 05 704 0936 | Field Trip Grant | 4,273.89 | 0.00 | 0.00 | 0.00 | 4,273.89 |
| 05 704 0937 | Circle Of Friends Autism Grant | 828.84 | 0.00 | 0.00 | 0.00 | 828.84 |
| 05 704 0938 | If Kids Could Cure Grant | 6,518.63 | 0.00 | 0.00 | 0.00 | 6,518.63 |
| 05 704 0939 | Girls On The Run | 584.58 | 0.00 | 0.00 | 0.00 | 584.58 |
| 05 704 0941 | Early Intervention | 121.64 | 0.00 | 0.00 | 0.00 | 121.64 |
| 05 704 0950 | Computer Deposits | 26,559.65 | 99.96 | 89.00 | 0.00 | 26,548.69 |
| 05 704 0951 | Staff Lounge Account | 118.17 | 0.00 | 0.00 | 0.00 | 118.17 |
| 05 704 0952 | Eha Elevate Program | 2,419.06 | 3,130.55 | 3,000.00 | (252.79) | 2,035.72 |
| 05 704 0953 | Stuhr | 141,291.38 | 0.00 | 934.16 | 0.00 | 142,225.54 |
| | Fund Total: 05 | 277,535.18 | 116,715.27 | 101,346.41 | (9,412.37) | 252,753.95 |

| Function | Part 3 | Revised Budget | Activity During Month | Activity to Date | Balance at EOM | % of Budget |
|---|---|---|---|---|---|---|
| 9 | Expenditure | | | | | |
| 01 | GENERAL FUND | | | | | |
| 1100 | REGULAR INSTRUCTION | 3,070,107.00 | 8,103.23 | 1,648,903.32 | 1,421,203.68 | 53.77 |
| 1200 | SPED - SA | 1,079,000.00 | 0.00 | 415,898.73 | 663,101.27 | 38.74 |
| 1290 | 1290 | 68,112.00 | 0.00 | 36,904.78 | 31,207.22 | 54.55 |
| 1300 | SUMMER SCHOOL | 3,526.00 | 0.00 | 0.00 | 3,526.00 | 0.00 |
| 2110 | ATTENDANCE & SOCIAL WORK SVCS | 0.00 | 0.00 | 1,900.00 | (1,900.00) | 0.00 |
| 2120 | GUIDANCE SERVICES | 110,258.00 | 371.00 | 54,704.25 | 55,553.75 | 49.66 |
| 2130 | HEALTH SERVICES - GEN ED | 11,351.00 | 0.00 | 2,649.80 | 8,701.20 | 23.34 |
| 2140 | PSYCHOLOGICAL SVCS - GEN ED | 190,000.00 | 23,043.00 | 86,870.88 | 103,129.12 | 45.72 |
| 2150 | SPEECH PATH & AUDIOLOGY SVCS - GEN ED | 124,848.00 | 2,078.97 | 80,044.79 | 44,803.21 | 64.11 |
| 2160 | OCCUPATIONAL THERAPY SVCS - GEN ED | 73,000.00 | 5,244.55 | 32,761.48 | 40,238.52 | 44.88 |
| 2170 | PHYSICAL THERAPY SVCS - GEN ED | 40,000.00 | 1,770.50 | 11,403.00 | 28,597.00 | 28.51 |
| 2180 | VISION SERVICES - GEN ED | 11,060.00 | 405.00 | 2,585.66 | 8,474.34 | 23.38 |
| 2210 | 2210 | 32,957.00 | 1,452.43 | 2,946.29 | 30,010.71 | 9.79 |
| 2220 | LIBRARY/MEDIA SERVICES | 192,987.00 | 331.74 | 95,946.50 | 97,040.50 | 50.34 |
| 2230 | INSTRUCTION-RELATED TECHNOLOGY | 39,567.00 | 0.00 | 30,708.67 | 8,858.33 | 77.61 |
| 2240 | ACADEMIC STUDENT ASSESSMENT | 26,450.00 | 0.00 | 2,527.80 | 23,922.20 | 9.56 |
| 2310 | BOARD OF EDUCATION | 77,000.00 | 3,696.55 | 21,725.15 | 55,274.85 | 28.43 |
| 2320 | EXECUTIVE ADMINISTRATION | 410,333.00 | 0.00 | 229,164.07 | 181,168.93 | 55.85 |
| 2330 | DISTRICT LEGAL SERVICES | 15,000.00 | 272.00 | 3,488.50 | 11,511.50 | 23.26 |
| 2410 | OFFICE OF THE PRINCIPAL | 434,757.00 | 0.00 | 241,112.82 | 193,644.18 | 55.46 |
| 2490 | SCHOOL ADMINISTRATION - OTHER | 36,009.00 | 0.00 | 11,090.87 | 24,918.13 | 30.80 |
| 2510 | FISCAL SERVICES | 39,200.00 | 731.56 | 32,832.11 | 6,367.89 | 83.76 |
| 2530 | printing publishing | 0.00 | 0.00 | (1,429.54) | 1,429.54 | 0.00 |
| 2560 | PUBLIC INFORMATION SERVICES | 118,200.00 | 4,414.91 | 28,431.72 | 89,768.28 | 24.05 |
| 2580 | ADMINISTRATIVE TECHNOLOGY SERVICES | 64,631.00 | 320.72 | 30,344.70 | 34,286.30 | 46.95 |
| 2610 | OPERATION OF BUILDINGS | 906,538.00 | 30,547.16 | 520,463.59 | 386,074.41 | 57.41 |
| 2620 | MAINTENANCE OF BUILDINGS | 0.00 | 0.00 | 759.26 | (759.26) | 0.00 |
| 2710 | VEHICLE OPERATION & PURCH - GEN ED | 408,594.00 | 3,943.98 | 155,205.22 | 253,388.78 | 37.99 |
| 2730 | VEHICLE SERVICING & MAINT - GEN ED | 86,000.00 | 416.16 | 30,577.82 | 55,422.18 | 35.56 |
| 3300 | COMMUNITY SERVICES OPERATIONS | 20,723.00 | 0.00 | 0.00 | 20,723.00 | 0.00 |
| 3530 | 3530 | 8,000.00 | 7,197.50 | 17,146.56 | (9,146.56) | 214.33 |
| 6200 | TITLE IA | 79,726.00 | 0.00 | 40,131.10 | 39,594.90 | 50.34 |
| 6400 | 6400 | 125,020.00 | 0.00 | 64,213.00 | 60,807.00 | 51.36 |
| 6990 | OTHER FEDERAL PROGRAMS | 32,000.00 | 0.00 | 0.00 | 32,000.00 | 0.00 |
| 01 | GENERAL FUND | 7,934,954.00 | 94,340.96 | 3,932,012.90 | 4,002,941.10 | 49.63 |
| 9 | Expenditure | 7,934,954.00 | 94,340.96 | 3,932,012.90 | 4,002,941.10 | 49.63 |

# FUND BALANCE REPORT

as of MARCH 31, 2026

| Fund: 01 | GENERAL FUND | Beginning Balance | Debits | Credits | Ending Balance | *PY Ending Balance* |
|---|---|---|---|---|---|---|
| | | 3,249,519.31 | 510,822.24 | 244,173.02 | 2,982,870.09 | 3,302,872.98 |
| **Fund: 02** | **DEPRECIATION RESERVE FUND** | Beginning Balance | Debits | Credits | Ending Balance | *PY Ending Balance* |
| | | 1,115,964.16 | 28,162.93 | 0.00 | 1,087,801.23 | 925,328.61 |
| **Fund: 03** | **UNEMPLOYMENT FUND** | Beginning Balance | Debits | Credits | Ending Balance | *PY Ending Balance* |
| | | 3,189.77 | 0.00 | 0.00 | 3,189.77 | 3,108.73 |
| **Fund: 06** | **SCHOOL LUNCH/MILK FUND** | Beginning Balance | Debits | Credits | Ending Balance | *PY Ending Balance* |
| | | 70,386.38 | 25,877.69 | 21,380.18 | 65,888.87 | 174,073.64 |
| **Fund: 07** | **BOND FUND** | Beginning Balance | Debits | Credits | Ending Balance | *PY Ending Balance* |
| | | 392,106.31 | 0.00 | 11,686.06 | 403,792.37 | 406,894.57 |
| **Fund: 08** | **SPECIAL BUILDING FUND** | Beginning Balance | Debits | Credits | Ending Balance | *PY Ending Balance* |
| | | 2,596,969.05 | 25,461.68 | 271.46 | 2,571,778.83 | 7,681,012.50 |