



# **GARDEN CITY PUBLIC SCHOOLS**

## **Regular Board of Education Meeting Garden City Public Schools USD 457**

**Monday, February 17, 2025 - 6:00 PM**

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

### **Board of Education Members:**

**Andy Fahrmeier; Jackie Gigot; John Wiese; Mark Hinde; Nathan Haeck; Randy Ralston; Robin Bergkamp**

**A. DINNER - The Board of Education will convene prior to the start of the regular business meeting to share dinner. Dinner will begin at 5:00 P.M. No action will be taken during dinner. The regularly scheduled meeting will begin at 6:00 P.M.**

**B. PLEDGE - Led by students from Victor Ornelas Elementary School**

**C. SILENT REFLECTION**

**D. MEETINGS OF NOTE**

- **Board-Faculty Meeting, February 19, 2025, 7:30 a.m. at Alta Brown Elementary School. Four or more board members may be in attendance.**

**E. APPROVAL OF AGENDA - with the following amendments:**

E.1. Additional certified and classified personnel actions for consideration, Item G.3.

E.2. Remove Item F.2. Grow Well Presentation

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

*(a speaker or group will be allotted five minutes to speak after signing a request to address the Board of Education)*

F.1. Building Presentation - Victor Ornelas Elementary School

Tracy Leiker, Principal

**G. CONSENT AGENDA**

G.1. Minutes

G.1.a. Minutes of the February 3, 2025, Regular Board of Education Meeting

G.2. Accounts Payable totaling \$6,963,826.60, noting that all major accounts contain adequate balances to meet current obligations.

G.3. Personnel

G.3.a. Certified

G.3.b. Classified

G.4. Other

G.4.a. Board of Education Policy Updates

G.4.a.i. BDA Developing Adopting Amending and Repealing Board Policy - Review and adopt

G.4.a.ii. CC Organizational Chart (New) - Review and adopt

G.4.a.iii. CD Administrative Line and Staff Relations - Review and delete

G.4.a.iv. CG Administrative Personnel - Review and Adopt

G.4.a.v. CGI Administrator Evaluation - Review and delete

G.4.a.vi. CNA - Preservation of Documents Pending Legal Action - Review and adopt

G.4.a.vii. DE Fraud Prevention and Investigation (New) - Review and adopt

G.4.a.viii. DFAC Federal Fiscal Compliance - Review and adopt

G.4.a.ix. ICA Pilot Projects - Review and adopt

G.4.a.x. IDACA Special Education Services - Review and adopt

G.4.a.xi. JGFGAA Student Stock Supply of Emergency Medication (New) - Review and adopt

G.4.a.xii. JGFGBA Student Self-Administration of Medications - Review and adopt

G.4.a.xiii. KN Complaints - Review and adopt

G.4.b. Updated 2025-2026 District Calendar

**H. BOARD REPORTS**

H.1. Winter Assessment Data

Heather Stegman, Director of Instruction and Michelle Baier, Curriculum and Instruction Coordinator

**I. UNFINISHED BUSINESS**

I.1. The Board of Education is asked to consider and approve a proposal for a new all-inclusive playground with ADA-compliant turf footing for Edith Scheuerman Elementary School.

Brandon Anderson, Director of Plant Facilities

**J. NEW BUSINESS**

J.1. 2026-27 District Calendar (First Read)

Drew Thon, Chief Human Resources Officer

J.2. The Board of Education is asked to consider and adopt the following new policies:

Josh Guymon, Deputy Superintendent

J.2.a. JBCE Student In-District Transfers

J.2.b. JBCE Pledge of Allegiance in Schools

J.3. Abe Hubert Elementary School Flooring Discussion

Brandon Anderson, Director of Plant Facilities

**K. BOARD OPEN DISCUSSION**

- Robin Bergkamp
- John Wiese

- Jackie Gigot
- Andy Fahrmeier
- Randy Ralston
- Nathan Haeck
- Mark Hinde
- Dr. Dominguez

**L. NEXT BOARD MEETING**

*The next meeting of the Board of Education will take place on March 3, 2025, at 6:00 P.M. in the Board Meeting Room at the Educational Support Center, 1205 Fleming St., Garden City, Kansas.*

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

M.1. Matters relating to employer-employee negotiations, whether or not in consultation with the representative or representatives of the body or agency.

M.2. Preliminary discussion relating to the acquisition of real property.

**N. ACCOUNTS PAYABLE REVIEW - Andy Fahrmeier and Jackie Gigot**

**O. ADJOURNMENT**

**MEMORANDUM**

**TO:** Board of Education  
**THRU:** Dr. Mike Dominguez, Superintendent  
**FROM:** Tracy Leiker, Victor Ornelas Elementary  
**DATE:** February 17, 2025  
**RE:** Victor Ornelas Elementary school presentation

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**ISSUE:**

*Victor Ornelas is scheduled to make a presentation to the BOE on February 17, 2025. We will present the history and current data of Victor Ornelas Elementary.*

**BACKGROUND:**

The Victor Ornelas SLT team will lead the Pledge of Allegiance and present the history of VO. Staff members will present demographics and data.

**ALTERNATIVES:**

None at this time

**RECOMMENDATION:**

No recommendations at this time

**FISCAL NOTE:**

There are no fiscal impacts for the BOE to consider.

**ATTACHMENTS:**

No attachments at this time.



# GARDEN CITY PUBLIC SCHOOLS

*\*DRAFT\** MINUTES *\*DRAFT\**

Regular Board of Education Meeting Monday, February 3, 2025 - 6:00 P.M.

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

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The Board of Education of Garden City USD 457 met for a Regular meeting on Monday, February 3, 2025, at 6:00 P.M. in the Board Meeting Room, Educational Support Center, 1205 Fleming Street, Garden City, KS 67846.

Board members present were Andy Fahrmeier; Jackie Gigot; John Wiese; Mark Hinde; Nathan Haeck via Zoom; Randy Ralston via Zoom; Robin Bergkamp. Joining board members at the conference table was Superintendent, Dr. Mike Dominguez. Also in attendance were Josh Guymon, Deputy Superintendent; Jessica Nothern, Chief Financial Officer; and Drew Thon, Chief Human Resource Officer.

Andy Fahrmeier called the meeting to order at 6:00 P.M. The meeting opened with the Pledge of Allegiance.

A. **PLEDGE** - Students from Alta Brown Elementary School students led the Pledge of Allegiance.

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

C. **MEETINGS OF NOTE**

- Board-Faculty Meeting, February 5, 2025, 7:30 a.m. at Victor Ornelas Elementary School. Four or more board members may be in attendance.
- Board-Faculty Meeting, February 5, 2025, 3:30 p.m. at Jennie Barker Elementary School. Four or more board members may be in attendance.
- Board-Faculty Meeting, February 12, 2025, 7:45 a.m. at Charles Stones Intermediate Center. Four or more board members may be in attendance.

D. **APPROVAL OF AGENDA**

I move to approve the meeting agenda as presented: This motion, made by Jackie Gigot and seconded by Robin Bergkamp, Carried.

Bergkamp: Yea

Fahrmeier: Yea

Gigot: Yea

Hinde: Yea

Wiese: Yea

Yea: 5, Nay: 0

Nathan Haeck and Randy Ralston joined the meeting via Zoom at 6:03 P.M.

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

Tammy Riggs requested to address the Board of Education in regards to ICE raid procedures in schools, she was given five minutes to present her information.

**E.1. Building Presentation - Alta Brown Elementary School** - Julie Koerperich, Principal, and staff presented the following:

- Diversity Snapshot
- Achieve Goals: K-2 WIGS
- Empowering Learners
- Math Madness
- Recognitions
- Dragon Families
- Building Culture Through Student Leadership
- Robotics
- Leader in Me Overview
- Achieve Goals: 3-4 WIGS
- Class Mission Statement
- Culture Action Team
- Back to School Bash
- Garden Valley Visits
- Morning Announcements
- Other Big Rocks

Board members' questions were answered.

**E.2. Housing Update and Neighborhood Revitalization Plan** Danielle Burke, Assistant City Manager, presented the following:

- Housing Needs
- Project Maps
- Annual Tracking Spreadsheet for Developments
- Permits for Units
- Residential Permits vs Certificate of Occupancies Issues
- RHID Build Status

Board members' questions were answered.

## **F. CONSENT AGENDA**

I move to approve all consent agenda items as presented. This motion, made by Jackie Gigot and seconded by Mark Hinde, Carried.

Bergkamp: Yea  
Fahrmeier: Yea  
Gigot: Yea  
Haeck: Yea  
Hinde: Yea  
Ralston: Yea  
Wiese: Yea  
Yea: 7, Nay: 0

**F.1.Minutes** – all minutes were approved as presented.

F.1.a. Minutes of the January 6, 2025, Regular Board of Education Meeting

F.1.b. Minutes of the January 13, 2025, Special Board of Education Meeting

- F.1.c. Minutes of the January 15, 2025, Special Board of Education Meeting
- F.1.d. Minutes of the January 20, 2025, Special Board of Education Meeting
- F.1.e. Minutes of the January 21, 2025, Special Board of Education Meeting

F.2. **Accounts Payable** totaling \$7,874,903.29, noting that all major accounts contain adequate balances to meet current obligations – approved as presented.

F.3. **Personnel** – all certified and classified personnel actions approved as presented.

F.3.a. **Certified:**

**Resignations:** Devin Limberg

**Appointments:** Kristie Sigle, Alyvea Krehbiel

**Transfers:**

- Michelle Baier – from curriculum and instruction coordinator position at the Educational Support Center to curriculum and assessment coordinator position at the Educational Support Center effective for the 2025-26 academic year.
- Joshua Guymon – from deputy superintendent position at the Educational Support Center to deputy superintendent of student services position at the Educational Support Center effective for the 2025-26 academic year.
- Sarah Shrimplin – from second grade position at Edith Scheuerman Elementary School to second grade position at Jennie Wilson Elementary School effective for the 2025-26 academic year.
- Heather Stegman – from director of curriculum and instruction position at the Educational Support Center to director of elementary curriculum and instruction position at the Educational Support Center effective for the 2025-26 academic year.
- Mark Van Savage – from speech/drama position at Garden City High School to drama/theatre position at Garden City High School effective for the 2025-26 academic year.

**Position Requests:**

Drew Thon, chief human resources officer, is requesting the following position changes effective for the 2025-26 academic year:

- Close 1.0 assistant superintendent position at the Educational Support Center.
- Open 1.0 director of secondary curriculum and instruction position at the Educational Support Center.
- Change the deputy superintendent position at the Educational Support Center to deputy superintendent of student services at the Educational Support Center.
- Change the director of curriculum and instruction position at the Educational Support Center to director of elementary curriculum and instruction at the Educational Support Center.
- Change curriculum and instruction coordinator position at the Educational Support Center to curriculum and assessment coordinator position at the Educational Support Center.

**Student Teacher Agreement:** Jacqueline Acosta-Piedra – Fort Hays State University

**Supplemental Contracts:**

- Tylee Biera        HS     Wrestling A/C
- Seth Drees        EC     IEP Reviewer
- Glenda Gibson    EC     IEP Reviewer

**Rule 10 Assignments:**

- Sean Boller                      HS      Musical Music Director Asst.
- Esmeralda Corado              HS      Musical Director Asst.
- Leydaly Enriquez              KH      Soccer Boys A/C

**Classified:**

**Terminations:** Maria F. Garcia-Sanchez, Juana Hernandez, Christopher Turner

**Resignations:** Charlene Dye, Diana Guacin, Maria Miranda Gomez, Liliana De Luna De La Rosa  
Crystal Ruvalcaba

**Assignments:** Emily Carrera, Charlene Dye, Vianca Esquivel, Esmerelda Gonzales-Armendariz,  
Itzel Goytia, Porscha Hendershot, Phon Huber, Donnie Kirk, Courtney Latta, Nancy Ramirez  
Garcia, Maria Del Colnsuelo Rincon, Luis Rodriguez Pinedo, Maribel Sotelo, Graciela Valera  
Mendez

**Transfers:**

- Doris Y Canales Alvarnenga from Sub Custodian: Plant Facilities to Custodian I: Florence Wilson Elementary School
- Ana Cantu Ortiz from Bus Driver- 6 hr.: Transportation to Bus Driver- 8 hr.: Transportation
- BriAna Davis from After School Program Supervisor: Florence Wilson/Victor Ornelas Elementary School to Office Assistant II: Kenneth Henderson Middle School
- Hailey K. East from Sub Bus Driver: Transportation to Bus Driver- 8hr.: Transportation
- Alexis Garcia from Special Education Paraprofessional II: Alta Brown Elementary School to Special Education Paraprofessional II: Abe Hubert Elementary School
- Maria Martinez from Sub Custodian: Plant Facilities to Custodian I: Horace Good Middle School
- Morgan Nelson from Special Education Paraprofessional II: Abe Hubert Elementary School to Special Education Paraprofessional II: Horace Good Middle School
- Rebecca Partin-Ingalls from Personnel Specialist: Educational Support Center to Employee Services Coordinator: Educational Support Center
- Ginger Sandell from Office Assistant II: Dispatcher Transportation to Special Education Paraprofessional II: Alta Brown Elementary School
- Abigail Smith from Sub Custodian: Plant Facilities to Custodian I: Garden City High School
- Tamara Teichmer from Personnel Administrative Specialist I: Educational Support Center to Personnel Specialist: Educational Support Center
- Yecenia Tena-Meza from Bus Driver-6 hr.: Transportation to Bus Driver-8hr.: Transportation

**Other:**

- Shane Burns, Director of Transportation, is requesting approval of a Temporary Transportation Driver Agreement with Luis Rodriguez Pinedo.
- Shane Burns, Director of Transportation, is requesting approval of a Temporary Transportation Driver Agreement with Donnie Kirk.
- Andrea Baker, Principal of Garfield Early Childhood Center, is requesting to split a Special Education Paraprofessional I position into 2-0.5 positions.
- Shane Burns, Director of Transportation, is requesting to revise the current staffing structure in the USD 457 Transportation Department. He would like to eliminate the 6 Sub Bus Driver positions and create 5 additional Route Driver positions. As of today, it is rare that the Transportation Department doesn't use their Sub Bus Drivers. On occasions when Sub Bus Drivers are not required for routes, they are typically reassigned to assist with a bus that has a high number of students. This would provide valuable support in managing student behavior along with helping our Sub Drivers become familiar with specific routes, stops and procedures. By making this transition we would be addressing the ongoing

demand for drivers, enhance route consistency and provide more permanent staffing on our buses.

- Shane Burns, Director of Transportation, is requesting approval of a Temporary Transportation Driver Agreement with Maribel Sotelo.
- Karen Murrell, Principal of Abe Hubert Elementary, is requesting to change a .5 Bilingual/Parent Advocate into a .5 Special Education Paraprofessional II to help assist in the new Rainbow Room, which opened at the beginning of the new semester.

#### F.4. Other

F.4.a. The Board of Education is asked to consider and approve the following Curriculum Council items:

F.4.a.i. New Course - Exploring Art Careers - approved as presented.

F.4.a.ii. New Course - A.P. United States Government and Politics - approved as presented.

F.4.a.iii. Curriculum - Functional Academics - Teach Town - approved as presented.

F.4.a.iv. The Board of Education is asked to consider and approve the District Audit Report as presented at the January 6, 2025, Regular Board of Education Meeting - approved as presented.

F.4.a.v. The Board of Education is asked to consider and approve the fire alarm system replacement at Plymell Elementary School - Davis Fire Systems - in the amount of \$67,790.00 - approved as presented.

#### G. UNFINISHED BUSINESS

**G.1. The Board of Education is asked to consider and approve the purchase of the Cenobots Autonomous Scrubber and Sweeper from Pur-O-Zone for Plant Facilities in the amount of \$73,316.25** - Brandon Anderson, Director of Plant Facilities.

Follow-up information from the last presentation was given to the Board. Board members' questions were answered. The following action was taken.

I move to approve the purchase of Cenobots Autonomous Scrubber and Sweeper as presented. This motion, made by Nathan Haeck and seconded by Jackie Gigot, Carried.

Bergkamp: Yea

Fahrmeier: Yea

Gigot: Yea

Haeck: Yea

Hinde: Yea

Ralston: Yea

Wiese: Yea

Yea: 7, Nay: 0

**G.2. Bernadine Sitts Re-roofing Project Bid Discussion** - Brandon Anderson, Director of Plant Facilities, presented bids for the project and the recommendation to accept the bid from Weathercraft Roofing in the amount of \$621,286.00.

Board members' questions were answered. The following action was taken.

I move to accept the bid from Weathercraft Roofing in the amount of \$621,286.00 as presented. This motion, made by Nathan Haeck and seconded by John Wiese, Carried.

Bergkamp: Yea  
Fahrmeier: Yea  
Gigot: Yea  
Haeck: Yea  
Hinde: Yea  
Ralston: Yea  
Wiese: Yea  
Yea: 7, Nay: 0

## H. NEW BUSINESS

**H.1. Garfield Early Childhood Center Re-roofing Project Discussion** - Brandon Anderson, Director of Plant Facilities, asked the board to consider and approve moving forward with the design and bidding of roof upgrades for the original portion of the roof at Garfield Early Childhood Center.

Board members' questions were answered. The following action was taken.

I move to approve the GMCN A/E Services Proposal as presented. This motion, made by Robin Bergkamp and seconded by Jackie Gigot, Carried.

Bergkamp: Yea  
Fahrmeier: Yea  
Gigot: Yea  
Haeck: Yea  
Hinde: Yea  
Ralston: Yea  
Wiese: Yea  
Yea: 7, Nay: 0

**H.2. Board of Education Policy Updates (First Read)** - Josh Guymon, Deputy Superintendent, presented information on the following changes to Board of Education policies.

- H.2.a. BDA Developing Adopting Amending and Repealing Board Policy - Review and adopt
- H.2.b. CC Organizational Chart (New) - Review and adopt
- H.2.c. CD Administrative Line and Staff Relations - Review and delete

- H.2.d. CG Administrative Personnel - Review and Adopt
- H.2.e. CGI Administrator Evaluation - Review and delete
- H.2.f. CNA - Preservation of Documents Pending Legal Action - Review and adopt
- H.2.g. DE Fraud Prevention and Investigation (New) - Review and adopt
- H.2.h. DFAC Federal Fiscal Compliance - Review and adopt
- H.2.i. ICA Pilot Projects - Review and adopt
- H.2.j. IDACA Special Education Services - Review and adopt
- H.2.k. JGFGAA Student Stock Supply of Emergency Medication (New) - Review and adopt
- H.2.l. JGFGAA Student Self-Administration of Medications - Review and adopt
- H.2.m. KN Complaints - Review and adopt

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

**H.3. Updated 2025-2026 District Calendar** - Drew Thon, Chief Human Resources Officer, presented proposed changes to the 2025-2026 District Calendar.

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

**H.4. The Board of Education is asked to consider and approve the continuation of Foundations in Personal Finance by Ramsey Education, an existing curriculum resource - quote in the amount of \$31,270.69. The quote is a seven-year contract extending from June 2025 through June 2032.** Josh Guymon, Deputy Superintendent

Board members' questions were answered. The following action was taken.

I move to approve the continuation of Foundations in Personal Finance by Ramsey Education quote in the amount of \$31,270.69. This motion, made by John Wiese and seconded by Mark Hinde, Carried.

Bergkamp: Yea  
 Fahrmeier: Yea  
 Gigot: Yea  
 Haeck: Yea  
 Hinde: Yea  
 Ralston: Yea  
 Wiese: Yea  
 Yea: 7, Nay: 0

## I. BOARD OPEN DISCUSSION

- **Andy Fahrmeier** stated that it was great to hear a lot of positive comments about the Rocky Welton Wrestling Tournament held this last weekend at GCHS. He also stated that he appreciated the Alta Brown Elementary building presentation.

- **Robin Bergkamp** stated that she echoes the comments about the tournament and also enjoyed the Alta Brown Elementary building presentation. She also thanked Brandon Anderson and GCMN for the work on the roofing bids.
- **Mark Hinde** stated that he appreciates the Alta Brown Elementary building presentation and also stated that he attended and enjoyed the wrestling tournament.
- **Nathan Haeck** stated that the high school Robotics team is doing a great job, they had a big tournament at GCHS and he appreciates all that is going on. He also stated that the bowling team is doing well and that he appreciates all the hard work.
- **John Wiese** stated that he always appreciates having students in the board room. He also thanked Brandon Anderson for his hard work on all the projects going on across the district.
- **Jackie Gigot** stated that she worked the wrestling tournament and received a lot of comments from people who had fun and are looking forward to coming back.
- **Randy Ralston** stated he was happy with the roofing bids. He also stated that he enjoyed the Alta Brown Elementary building presentation and appreciates how hard everyone is working.
- **Dr. Dominguez** thanked the board for their time commitment in attending Board-Faculty meetings. He thanked the City of Garden City for the housing update. He thanked Brandon Anderson for his commitment on projects across the district. He thanked the calendar committee for their work. He also expressed excitement for the district spelling bee and praised the wrestling tournament.

#### J. NEXT BOARD MEETING

The next meeting of the Board of Education will take place on February 17, 2025, at 5:00 P.M. in the Board Meeting Room at the Educational Support Center, 1205 Fleming St., Garden City, Kansas.

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

##### K.1. Personnel matters for non-elected personnel.

Mr. President, I move we go into executive session for 20 minutes, to discuss a personnel matter pursuant to non-elected personnel exception under KOMA, beginning at 7:35 P.M. and the open meeting will resume in the Board Meeting Room at 7:55 P.M. I would like to invite Dr. Dominguez, Josh Guymon, Drew Thon and Jessica Nothern to join us in executive session. This motion, made by Jackie Gigot and seconded by Mark Hinde, Carried.

Bergkamp: Yea

Fahrmeier: Yea

Gigot: Yea

Haeck: Yea

Hinde: Yea

Ralston: Yea

Wiese: Yea

Yea: 7, Nay: 0

The open meeting resumed in the board meeting room at 7:55 P.M. The following action was taken.

That the Board of Education extend the executive session for 10 minutes beginning at 7:55 P.M. and the open meeting will resume at 8:05 P.M. This motion, made by Andy Fahrmeier and seconded by Jackie Gigot, Carried.

Fahrmeier: Yea  
Gigot: Yea  
Hinde: Yea  
Wiese: Yea  
Yea: 4, Nay: 0

The open meeting resumed in the board meeting room at 8:05 P.M.

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

Mr. President, I move we go into executive session for 20 minutes to discuss negotiations for the 2025-26 school year pursuant to the exception for employer-employee negotiations under KOMA, beginning at 8:06 P.M. and the open meeting will resume in the Board Meeting Room at 8:26 P.M. I would like to invite Dr. Dominguez, Josh Guymon, Drew Thon and Jessica Nothern to join us in executive session. This motion, made by Jackie Gigot and seconded by Robin Bergkamp, Carried.

Bergkamp: Yea  
Fahrmeier: Yea  
Gigot: Yea  
Haeck: Yea  
Hinde: Yea  
Ralston: Yea  
Wiese: Yea  
Yea: 7, Nay: 0

The open meeting resumed in the board meeting room at 8:26 P.M.

**K.3. Preliminary discussion relating to the acquisition of real property.**

I move that the Board of Education go into executive session for 20 minutes for the purpose of having preliminary discussions about the acquisition of real property in order to protect the district's financial interest and bargaining position, beginning at 8:35 P.M. and that the Board of Education reconvene into open session at 8:55 P.M. in the Board Meeting Room. I would like to invite Dr. Dominguez, Josh Guymon, Drew Thon and Jessica Nothern to join us in executive session. This motion, made by Jackie Gigot and seconded by John Wiese, Carried.

Bergkamp: Yea  
Fahrmeier: Yea  
Gigot: Yea

Haeck: Yea  
Hinde: Yea  
Ralston: Yea  
Wiese: Yea  
Yea: 7, Nay: 0

The open meeting resumed in the board meeting room at 8:55 P.M.

Nathan Haeck and Randy Ralston left the meeting at 8:55 P.M.

**L. ACCOUNTS PAYABLE REVIEW** - Andy Fahrmeier and John Wiese

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

That the Board of Education meeting be adjourned at 8:56 P.M. This motion, made by Jackie Gigot and seconded by Robin Bergkamp, Carried.

Bergkamp: Yea  
Fahrmeier: Yea  
Gigot: Yea  
Hinde: Yea  
Yea: 4, Nay: 0

Respectfully submitted,

Approved:

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Jennifer Ramos, Clerk

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Randy Ralston, President

BOARD OF EDUCATION  
**Certified Personnel Actions**  
February 17, 2025

**RETIREMENTS:**

Hieu Nguyen, special education teacher at Victor Ornelas Elementary School, is submitting her letter of intent to retire through KPERS effective May 23, 2025.

Melany Rude, speech language pathologist at Jennie Wilson Elementary School, is submitting her letter of intent to retire through KPERS effective May 23, 2025.

**RESIGNATIONS:**

Michael Hill, physical education teacher at Bernadine Sitts Intermediate Center, is submitting his letter of resignation effective May 23, 2025.

Kimberly Hill, adaptive/interrelated teacher at Buffalo Jones Elementary School, is submitting her letter of resignation effective May 23, 2025.

Brooklyn White, kindergarten teacher at Florence Wilson Elementary School, is submitting her letter of resignation effective May 23, 2025.

**APPOINTMENTS:**

Brandon Lawrence, Cherokee, Iowa, is recommended for a speech/drama position at Garden City High School, effective for the 2025-26 academic school year. He has 8 years’ experience.

John Heavner, Durant, Oklahoma, is recommended for technology lab position at Garden City High School, effective for the 2025-26 academic school year. He has 21 years’ experience.

Tiffany Heavner, Durant, Oklahoma, is recommended for Social Worker position with building to be determined effective for the 2025-26 academic school year. She has 12 years’ experience.

**TRANSFERS:**

Alicia Ramirez – from adaptive/interrelated position at Buffalo Jones Elementary School and Jennie Wilson Elementary School to adaptive/interrelated position at Buffalo Jones Elementary School, effective for the 2025-26 academic year.

Kellie Pitts – from school counselor position at Florence Wilson Elementary School and Edith Scheuerman Elementary School to full-time school counselor position at Edith Scheuerman Elementary School effective for the 2025-26 school year.

**EDUCATION ATTAINMENT:**

The following staff attained categorical advancement as of February 1, 2025:

Ayala Madison	BS to BS+15	Bencomo Rebekah	MS+30 to MS+45
Barrett Melissa	MS+15 to MS+30	Bendert Lauren	MS to MS+15
Beard James	BS+45 to MS	Kristopher Bussen	BS to BS+30
Beaver Roni	MS to MS+15	Christensen Michelle	MS to MS+15
Bellows Kyra	BS to BS+15	15 Contreras Danica	MS to MS+15

Cosper Amy	MS+30 to MS+45	Livermore Torie	MS to MS+15
Davis Vanessa	BS+45 to MS	Lopez Alexander	MS+45 to EDD
Dawnie Casauga	MS+45 to EDD	Lopez Shirley	MS+45 to EDD
Matt Judson De La Cruz	MS+15 to MS+30	Madilo Stella	BS+45 to MS
Delehant Desiree	MS to MS+15	Martinez Maria	BS+15 to MS
Dennis Breann	MS+15 to MS+30	Mayfield Elaine	MS+15 to MS+30
Donovan Angela	BS to BS+15	Meyer Micha	MS+30 to MS+45
Dubois Karen	BS to BS+15	Oller Stacy	BS to BS+15
Henningsen Trevor	MS to MS+15	Palmer Anita	MS+15 to MS+30
Hill Reagan	BS+15 to BS+30	Plude Gregory	BS+15 to BS+30
Hipp Kylee	BS to BS+30	Reich Justin	MS+15 to MS+30
Karlin Zachary	BS+15 to BS+30	Rome Amanda	MS to MS+15
Kitch Lucy	BS+30 to BS+45	Sanchez Maribel	MS to MS+15
Kott Danielle	BS to BS+15	Sauer Joshua	MS to MS+15
Kris Bussen	BS to BS+15	Shrimplin Sarah	MS+15 to MS+30
Kristalyn Hallie	MS to MS+15	Vera Lupe	BS+45 to MS
Leon Dora	BS to BS+15	Younger Macy	MS to MS+15

**SUPPLEMENTAL CONTRACTS:**

James Beard	HS	Supplemental Overload NS
J. Levi Burnfin	HS	Supplemental Overload NS
Rebecca Burnfin	HS	Supplemental Overload NS
Kelly Butcher	HS	Supplemental Overload NS
Rajneesh Devgan	HS	Supplemental Overload NS
Kathryn Hahn	HG	Wrestling Girls A/C
Kathryn Hahn	HG	Track A/C
Emily Hamlin DeLoach	HS	Supplemental Overload NS
Blair Holliday	HS	Softball A/C
Biju Kalarikkal	HS	Supplemental Overload NS
Karan Long	HS	Supplemental Overload NS
Kathryn Ochampaugh	GE	Supplemental Overload
Manuel Rios	AE	Bilingual, Level 2
Lori Smith	SI	Student Council
Katie Gude	AB	Supplemental Overload

**RULE 10 ASSIGNMENTS:**

Sean Boller	HS	Musical Music Director Asst.
Emma Ortiz	HS	Softball A/C
Sara Reep	HG	Sponsor Yearbook
LaChristopher Smith	HS	Track A/C
Jessie Standley	HS	Musical Choreographer

BOARD OF EDUCATION  
**Classified Personnel Actions**

February 17, 2025

<b>RETIREMENTS</b>	<b>POSITION</b>	<b>BUILDING</b>	<b>DATE</b>
Arlene A. Coates	Nutrition Assistant II	Horace Good Middle School	2.13.25
Adelita Parr	Office Assistant II	Garden City High School	2/28/25

<b>TERMINATIONS</b>	<b>POSITION</b>	<b>BUILDING</b>	<b>DATE</b>
Clarissa Castillo	Special Education Paraprofessional I	Florence Wilson Elementary School	2/5/25

<b>RESIGNATIONS</b>	<b>POSITION</b>	<b>BUILDING</b>	<b>DATE</b>
Genesis Gonzalez Zingaro	Nutrition Assistant I	Horace Good Middle School	2/7/25
Kelli Hernandez	Office Assistant II: Special Education	Educational Support Center	2/4/25
Nancy Ramirez Garcia	Special Education Paraprofessional I	Garfield Early Childhood Center	2/4/25
Blanca Sotelo	Special Education Paraprofessional II	Garfield Early Childhood Center	2/17/25

<b>ASSIGNMENTS</b>	<b>POSITION</b>	<b>BUILDING</b>	<b>DATE</b>
Jose J. Herrera	Bus Driver	Transportation	2/7/25
Deborah Moos	PAT Educator	Garfield Early Childhood Center	2/12/25
Mariah Olinger	Special Education Paraprofessional II	Abe Hubert Elementary School	2/10/25
Aleshka Salazar Ibaven	Paraprofessional I	Horace Good Middle School	2/10/25
Sidelsys Taver Santos	Nutrition Delivery	Educational Support Center	2/3/25

<b>TRANSFERS</b>	<b>FROM</b>	<b>TO</b>	<b>DATE</b>
Jay Dee Davis	Special Education Paraprofessional II: ISS Garden City High School	Bus Driver: Transportation	2/10/25
Maria Del Consuelo Rincon	Nutrition Assistant I: Horace Good Middle School	Custodian I: Plant Facilities	2/3/25
Alexis R. Garcia	Special Education Paraprofessional II: Abe Hubert Elementary School	Special Education Paraprofessional I: Alta Brown Elementary School	2/3/25

Alyssa Strickert

Nutrition Assistant I:  
Horace Good Middle  
School

Nutrition Assistant II:  
Horace Good Middle  
Schools

2/5/25

BOARD OF EDUCATION  
**Classified Personnel Actions Addendum**

February 17, 2025

<b>ASSIGNMENTS</b>	<b>POSITION</b>	<b>BUILDING</b>	<b>DATE</b>
Jasmine Becerril-Loma	Special Education Paraprofessional II	Abe Hubert Elementary School	2/17/25
Blanca Sotelo-Lara	Special Education Paraprofessional II	Garfield Early Childhood Center	2/12/25

<b>TRANSFERS</b>	<b>FROM</b>	<b>TO</b>	<b>DATE</b>
Valerie R. Molina	Special Education Paraprofessional II: Garden City High School	Special Education Paraprofessional II: Abe Hubert Elementary School	2/17/25

## **MEMORANDUM**

**TO:** Board of Education  
**THRU:** Dr. Mike Dominguez, Superintendent  
**FROM:** Drew Thon, HR Director  
**DATE:** 1-21-2025  
**RE:** Updated 2025-26 School Calendar

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### **ISSUE:**

Last spring, we approved the 2025-26 school calendar, continuing our practice of approving school calendars two years in advance. However, the Calendar Committee recently identified adjustments to ensure alignment with state recommendations.

**1. Spring Break Adjustment**

Spring Break has been moved back one week to align with the Kansas State Department of Education (KSDE) and Kansas Board of Regents' recommended schedule.

**2. In-Service Date Change**

To accommodate the Spring Break adjustment, the March in-service day has been moved from March 20 to March 13.

**3. Release In-Service Day**

The March 13 in-service day will now be a release in-service day. This means staff will have the opportunity to accrue 6 hours and 40 minutes of professional development outside the contract day throughout the school year. In return, they will have March 13 as a release day off work.

These updates ensure we remain consistent with state guidelines while providing flexibility for professional development. Thank you for your understanding as we work to support both our staff and students.

### **BACKGROUND:**

In the spring of 2024, we approved the 2025-26 school calendar. Providing clarity on the calendar two years in advance has greatly supported contract negotiations, professional development planning, and recruiting efforts. While we recognized that small adjustments might be necessary as circumstances evolve, our commitment to maintaining the overall structure of the calendar has remained steadfast.

### **ALTERNATIVES:**

We could choose to make no changes to the<sup>20</sup> calendar; however, this would result in our

2025-26 Spring Break not aligning with state colleges and many other school districts.

**RECOMMENDATION:**

Accept the recommended changes to the 2025-26 School Calendar

**FISCAL NOTE:**

There is no fiscal impact for the BOE to consider

**ATTACHMENTS:**

# 2025 - 2026 School Calendar - REVISED

Unified School District 457 • Garden City, Kansas 67846



July 2025						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August 2025						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	<del>13</del>	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September 2025						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October 2025						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

- 6-8 New Teacher Inservice (NS)
- 11 Teacher Inservice (NS)
- 12 Teacher Workday (NS)
- 13 School AM (Grades K-4,5,7,9-10 & new students)  
Teacher Workday PM

- 1 Labor Day (NS)
- 25-26 Teacher Inservice (NS)

- 14 End of Grading Period
- 17 Teacher Inservice AM (NS)  
Teacher Workday PM
- 23-24 Parent/Teacher Conference (NS)

November 2025						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December 2025						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

January 2026						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February 2026						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

- 24-28 Fall Vacation (NS)

- 19 End of Grading Period
- 22-31 Winter Vacation (NS)

- 1-2 Winter Vacation (NS)
- 5 Teacher Workday (NS)
- 6 Teacher Inservice (NS)
- 7 School Resumes
- 30 New Teacher Inservice (NS)

- 20 Teacher Inservice AM (NS)  
Teacher Workday PM
- 26-27 Parent/Teacher Conference (NS)

March 2026						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2026						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2026						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 2026						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

- 10 End of Grading Period
- 13 Teacher Release Inservice (NS)
- 16-20 Spring Break (NS)

- 3 New Teacher Inservice (NS)
- 6 Teacher Inservice (NS)

- 21 Last Day of School
- 22 Teacher Workday AM (NS)

<ul style="list-style-type: none"> <li>◡ = New Teacher Orientation (NS)</li> <li>□ = Holiday/Vacation (NS)</li> <li>◻ = District Work/Inservice (NS)</li> <li>○ = Parent/Teacher Conference (NS)</li> <li>— = Half Day of School</li> <li>NS = No School</li> </ul>	<b>Inservices (7)</b> = 8/11, 9/25, 9/26, 10/17*, 1/6, 2/20*, 3/13, 4/6  <b>Workdays (4)</b> = 8/12, 8/13*, 10/17*, 1/5, 2/20*, 5/22*  <b>Snow Days (May 1, 4)</b> <b>Graduation Weekend (May 16-17)</b> 22  * = 1/2 Day	<b>1159 Hour Calendar</b> (6 hours, 40 minutes)  1 <sup>st</sup> Grading Period 41.5 2 <sup>nd</sup> Grading Period 42.0 } <b>83.5</b>  3 <sup>rd</sup> Grading Period 43.0 4 <sup>th</sup> Grading Period 44.0 } <b>87.0</b>  <b>170.5</b>  <b>Teacher Contract Days 181.5</b>
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## MEMORANDUM

**TO:** Board of Education  
**THRU:** Dr. Mike Dominguez, Superintendent  
**FROM:** Michelle Baier, Coordinator of Curriculum and Instruction  
**DATE:** February 12<sup>th</sup>, 2025  
**RE:** 2024-2025 KAP Data Presentation

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### **ISSUE:**

Curriculum Director Stegman and Curriculum Coordinator Baier will provide a presentation summarizing the Fastbridge data for 2024-2025

### **BACKGROUND:**

Fastbridge is our district screener, used to identify students at risk of reading difficulties. Students who meet grade level benchmarks demonstrate the basic literacy skills necessary to access the more advanced reading tasks required in our curriculum, as well as the Kansas State Assessments. Fastbridge is administered to students PK – 12 three times per year, fall, winter, and spring. This presentation will summarize 2024-2025 fastbridge data as well as our student progress between the fall and winter screenings and from last year to this year

### **ALTERNATIVES:**

This presentation is for informational purposes only. No board action is required.

### **RECOMMENDATION:**

N/A

### **FISCAL NOTE:**

N/A

### **ATTACHMENTS:**

USD 457 Winter Fastbridge Data BOE '25

[Winter Fastbridge Data Presentation BOE Feb. '25.pdf](#)

# USD 457 Winter Data Update

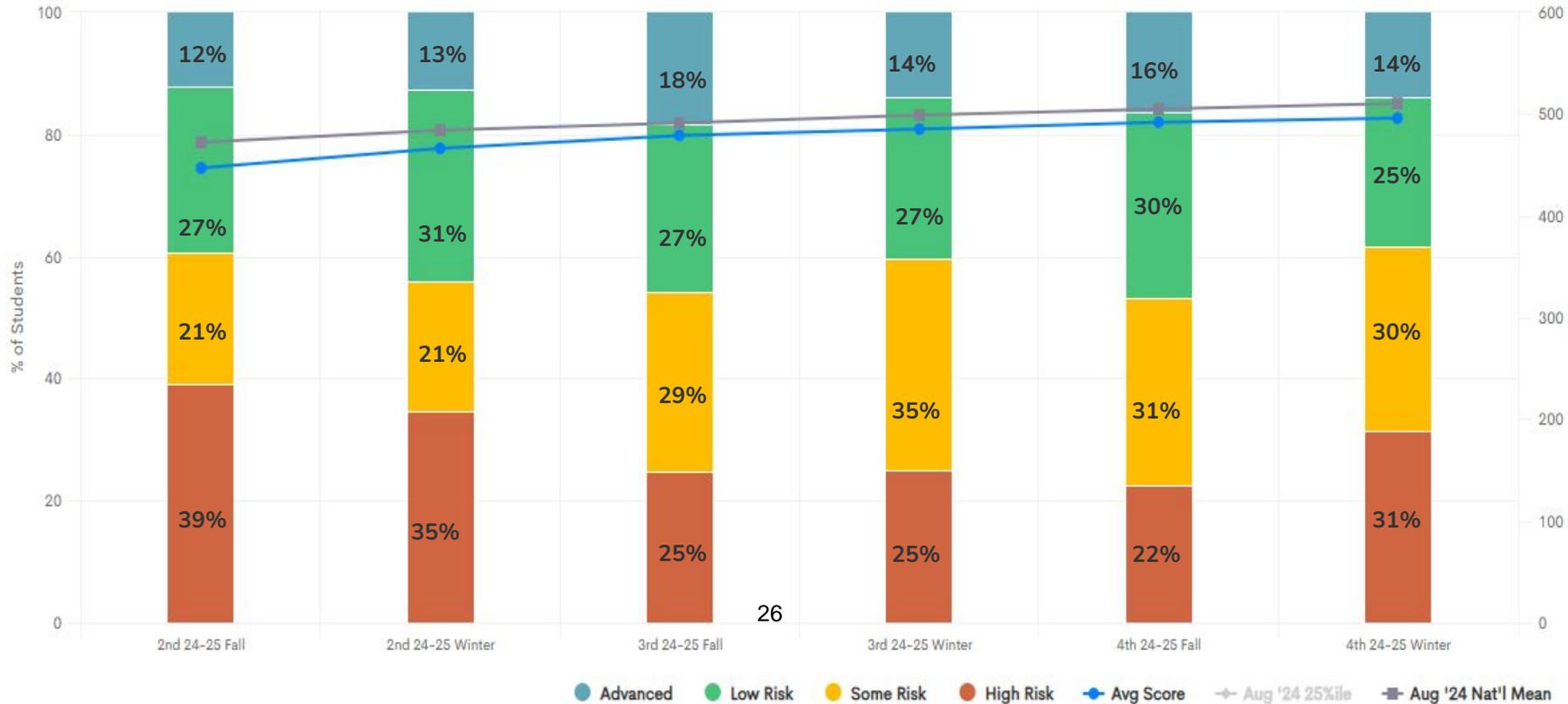
Feb. 17th 2025

Presented by: Heather Stegman and Michelle Baier

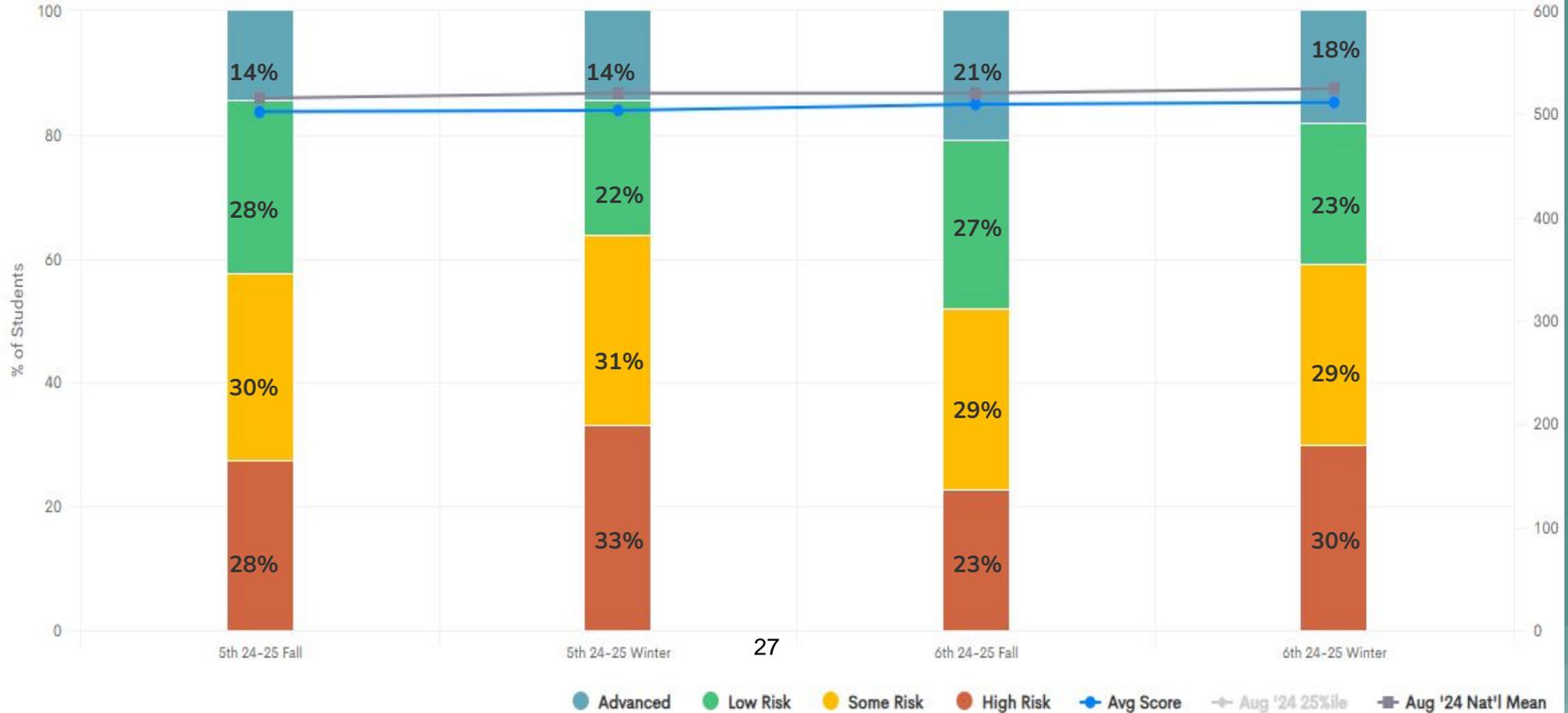
# FAST-Early Reading Composite 3yr, 4yr, K, 1st



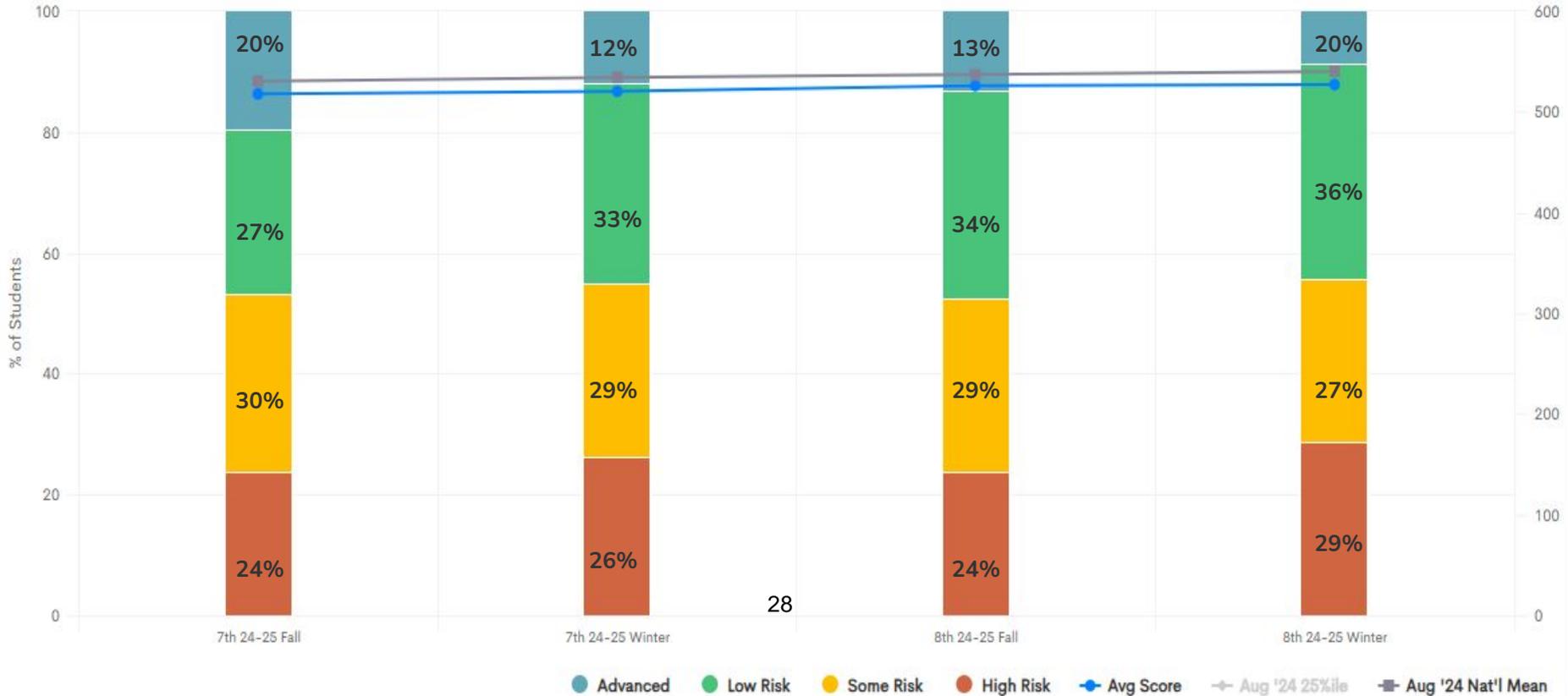
# FAST aReading 2nd - 4th grade



# FAST aReading 5th-6th

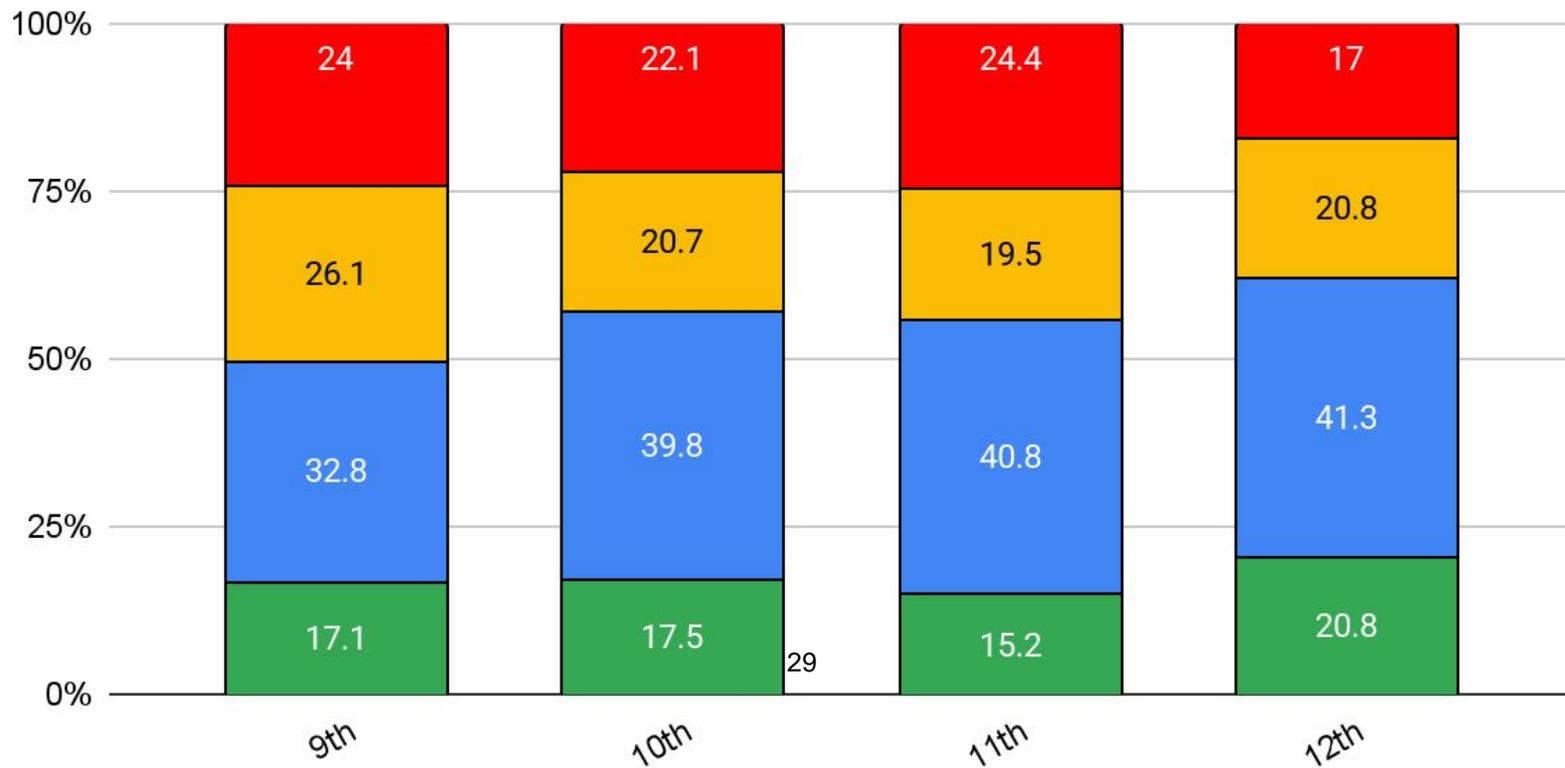


# FAST aReading 7th-8th



# High School aReading Data Fall and Winter Combined

■ high risk   ■ some risk   ■ low risk   ■ college pathway

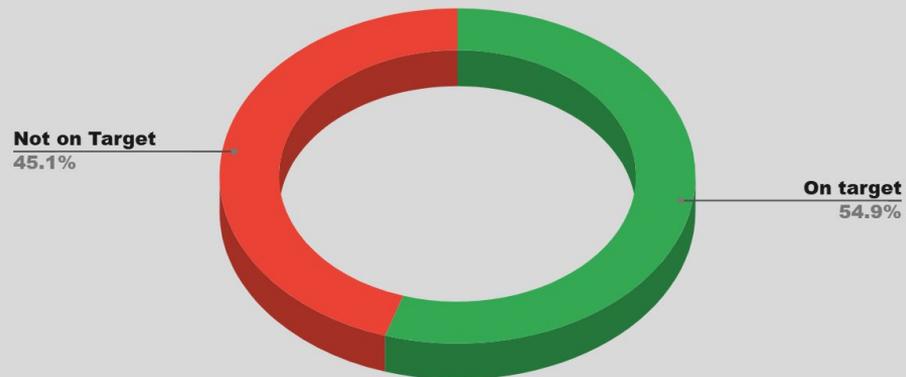


## Early Literacy WIG:

80% of Kindergarten - 2nd grade students will meet the phonics and fluency benchmark by the end of 2nd grade through the implementation of high quality structured literacy instruction.

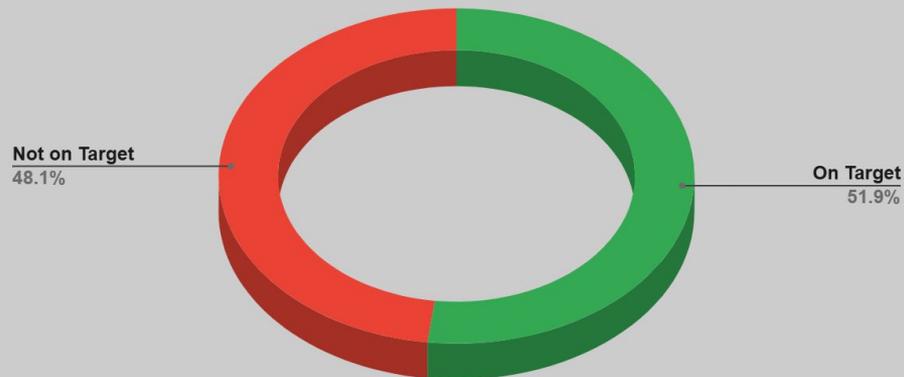
# Kindergarten Winter Data

## Kindergarten-Onset Sounds Winter '24-'25



+ 6.2% from fall

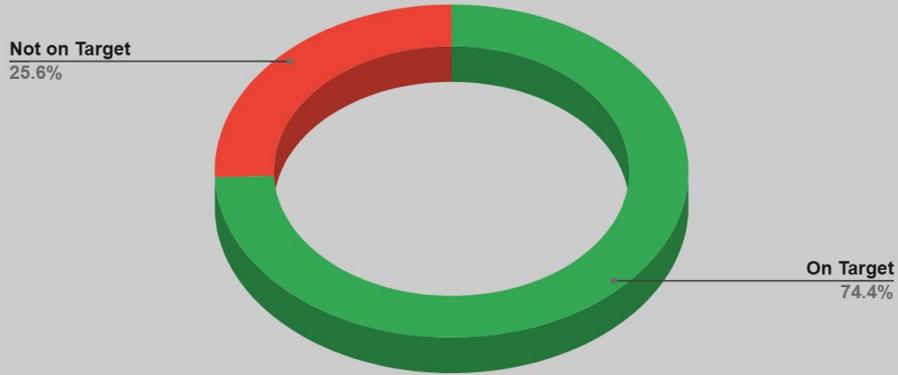
## Kindergarten-Letter Sounds Winter '24-'25



-3% from fall

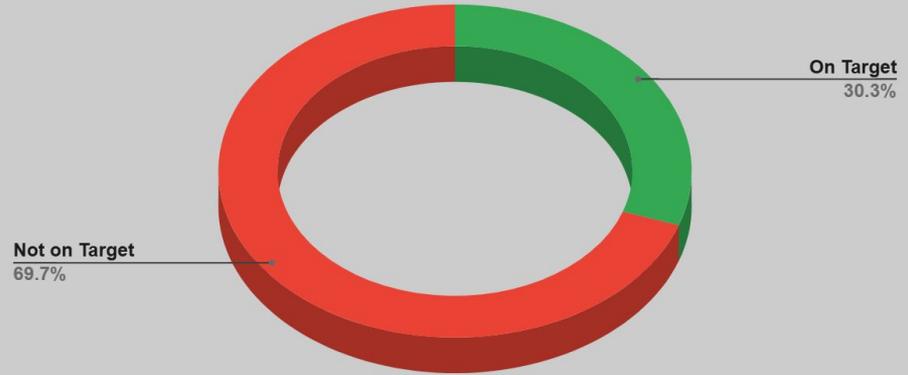
# 1st Grade Winter Data

## 1st Grade-Word Segmenting Winter '24-'25



**+9.8% From Fall**

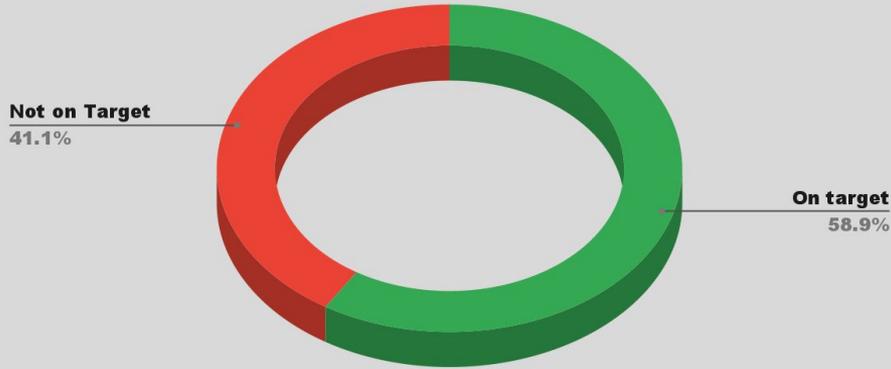
## 1st Grade-CBM Winter '24-'25



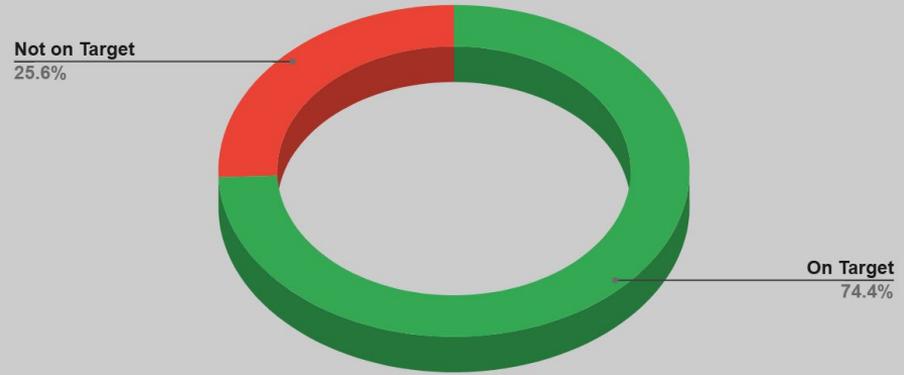
**-4.1% from fall**

# Kindergarten last year to 1st grade this year Phonemic Awareness

**Kindergarten-Onset Sounds Winter '23-'24**



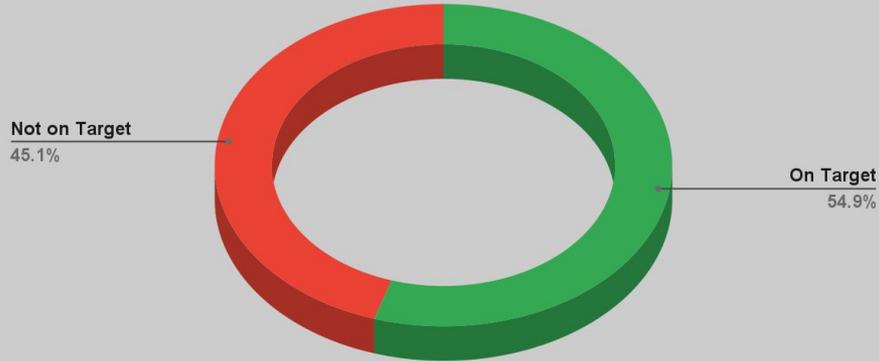
**1st Grade-Word Segmenting Winter '24-'25**



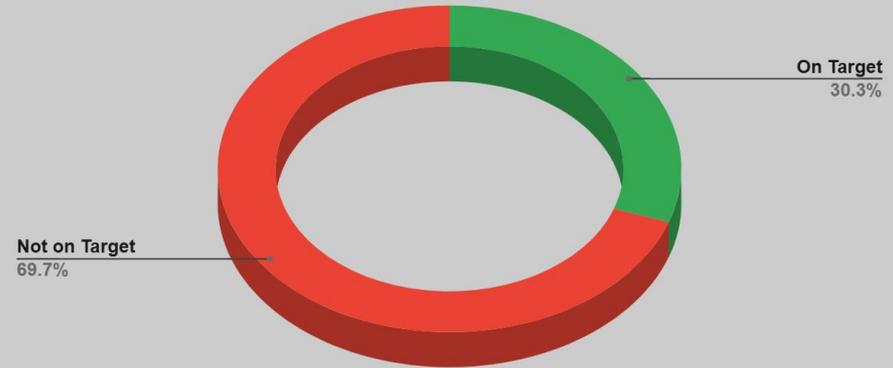
**+ 15.5% from last year to this year**

# Kindergarten last year to 1st grade this year Phonics

**Kindergarten-Letter Sounds Winter '23-'24**



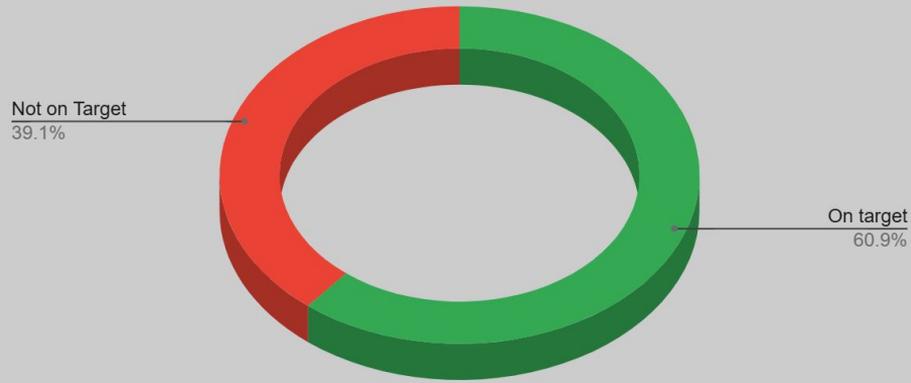
**1st Grade-CBM Winter '24-'25**



**- 24.6% from last year to this year**

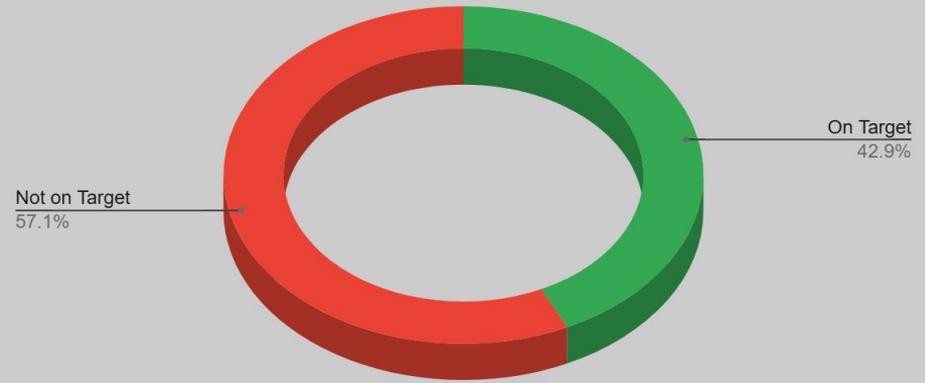
# 2nd Grade Winter Data

## 2nd Grade-Word Segmenting Winter '24-'25



**+20.5% from fall**

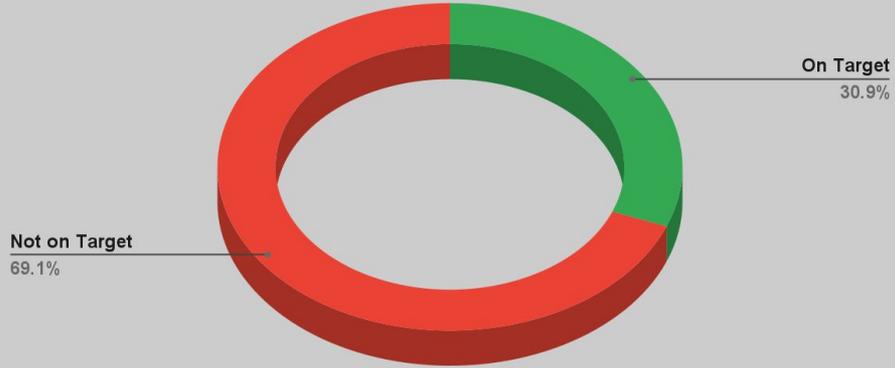
## 2nd Grade-Phonics and Fluency Winter '24-'25



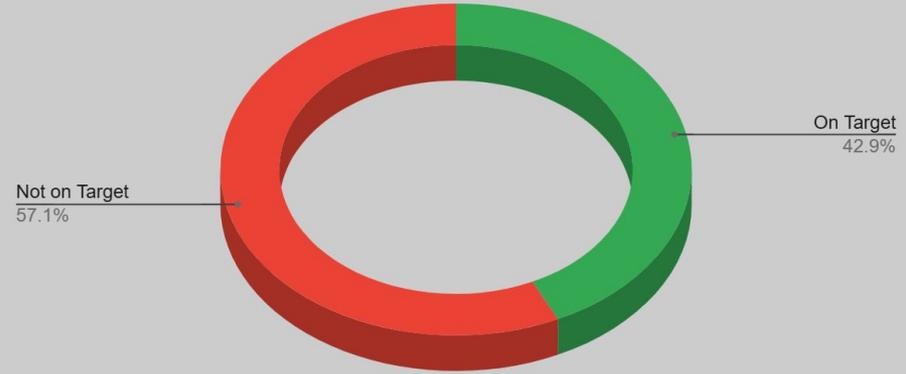
**Stayed the same**

# 1st grade last year to 2nd grade this year

**1st Grade-CBM Winter '23-'24**



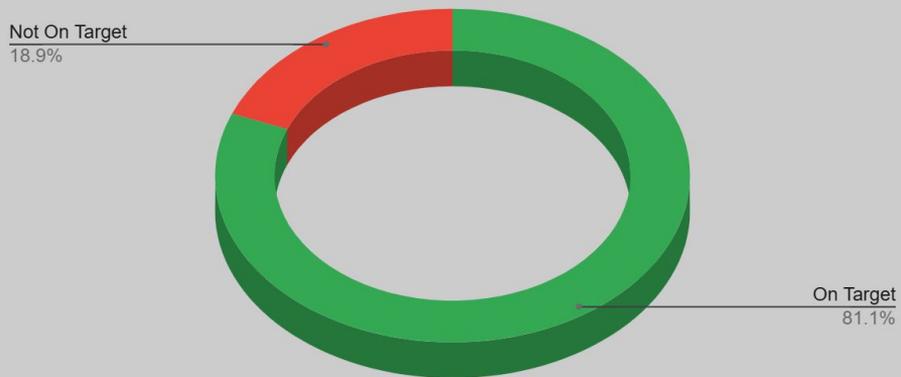
**2nd Grade-Phonics and Fluency Winter '24-'25**



**+ 12%<sup>36</sup> from last year to this year**

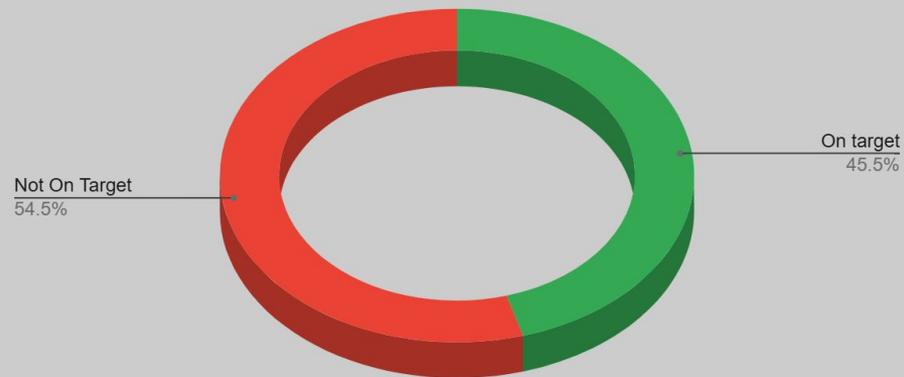
# 3rd Grade Winter Data

## 3rd Grade-Word Segmenting Winter '24-'25



**+5.2% from fall**

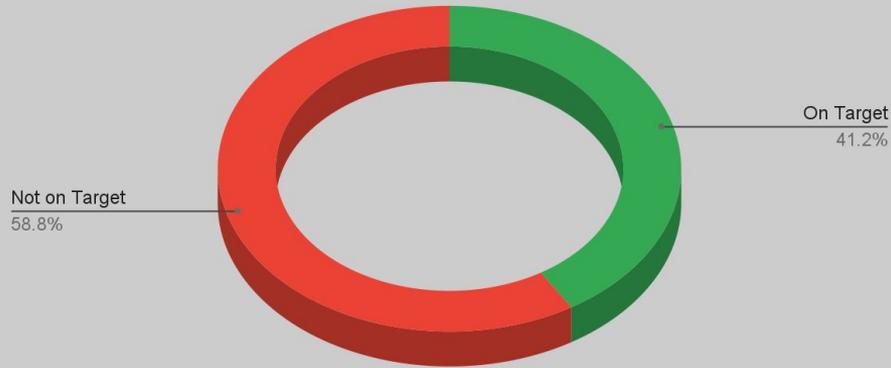
## 3rd Grade-Phonics and Fluency Winter '24-'25



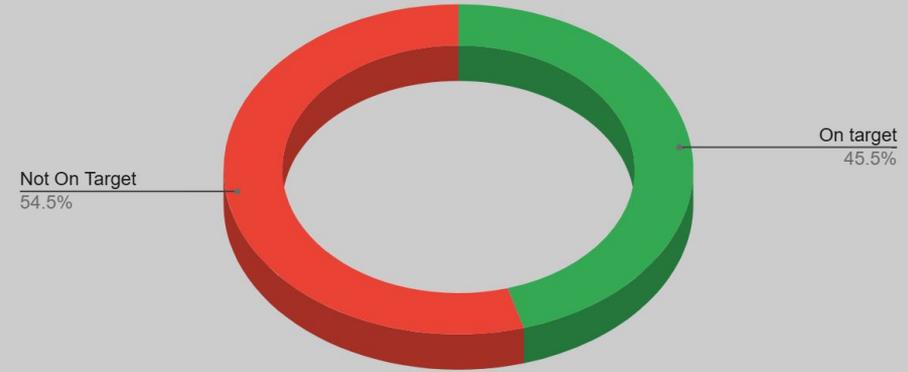
**+1.4% from fall**

# 2nd grade last year to 3rd grade this year

**2nd Grade-Phonics and Fluency Winter '23-'24**



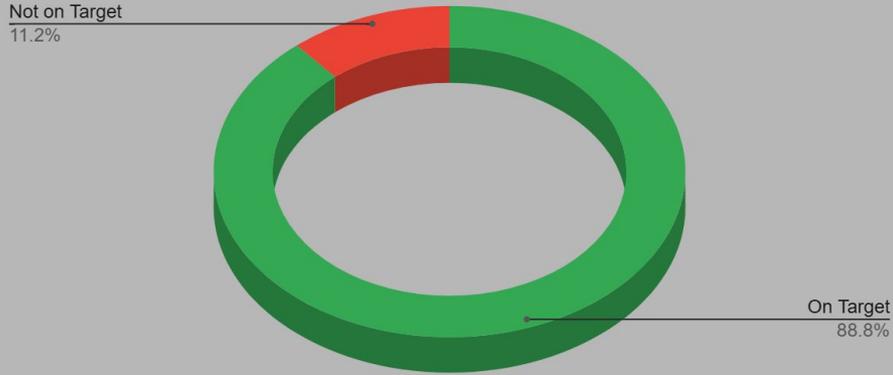
**3rd Grade-Phonics and Fluency Winter '24-'25**



**+ 4.3% from last year to this year**

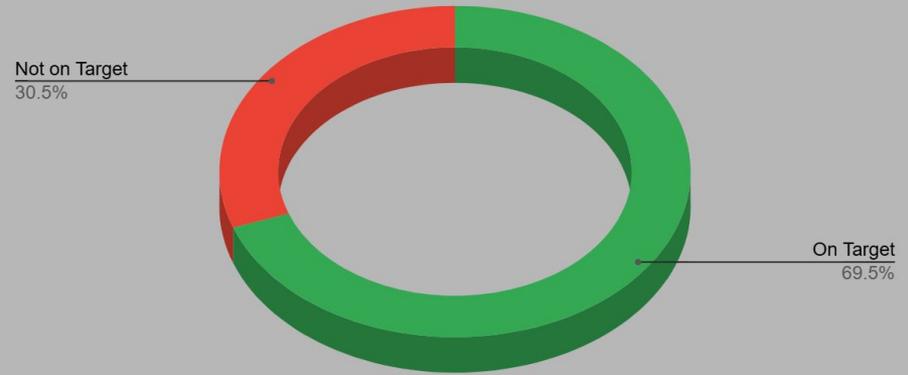
# 4th Grade Winter Data

## 4th Grade - Word Segmenting Winter '24-'25



**+1.1% from fall**

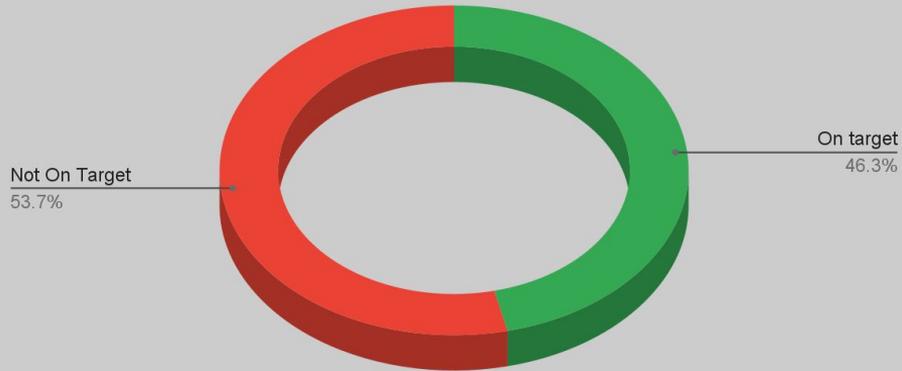
## 4th Grade-Phonics and Fluency Winter '24-'25



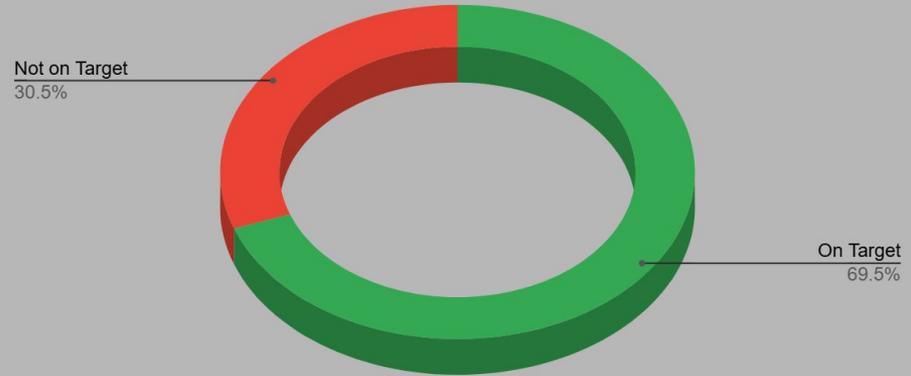
**-3.3% from fall**

# 3rd grade last year to 4th grade this year

## 3rd Grade-Phonics and Fluency Winter '23-'24



## 4th Grade-Phonics and Fluency Winter '24-'25

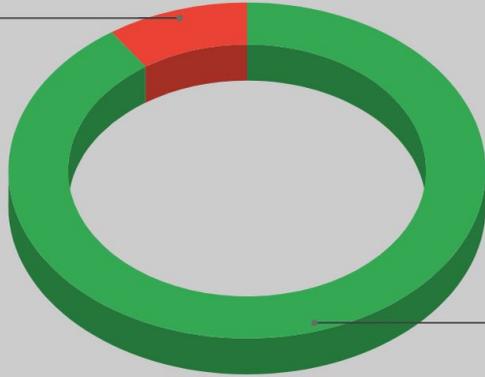


**+23.2% from last year to this year**

# 5th Grade Winter Data

## 5th Grade-Word Segmenting Winter '24-25

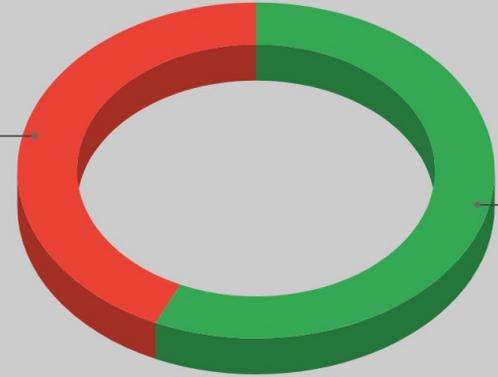
Not On Target  
9.6%



On target  
90.4%

## 5th Grade-Phonics and Fluency Winter '24-25

Not on Target  
43.1%



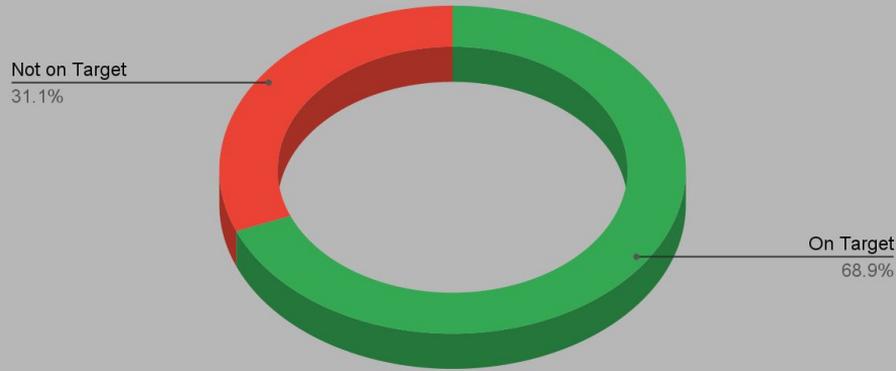
On Target  
56.9%

**+4.3% from fall**

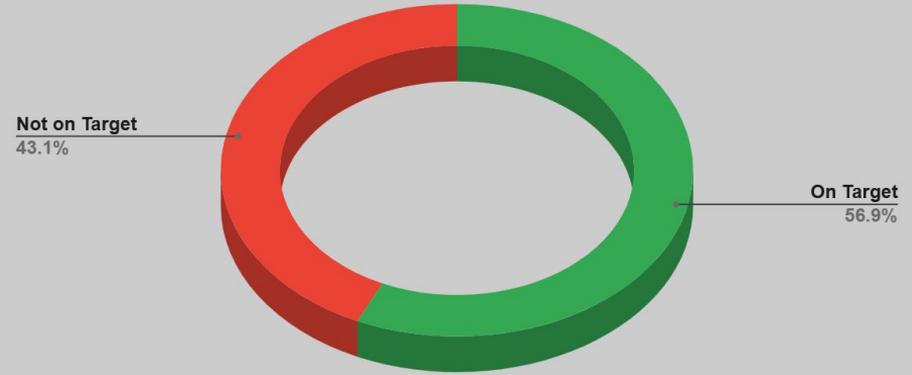
**-.2% From Fall**

# 4th grade last year to 5th grade this year

## 4th Grade-Phonics and Fluency Winter '23-'24



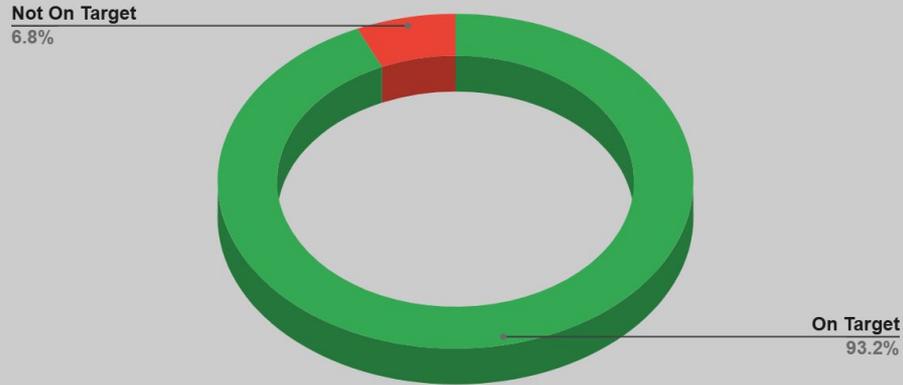
## 5th Grade-Phonics and Fluency Winter '24-'25



**- 12% from last year to this year**

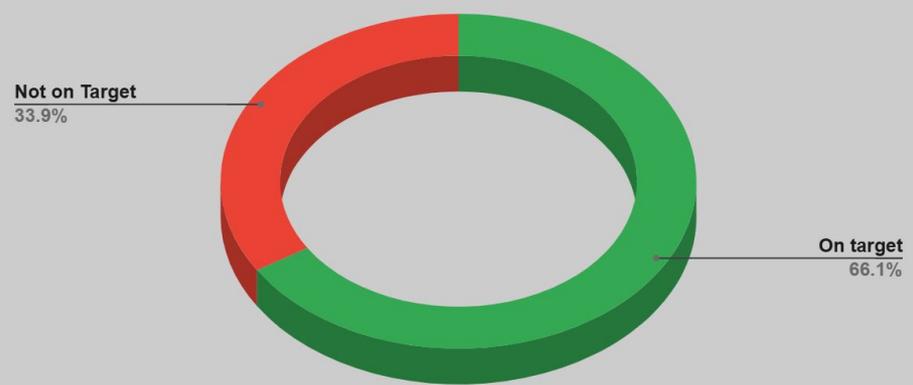
# 6th Grade Winter Data

## 6th Grade-Word Segmenting Winter '24-'25



**+1.8% From Fall**

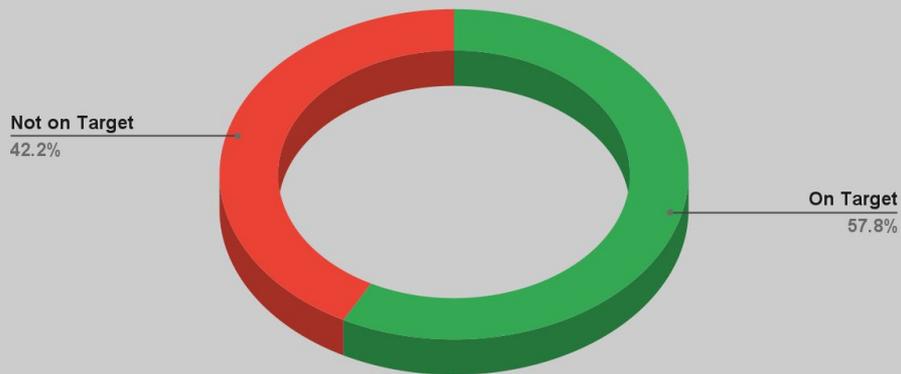
## 6th Grade-Phonics and Fluency Winter '24-'25



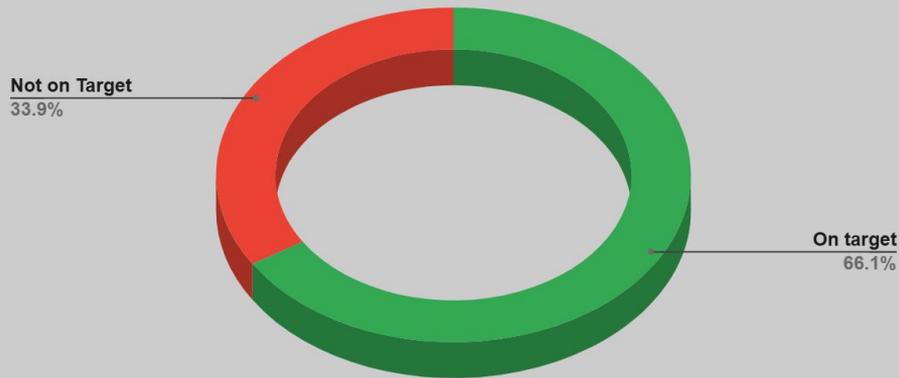
**+2.8% From Fall**

# 5th grade last year to 6th grade this year

## 5th Grade-Phonics and Fluency Winter '23-'24



## 6th Grade-Phonics and Fluency Winter '24-'25

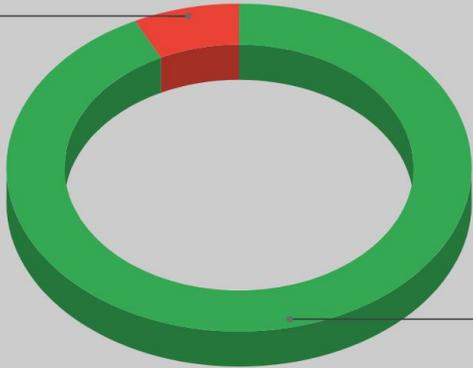


**+8.3% from last year to this year**

# 7th Grade Winter Data

## 7th Grade-Word Segmenting Winter '24-'25

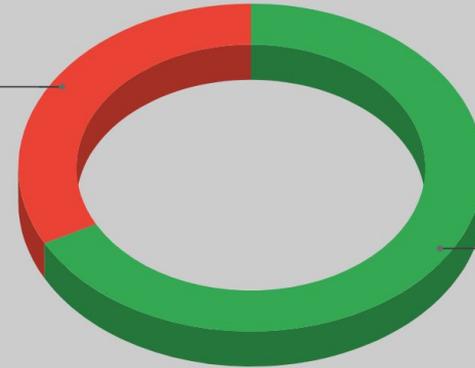
Not On Target  
7.4%



On target  
92.6%

## 7th Grade-Phonics and Fluency Winter '24-'25

Not on Target  
32.6%



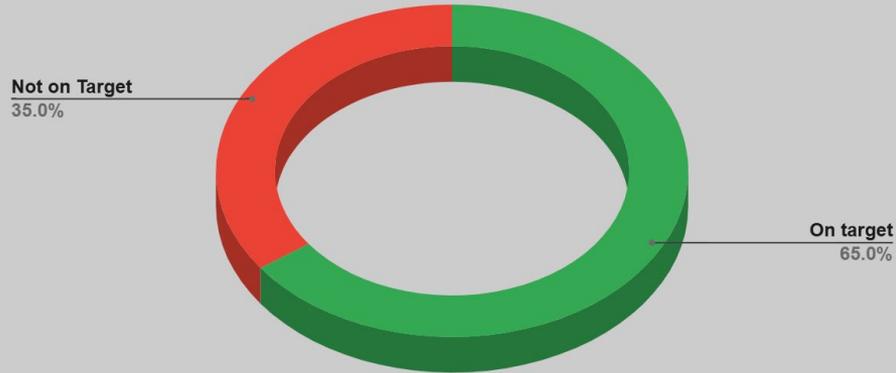
On Target  
67.4%

**+0.7% from fall**

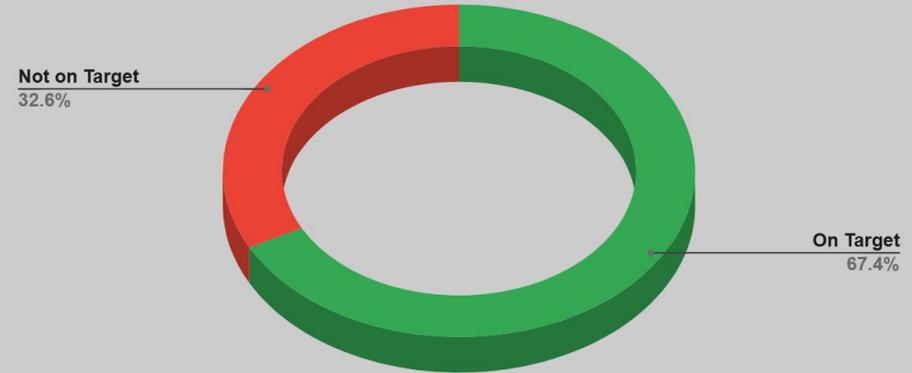
**-0.5% from fall**

# 6th grade last year to 7th grade this year

## 6th Grade-Phonics and Fluency Winter '23-'24



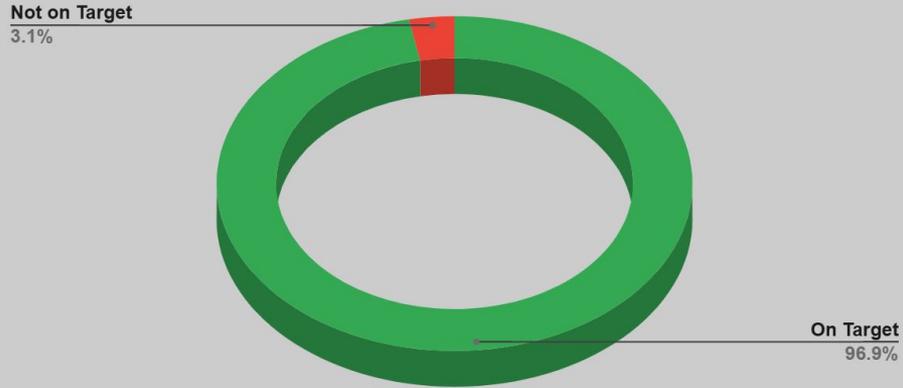
## 7th Grade-Phonics and Fluency Winter '24-'25



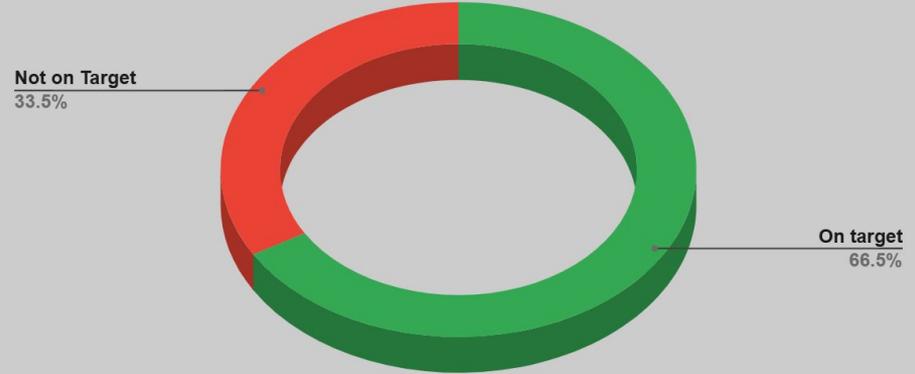
+ 2.4% from last year to this year

# 8th Grade Winter Data

## 8th Grade-Word Segmenting Winter'24-'25



## 8th Grade-Phonics and Fluency Winter '24-'25

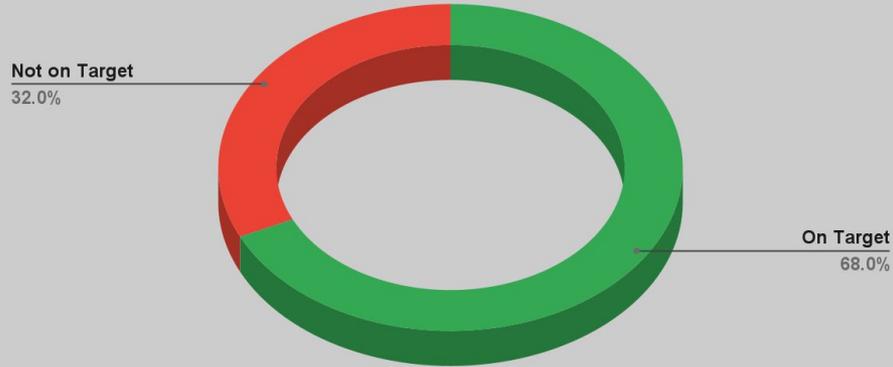


**+1% From Fall**

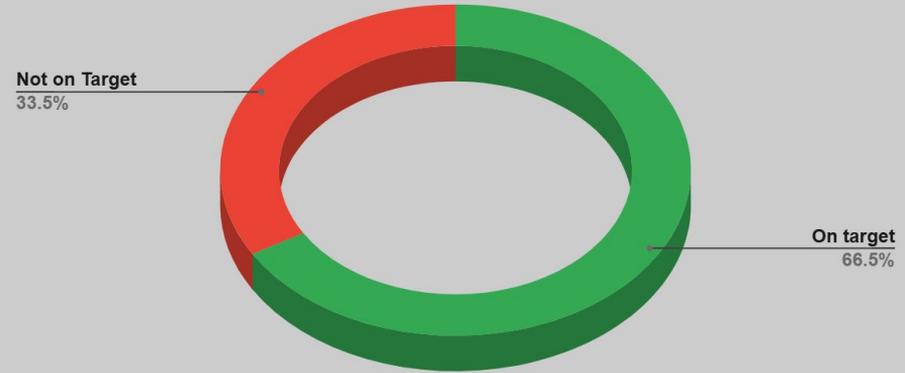
**-.1% From Fall**

# 7th grade last year to 8th grade this year

## 7th Grade-Phonics and Fluency Winter '23-'24



## 8th Grade-Phonics and Fluency Winter '24-'25



- 1.5% from last year to this year

# Glows

- Consistency from Garfield to elementary schools
- Phonemic awareness and implementation of Heggerty
- Kindergarten data
- LETRS training for 204 elementary teachers, 41 early childhood teachers, and 19 administrators
- Positive trend in data

# Grows

- Implementation of UFLI
- Increase use of connected text and decodables
- Continue implementation of targeted interventions in grades 5 - 8
- Select ELA curriculum during the 2025-2026 school year that gets away from Balanced Literacy

**Table 1.7: Progression of Word Study through the Grades**

—	—	—	—	—	<b>Greek-Derived Morphemes</b>		
—	—	—	<b>Derivational Morphology: Anglo-Saxon and Latin Roots, Prefixes, Suffixes</b>			—	
—	<b>Inflectional Morphology</b>			—	—	—	—
—	—	<b>Common Syllables, Syllabification</b>			—	—	—
—	<b>Fluent Recognition of Word Families (Rime Patterns)</b>			—	—	—	—
—	<b>300–500 Sight Words</b>		—	—	—	—	—
<b>Phoneme-Grapheme Correspondences</b>			—	—	—	—	—
<b>Basic Phonological Awareness</b>		<b>More Complex Phonemic Awareness</b>		—	—	—	—
<b>K</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7+</b>

# Questions?



## **MEMORANDUM**

**TO:** Board of Education  
**THRU:** Dr. Mike Dominguez, Superintendent  
**FROM:** Brandon Anderson, Director of Plant Facilities  
**DATE:** 02/06/2025  
**RE:** Consider and Act on proposals for a new inclusive play playground with ada compliant footing for Edith Scheuerman Elementary.

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### **ISSUE:**

Edith Scheuerman is next in the rotation for funding for a Playground upgrade. This project is budgeted for \$120,000 in the Long-Range Facilities Plan and we have access to SPED funds in the amount of \$50,000 for the balance of the funds.

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

### **BACKGROUND:**

Safe, inclusive playgrounds are essential to a well-rounded learning environment. Each year a different elementary receives funding for a substantial upgrade. This project began last Spring with discussions with Brandy Ochs, Principal at Edith Scheuerman and Plant Facilities Staff. After our original presentation it was discussed to be able to utilize Sped funds to help bolster the project by including an all-inclusive play surface and other inclusive play components. We had a final meeting with Principal Ochs, Gina Galpin and myself and decided to bring these 2 options forward to the Board.

### **ALTERNATIVES:**

You have 2 for your review, One from Next Generation Recreation (Playworld) with a turn key cost of \$162,015.00 after Sourcewell Discount and the other is from Cunningham Recreation (Gametime) for a turn key cost of \$164,834.07 after \$70,778.95 matching grant funds. Both quotes do not include sidewalk extension to the playground from existing sidewalk and fencing the playground.

### **RECOMMENDATION:**

The Playworld equipment is consistent with what we have been installing in past years. It has the Aero-Glide component for inclusive play along with ramps throughout. It is also proposed in ES school colors. The Cunningham Recreation proposal offers a few more play components and also ramps throughout the play area for inclusivity but does not have a center piece item similar to the Aero-Glide. Principal Ochs is good with either proposal, Mrs. Galpin prefers the Next Generation (playworld) option if SPED funds are to be used and Plant Facilities Staff recommends we go with the Next Generation (Playworld) proposal.

**FISCAL NOTE:**

**ATTACHMENTS:**

Next Generation Rec. Proposal  
Cunningham Recreation Proposal



# Garden City USD 457, Edith Scheuerman Elementary Custom Playground

## Garden City USD 457

1205 Fleming Street  
Garden City, KS 67846  
United States

## Brandon Anderson

banderson1@gckschools.com  
940.521.2301

Reference: 20250206-172137161

Quote created: February 6, 2025

Quote expires: February 28, 2025

Quote created by: Rodney Born

Recreation Design Specialist

rodney@nextgenrec.com

+18168540430

## Comments from Rodney Born

**All Equipment and Materials are shipped direct to client - Please see attached document named: "How to Receive a Shipment"**

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## **\*\*\*\*\*ALL Quotes are good for 30-Days only\*\*\*\*\***

Due to uncontrollable and ongoing changes directly effecting cost of goods, shipping, and material costs, If order is placed more than 30-Days past original date, a new quote must be requested and updated before placing order. If a new quote is not requested, we will update all quotes, and invoices prior to ordering.

## Products & Services

Item & Description	Quantity	Unit Price	Total
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Playworld Custom Playground for Edith Scheuerman Custom ADA Design with Wheelchair accessibility to Include:	1	\$98,836.00	\$98,836.00
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**\*\*AeroGlider** - Encourages cooperation & teamwork among children of all ages and abilities. EXTERIOR: Sleek, aerodynamic design screams action and fun! Unique stepping platform on both ends provides an opportunity for more kids to play and increases the swaying fun. Back high rails allow adults to help glide and get in on the fun! INTERIOR: Full 5' (1,52m) wheelchair turning radius. Enough room for two wheelchair users to sit side-by-side. Couches on each end for children and adults to enjoy the ride. Table features comfort grip hand holds.

**\*\*Twin Overlay** - Two nets offer a layered climbing experience with grid-patterned design and strategically placed openings to climb through. Complete with an Angled Flag, this component promises challenge and a sense of accomplishment to every daring climber.

**\*\*Playcube** - Put form, interest and playability virtually anywhere with the simple, iconic, irresistible PlayCubes 1.0. Based on the groundbreaking design of prominent architect/designer Richard Dattner, PlayCubes® offer rich physical, social and cognitive play value – with refreshingly fun ways to engage. This distinctive geometric shape invites interpretation, imagination and exploration – along with climbing in, on and through – for a totally unique, immersive play experience.

Tactile Panel, Ball Maze, Tic Tac Toe, Climbing Squares, Ball Maze, 24" Rise Funnel Tube, 2 Hex Coated Decks, 24" Glide Slide, 48" Glide Slide, Verti Climber, Scavenger Hunt, 60" Zig Zag Slide and 2 Wheelchair accessible Ramps with guardrails.

Item & Description	Quantity	Unit Price	Total
<p>RecXpert Installation, Playground Playcubes 10.1 CL w/Prism Pass.</p> <p>Complete Installation of all NEW Playworld Equipment at above mentioned address only. Including all materials and use of heavy equipment required, and all concrete supplies and labor for all inground footings. Includes disposal of all containers/ cardboard/ packaging used for shipping of equipment.</p>	1	\$32,616.00	\$32,616.00
<p>**Does NOT Include site prep, or any excavation, leveling or grading.</p>			
<p>** Our services are provided in accordance with industry standards. Any additional services beyond those outlined here will be subject to additional fees. *</p>			
<p>AB3 Compaction</p> <p>Up to 1,683 Sq Ft of AB3 compaction gravel base at a depth of up to 4 inches.</p>	1	\$5,987.00	\$5,987.00
<p>Our AB3 Compaction is a high-quality aggregate mix consisting of crushed limestone and limestone</p>			
<p>Rex Rubber - Bonded Rubber Mulch</p> <p>Up to 1682 Ft<sup>2</sup> - High Quality Multi-Color Bonded Rubber Safety Surfacing installed at a standard to meet 5ft fall height. This surfacing also meets and exceeds shock absorbing properties in accordance with the procedures outlined in ASTM F-1292-96 and ASTM F-1951-99, and standard specifications for Impact Attenuation of Surface Systems under and around playground equipment.</p>	1	\$25,230.00	\$25,230.00
<p>** Our services are provided in accordance with industry standards. Any additional services beyond those outlined here will be subject to additional fees. *</p>			
<p>*See Purchase Terms &amp; Conditions*</p>			
<p>JCurb Bordering System</p> <p>Bordering System for surfacing containment and Installation.</p>	1	\$5,450.00	\$5,450.00

Item & Description	Quantity	Unit Price	Total
Freight/Shipment Shipping costs associated with delivery of materials and equipment to location listed for this project.	1	\$3,780.00	\$3,780.00

\*\*Because of time constraints freight is estimated on this quote.

\*\*These are calculated at standard costs, without special equipment or storage. If lift gate, or "drop trailer" is needed, this cost will increase accordingly.

\*\*See Purchase Agreement for additional info\*\*

RecXpert Guarantee At Next Gen Rec we believe in Service and Respect. We believe in going out of our way to respect the property of the project always cleaning up after each day, and once we are completed with our part of the project, we will make sure we leave the area cleaner, and better than we found it. That is our guarantee to you!	1	\$0.00	\$0.00
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One-time subtotal	\$171,899.00
Pricing Discount - Sourcewell	(\$9,884.00)
<b>Total</b>	<b>\$162,015.00</b>

**Purchase terms**

**\*\*SEE PURCHASE TERMS & CONDITIONS ATTACHED\*\***

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**Sourcewell Pricing:**

**Playworld - PlayPower 010521-LTS**

02/15/2021 - 02/17/2026

**Garden City Unified School District 457**

1205 Fleming St

Garden City, KS 67846-4751

**Account #32275**

A 50% deposit is due prior to the placement of an order for materials, equipment or replacement parts and before mobilization for the project.

The remaining 50% for all materials, supplies and equipment will be invoiced to you and due 30 days after the ship date.

If Next Generation Recreation is performing the installation, the remaining balance including installation fees will be invoiced to you and due no later than 30 days following project completion.

**Any** order cancelled more than **15 Business Days** after placement will result in a **30% restocking fee** due immediately upon cancellation which will be deducted from all deposits, and remaining balance returned.

Next Generation Recreation **MUST be notified at least 15-days prior** to due date noted on invoice regarding any, and all delays in payment with good reason. Otherwise, late fees of 18% will accrue at 45 days past due.

**\*\*Sales Tax - will be added to final invoice unless Tax Exemption form is submitted, and on file prior to final invoice.**

**\*NOTICE\*** - If using Credit Card or any form of electronic payment, there will be a 3% transaction fee applied to the total invoice amount prior to sending final invoice.

## Signature

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Signature

---

Date

---

Printed name

### Questions? Contact me



Rodney Born  
Recreation Design Specialist  
rodney@nextgenrec.com  
+18168540430

Next Generation Recreation LLC  
P.O. Box 902008  
KANSAS CITY, Missouri 64190-2008  
United States

Proposal for

**Garden City USD #457  
Garden City, KS**

Prepared by



February 4, 2025

Job#:173495

Edith Scheuerman Elementary- Playground



800-438-2780 | [cunninghamrec.com](http://cunninghamrec.com)

Hello!

We are excited for the opportunity to work with you on your upcoming exciting new playground project! For almost 60 years, Cunningham Recreation has designed and built thousands of playgrounds for children of all ages and all abilities. We partner with municipalities, schools, architects and youth organizations to plan, design and build their vision from the ground-up.

Cunningham Recreation is the exclusive representative for GameTime park and playground equipment in North Carolina, South Carolina, Virginia, West Virginia, Arkansas, Kansas, Missouri, Illinois, Oklahoma, Texas, Tennessee, Iowa, Nebraska, North Dakota, South Dakota, Delaware, Maryland, and DC.

The following pages will provide greater detail about our proposal(s), more information on Cunningham Recreation and GameTime and how we can meet the goals of your project.

Please reach out with any questions or additional details. I look forward to working with you.

Sincerely,



Justin Long  
Sales Associate  
620-440-9831  
[justin@cunninghamrec.com](mailto:justin@cunninghamrec.com)



# About Cunningham Recreation and GameTime



Since 1929, GameTime has been a pioneer in the commercial playground equipment industry. GameTime has continued to bring meaningful research around the importance of play to the design, engineering, manufacture, and delivery of play equipment. GameTime Play Equipment's work has elevated industry standards on safety, physical and mental development, inclusion, and intergenerational interaction.

GameTime play systems, site furnishings and amenities are constructed from the highest quality materials and are backed by the industry's best warranty and customer service. Equipment is manufactured to meet current ASTM, CPSC and ADA guidelines for playground safety and accessibility.

For almost 60 years, Cunningham Recreation has been providing commercial park and playground equipment from design to construction. We are proud to serve as GameTime Play Equipment's exclusive representative in North Carolina, South Carolina, Virginia, West Virginia, Arkansas, Kansas, Missouri, Illinois, Oklahoma, Tennessee, Texas, Iowa, Nebraska, North Dakota, South Dakota, Delaware, Maryland, and DC.

Cunningham Recreation has adequate coverage in each territory to ensure our customers receive professional assistance and excellent customer service.

## Range of Installation and Services

GameTime holds an ISO 9001 certification, which validates our high-quality manufacturing standards and our commitment to excellence in the design, production, installation, inspection and testing of our products. Our ISO 14001 certification supports our dedication to environmental sustainability and our commitment to eliminating waste, implementing recycling practices in our manufacturing facility, and offering recycled and recyclable products to our customers.

Cunningham Recreation specializes in complete park and playground solutions. We offer a full range of commercial park and play equipment for children of all ages and all abilities, and we have completed thousands of installations.

Cunningham Recreation offers a variety of resources and design approaches for planning and maintaining parks and playgrounds.



Both Cunningham Recreation and GameTime are considered leaders in the playground industry. Why not partner with a leader? Our research, design principles, innovative products and available resources are at your disposal.



## SIGNATURE PROJECTS



### Ruby Grant Park – Norman, OK

This large fully inclusive playground with poured-in-place rubber blends perfectly in this 144 acre park in Norman, OK. It includes two GameTime play structures, freestanding zip tracks, inclusive whirl, hopscotch, music and adult outdoor fitness for a one of a kind multi-generational playground. Shaded benches, site furnishings and an area of respite for added guest comfort. A fun and engaging playground for all ages and abilities.

Total Cost: \$585,000

### Olivia's Playground – Salina, KS

This large river themed GameTime inclusive playground with custom poured-in-place rubber surfacing blends perfectly in this 10 acre park in downtown Salina, KS. It includes two play structures, zip tracks, inclusive swings, an interactive Lappset Yalp Sona dance and play arch, and features nets for a great climbing experience. Shaded benches and site furnishings for added guest comfort. A fun and engaging playground and outdoor fitness equipment area for all ages and abilities.

Total Cost: \$805,000



### Thank You First Responders Park – Sapulpa, OK

This inclusive playground features 6,800 sq. ft. of custom colored poured-in-place rubber safety surfacing, shade, various sensory rich play areas including outdoor musical, two large fully accessible ramped play structures and freestanding play components. These items include adaptive swings, GT Expression Swings, inclusive whirl, and a Lappset Yalp Sona interactive play and dance arch. The park also includes a Thrive 250, outdoor fitness area.

Total Cost: \$600,000



# Edith Scheuerman Elementary - Option 1 Garden City, KS

Design • Build • PLAY!



View 1



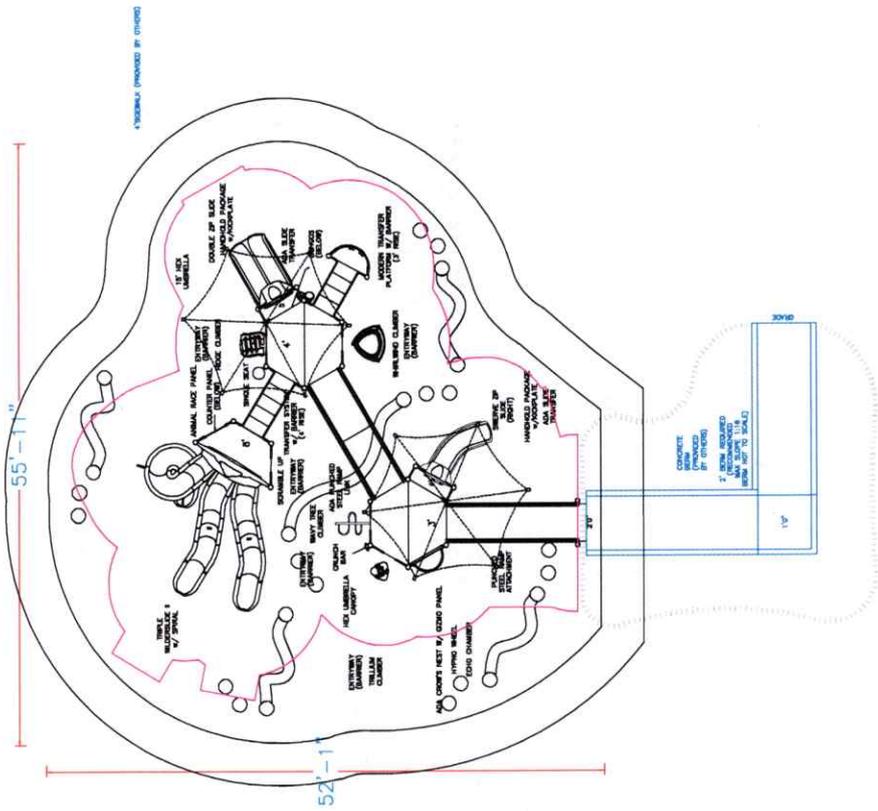
View 2



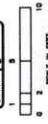
View 3



Accent/Arch: Periwinkle  
Basic: Black  
Deck: Gray  
HDPE: Orange  
2 Color HDPE: Orange/White  
Roto Plastic: Orange  
Rock/Scape Rock: Deep Granite  
Tube: Orange



SURFACING	
TYPE	PHP
SG	21.56
GFH	8



Drawn By:  
AD  
Date:  
1/24/2025  
Drawing Name:  
173495-01-01

**IMPORTANT:** Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. Consumer Product Safety Council and Canadian Standard CAN/CSA-2-614.

Minimum Area Required:  
Scale:  
This drawing can be scaled only when in an 11" x 17" format

This play equipment is recommended for children ages 5-12

**Edith Scheuerman Elementary - Playground Option 1**  
Garden City, KS  
Representative  
Cunningham Recreation



**GameTime**  
A PIAA CORP COMPANY  
150 PlayCore Drive SE  
Fort Payne, AL 35967  
www.gametime.com





GameTime c/o Cunningham Recreation  
 PO Box 240981  
 Charlotte, NC 28224  
 800.438.2780  
 704.525.7356 FAX

02/04/2025  
 Quote #  
 173495-01-01

## Edith Scheuerman Elementary- Playground Option 1

Garden City USD #457  
 Attn: Brandon Anderson  
 1901 Wilcox Street  
 Garden City, KS 67846  
 United States  
 Phone: 940-521-2301  
 banderson@gckschools.com

Ship to Zip 67846

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - PowerScape Modular Unit Ages 5-12 (per drawing) [Accent: _____] [Basic: _____] [Deck:Pvc: _____] [Accent2: _____] [RotoPlastic: _____] [HDPE: _____] [2ColorHDPE: _____] [Fabric1: _____] [RotoPlastic2: _____]	\$128,689.00	\$128,689.00
		(1) 4958 -- Hypno Wheel		
		(1) 4962 -- Echo Chamber		
		(2) 16465 -- Slide Transfer (Ada)		
		(1) 16712 -- Grade-1'-0"Deck Ramp		
		(1) 16717 -- 147" Ada Ramp Link		
		(2) 80687 -- Handhold/Kick Plate Pkg		
		(1) 81670 -- Crunch Bar		
		(1) 81680 -- Single Seat		
		(1) 81699 -- Bongos		
		(2) 90005 -- Two Piece Hex Deck, Ada Ramp Access		
		(1) 90024 -- 4'-0" Transfer System W/ Barrier		
		(1) 90176 -- Ada Crow'S Nest W/ Gizmo		
		(1) 90262 -- 4' Upright, Alum		
		(4) 90266 -- 8' Upright, Alum		
		(4) 90267 -- 9' Upright, Alum		
		(3) 90268 -- 10' Upright, Alum		
		(2) 90269 -- 11' Upright, Alum		
		(3) 90272 -- 14' Upright, Alum		
		(1) 90294 -- 2'-6"/3' Wavy Tree Climber		
		(1) 90354 -- Counter Panel		
		(1) 90508 -- 4' Double Zip Slide, Std Dk		
		(1) 90575 -- Scramble Up (6'-6" To 8'-0")		
		(1) 90592 -- Ridge Climber (Single)		
		(1) 90654 -- 3'-6"/4'-0" Zip Swerve Slide Right		
		(4) 90703 -- Straight Section Wilderslide li		



GameTime c/o Cunningham Recreation  
 PO Box 240981  
 Charlotte, NC 28224  
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02/04/2025  
 Quote #  
 173495-01-01

## Edith Scheuerman Elementary- Playground Option 1

Quantity	Part #	Description	Unit Price	Amount
		(2) 90705 -- Right Curve Section Wilderslide li		
		(2) 90709 -- Support Wilderslide li		
		(2) 90762 -- Long Exit ( Use On 7' & 8' Slides)		
		(1) 90778 -- Triple W Spiral		
		(5) 91139 -- Entryway - Barrier		
		(1) 91290 -- 3'6" - 4'0" Whirlwind		
		(1) 91578 -- Animal Race Panel		
		(1) 91608 -- 15' Sunblox Umbrella Canopy		
		(1) 91609 -- 15' Sunblox Umbrella Canopy		
		(1) 91666 -- Trillium Climber 3'-0" & 3'-6"		
		(1) 91718 -- Modern Transfer w/Barrier 3' Rise		
		(4) G90262 -- 4' Upright, Galv		
		(1) G90268 -- 10' Upright, Galv		
		(1) G90269 -- 11' Upright, Galv		
		(1) G90271 -- 13' Upright, Galv		
		(1) G90273 -- 15' Upright, Galv		
1	178749	GameTime - Owner's Kit	\$92.08	\$92.08
1	INSTALL	MISC - Installation of above -	\$35,390.00	\$35,390.00
1	INSTALL	MISC - Provision and Installation of drainage-	\$3,125.00	\$3,125.00
2156	PIP	GT-Impax - Poured-in-Place Safety Surfacing; per sq. ft.- <ul style="list-style-type: none"> <li>• POURED IN PLACE</li> <li>• COLOR IS 50/50 BLACK/STANDARD</li> <li>• 4.25" THICKNESS FOR 8'-9' CFH</li> <li>• DUMPSTER INCLUDED</li> <li>• 4" THICK STONE BASE</li> </ul>	\$29.25	\$63,063.00
1	ADD ON	GT-Impax - Optional Add Ons- **Please circle and add cost to total for the add-ons listed below** Additional Freight will apply. +ADD \$4,060 for graphics as shown in 2D		
Contract: OMNIA #2017001134			<b>Sub Total</b>	\$230,359.08
			<b>Discount</b>	(\$70,778.95)
			<b>Freight</b>	\$5,254.94
			<b>Total</b>	<b>\$164,835.07</b>

### Comments

**\*INSTALLATION:** Site must be clear, level, free of obstructions, and accessible. Site should permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional costs.

**\*Customer responsible for all site work and borders (or priced upon request).**



GameTime c/o Cunningham Recreation  
PO Box 240981  
Charlotte, NC 28224  
800.438.2780  
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02/04/2025  
Quote #  
173495-01-01

## Edith Scheuerman Elementary- Playground Option 1

### GAMETIME - TERMS & CONDITIONS:

- **PRICING:** Due to fluctuating economic conditions, pricing is valid for 30 days and is subject to change. Please request updated pricing if your quote is older than 30 days before making a purchase.
- **TERMS OF SALE:** For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than \$5,000. Payment by VISA, MasterCard, or AMEX is accepted (**If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.**). Checks should be made payable to Playcore Wisconsin, Inc. dba GameTime unless otherwise directed. **Any order exceeding \$300,000 will require progress payments during the course of completion.**
- **CREDIT APPLICATION:** Required for all non-governmental agencies and those entities who have not purchased from GameTime within the previous twelve calendar months.
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- **CASH WITH ORDER DISCOUNT:** Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount. Consult local sales representative for CWO terms.
- **ORDERS:** All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. dba GameTime.
- **FREIGHT CHARGES:** Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- **SHIPMENT: Standard Lead time is 6-8 weeks (some items may take longer)** after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- **PACKAGING:** All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- **RECEIPT OF GOODS:** Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- **RETURNS:** Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.
- **TAXES:** Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.

### INSTALLATION CONDITIONS:

- **ACCESS:** The site must be clear, level, and provide unrestricted access for trucks and machinery. Any site that is inaccessible may incur additional charges.
- **STORAGE:** The customer is responsible for providing a secure area for off-loading and storing equipment during installation. Once equipment is delivered to the site, the owner assumes responsibility for any theft or vandalism unless alternative arrangements are made and documented in the quotation.
- **FOOTER EXCAVATION:** Installation pricing is based on footer excavation through earth/soil only, prior to the installation of drains, subbase, or surfacing. The customer is responsible for any unforeseen conditions such as buried utilities (public or private), tree stumps, rocks, or any other concealed materials or conditions that may result in additional labor or material costs.
- **UTILITIES:** The installer will contact 811 to locate all public utilities before layout and excavation of footer holes. The owner is responsible for identifying any private utilities. Cunningham Recreation and the installer are not liable for any damage to unmarked private utilities.
- **ADDITIONAL COSTS:** Pricing is based on a single mobilization for installation unless otherwise stated. The price includes only the items specified in this quotation. Additional site work or specialized equipment needs may result in price adjustments.
- **SITE CONDITIONS:** The site must have a slope of less than 1.5%. Any excavation or grading required to achieve an acceptable slope is the responsibility of others unless otherwise noted. All demolition and site preparation must be completed before the installation crew is mobilized.
- **GENERAL INSTALLATION NOTES:** Installation will be performed according to the manufacturer's specifications by a GameTime-certified installer. A one-year warranty on all labor is provided from the date of completion. Product warranty and service claims may not include labor.



A PLAYCORE Company

GameTime c/o Cunningham Recreation  
PO Box 240981  
Charlotte, NC 28224  
800.438.2780  
704.525.7356 FAX

02/04/2025  
Quote #  
173495-01-01

## Edith Scheuerman Elementary- Playground Option 1

### ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Accepted By (printed): \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

P.O. Number: \_\_\_\_\_ Date: \_\_\_\_\_

Purchase Amount: **\$164,835.07**

SALES TAX EXEMPTION CERTIFICATE #: \_\_\_\_\_

(PLEASE PROVIDE A COPY OF CERTIFICATE)

\_\_\_\_\_  
Salesperson's Signature

\_\_\_\_\_  
Customer Signature

### BILLING INFORMATION:

Bill to: \_\_\_\_\_

Contact: \_\_\_\_\_

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

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

City, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

### SHIPPING INFORMATION:

Ship to: \_\_\_\_\_

Contact: \_\_\_\_\_

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

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

City, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_



## POWERSCAPE

GameTime's premier 5" play system for ultra-tough durability.

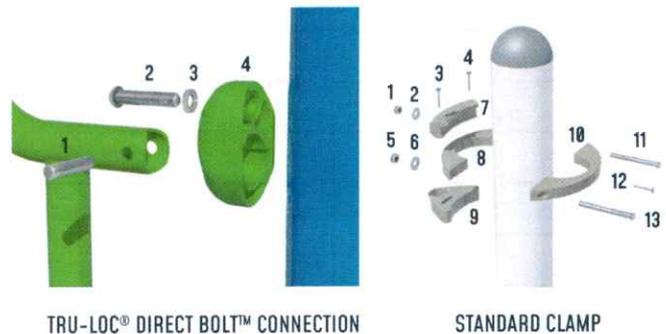
### EVERYTHING YOU WANT FROM A PLAY SYSTEM

- 5" diameter uprights available in aluminum or galvanized steel
- An extensive offering of play components and signature products
- Lifetime limited warranty on uprights, posts and hardware
- Tru-Loc® offers connections with up to 66% less hardware for easier construction and maintenance
- Largest decks in the industry and slip-resistant Tuff Clad® deck coatings for increased footing
- Entry archways to help direct traffic and prevent inadvertent falls
- Tough, baked-on powder coat finish
- Exclusive Direct Bolt™ technology
- IPEMA certified to ASTM standards

### THE TRU-LOC ADVANTAGE

Our patented Tru-Loc® is far superior to the average "clamp around" system!

- Patented Direct Bolt connections are stronger and more durable than other methods
- Connection offers sleeker lines and cleaner designs
- Tru-Loc® Panel Connector is ASTM/EN/CSA compliant
- Smooth "kid-friendly" connection point, no rough edges
- Connections are concealed within the sleeve, no exposed hardware





## POURED IN PLACE RUBBER

A durable, accessible surface with creative color and design options.



### DESCRIPTION

A popular unitary surface choice, GT Impax PIP provides a seamless, accessible play surface, with many color choices that can be laid in patterns, or mixed to create different shades and tones of color.

GT Impax PIP Rubber requires trained installation crews to produce a surface that is as attractive as it is durable.

The final product will be long-lasting, attenuating, and inclusive.

### BASIC SPECIFICATIONS

Product is comprised of two layers consisting of an impact layer made of clean, recycled rubber and a wear layer, comprised of virgin EPDM or TPV granules. Binder is a basic single component aromatic or aliphatic polyurethane agent. Product is to be installed over asphalt, concrete, or compacted sub base aggregate. Temperature should be minimum of 40-45 degrees and a maximum of 95 degrees Fahrenheit during installation. Thicknesses will vary to meet specific playground equipment fall height. This product meets ASTM standards for playground surfaces. For more information, please refer to our complete product specification.

### AT A GLANCE

**Maintenance:** Mid Low

**Access:** High

**Warranty:** 5-7 years

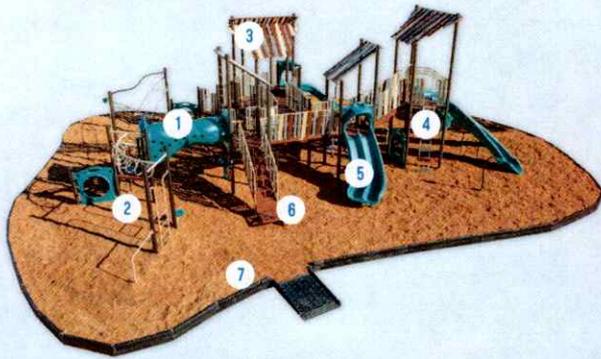
**Color Options:** 12+

### BENEFITS

- One of the most accessible options available
- Uniform, stable route of travel
- Lower maintenance
- Ideal for themed graphics to add play value and color

### TIPS

- Mixing black granules with your color choices will help reduce costs
- Some binders may amber initially but eventually return to colorless
- Preventative top-coats are recommended every 12-18 months



- 1 100% recyclable plastics are manufactured using efficient processes
- 2 Steel tubing is 100% recyclable and contains 50% post-consumer recycled materials
- 3 100% recycled plastic lumber
- 4 Aluminum uprights are 100% recyclable and contain 65% pre-consumer and 10% post-consumer recycled content
- 5 100% recyclable plastics
- 6 Steel decks and stairs are 100% recyclable and contain 30% pre-consumer and 68% post-consumer recycled content
- 7 100% recycled plastic curbs



## ENVIRONMENTAL RESPONSIBILITY

Environmentally responsible play systems that last for decades, not years.

### OUR PLAYGROUNDS ARE DESIGNED FOR FAMILIES AND TO MINIMIZE THE IMPACT ON THE PLANET WHERE WE PLAY.

It's our responsibility to act as stewards of our planet and its natural resources. It's also our mission to create fun, active, and innovative places for families to gather and play. Our environmental sustainability efforts are intended to help ensure children of today can take their grandchildren to playgrounds in the future. Our approach to stewardship and sustainability encompasses every aspect of our company - from the way we manufacture our products to how we do business. Children learn many valuable life skills on playgrounds. We've learned some important lessons, too. We continuously strive to be environmentally responsible and to make sure future generations benefit from our efforts.

### RECYCLING (ANNUAL)

Cardboard: 28.55 tons	Fork lift batteries: 48 lbs.
Paper: 12.25 tons	PVC trimmings: 1,681 lbs.
Scrap plastics: 37,586 lbs.	Steel: 2,791,275 lbs.
Computer equipment: 5,526 lbs.	Aluminum: 27,965 lbs.
Plastic bottles: 23,850	Cartridges: 260
Fluorescent bulbs: (4') 428	Trash can lids: 220 lbs.
Ballasts: 83 lbs.	Polyurea (liquid): 100 gal.

### 125,000 INDIVIDUAL PARTS 400,000 SQUARE FEET ONE ENVIRONMENTAL COMMITMENT

- We work with our suppliers to source the most environmentally preferable materials for our products.
- We include as much pre-consumer and post-consumer recycled content in our products as possible – without compromising the quality, durability, and performance.
- We're updating light fixtures, upgrading air compressors, and conducting energy audits because every small improvement leads to significant reductions in our overall environmental impact.
- We've implemented a variety of initiatives to reduce water consumption in our facilities, including the use of high-efficiency technology for product painting and washing.
- We recycle the vast majority of waste at our manufacturing facility, including 100% of manufacturing process waste like scrap metal, rotationally molded plastic and paper. We recycle the majority of our administrative waste, too.

# COMPLIANCE

Industry standards set a minimum level that playground manufacturers must meet. We meet or exceed those standards, because we understand that the ultimate playground offers peace of mind, as well as playful experiences.

## AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

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Several key people at GameTime, including our Manager of Compliance and Standards, serve on the ASTM committee that sets the standards for the entire playground industry. GameTime products conform to that standard, ASTM F1487- 07, the Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.

## CPSC

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The Consumer Product Safety Commission is an independent agency within the United States Federal Government with the authority to inform the public of current product safety performance information and recommended practices. The CPSC first published their guidelines for public playgrounds in 1981 and have updated their publication since then. The current CPSC Handbook for Public Playground Safety, publication #325, is an excellent guide for owners and operators of public play environments.

## IPEMA EQUIPMENT CERTIFICATION

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GameTime is one of the founding members of IPEMA, and several of our people serve as board members, committee members and chairpersons of the association. In the interest of public playground safety, IPEMA provides a 3rd party certification, to validate conformance to established standards. Our use of the IPEMA seal is your assurance that GameTime has received written validation from an independent lab that the products associated with the seal conform with the ASTM standard, as well as the Canadian CSA standard CAN Z-614. A list of our validated products may be found on the IPEMA website, [www.ipema.org](http://www.ipema.org).

## IPEMA SURFACING CERTIFICATION

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GameTime's GT Impax product provides you with the assurance that our surfacing has been certified as compliant to the appropriate ASTM standard. In the interest of public playground safety, IPEMA provides a third party certification to validate a manufacturer's conformance to the ASTM F-1292-99 Standard Specification for Impact Attenuation of Surface Systems Under And Around Playground Equipment. The use of the IPEMA Certification Seal signifies that the manufacturer has received written validation from the independent laboratory that the product associated with the use of the seal conforms with the requirements of ASTM F1292-99. A complete list of our validated products may be found on the IPEMA website at [www.ipema.com](http://www.ipema.com).

## ADA

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GameTime is the only manufacturer to have a lab partnership with an Institute for children with special needs, so that we can develop and test our accessible products before bringing them to market. GameTime is the only manufacturer to meet accessibility guidelines on all of its pre-designed PowerScape and PrimeTime playground plans. We also recommend accessible surfacing options. For more information, log on to [www.access-board.gov](http://www.access-board.gov)

## ISO 9001:2000

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GameTime is the first playground manufacturer to obtain the ISO9001:2000 standard. In order to obtain this certification, the company's manuals, policies, objectives and quality procedures are closely examined during a surveillance audit by ISO representatives. Strict attention is paid to policies and procedures in manufacturing, communication channels, system monitoring, customer relations and order processing, which are reviewed for consistency and standards. Companies who meet the standard are awarded the ISO designation.

## TUV

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An international organization that is a European Union Notified and Competent Body, providing testing and certification. Use of the TUV seal demonstrates that products have passed a comprehensive testing procedure based upon the European Harmonized Standard for Commercial Playground Equipment, and that the GameTime plant is regularly monitored by TUV.

# INSURANCE

GameTime has \$51 Million in product liability insurance.



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/02/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh USA Inc. Two Alliance Center 3560 Lenox Road, Suite 2400 Atlanta, GA 30326 Attn: Atlanta.CertRequest@marsh.com / Fax: 212-948-4321 CN102326389-CAS-GAUWX-19-20	<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):														
<b>INSURED</b> GameTime A Division of PlayCore WI, Inc. 150 PlayCore Drive SE Fort Payne, AL 35967	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Evanston Insurance Company</td> <td>35378</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Company Of America</td> <td>25674</td> </tr> <tr> <td>INSURER C : ACE Property And Casualty Ins Co</td> <td>20699</td> </tr> <tr> <td>INSURER D : The Travelers Indemnity Company of America</td> <td>25666</td> </tr> <tr> <td>INSURER E : National Union Fire Ins Co. of Pittsburgh PA</td> <td>19445</td> </tr> <tr> <td>INSURER F : The Charter Oak Fire Insurance Co.</td> <td>25615</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Evanston Insurance Company	35378	INSURER B : Travelers Property Casualty Company Of America	25674	INSURER C : ACE Property And Casualty Ins Co	20699	INSURER D : The Travelers Indemnity Company of America	25666	INSURER E : National Union Fire Ins Co. of Pittsburgh PA	19445	INSURER F : The Charter Oak Fire Insurance Co.	25615
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**COVERAGES**      **CERTIFICATE NUMBER:** ATL-004720415-32      **REVISION NUMBER:** 12

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR \$250,000 Per Occ. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		MKLV2PBC000367	08/01/2019	08/01/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 POLICY AGGREGATE \$ 10,000,000
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		TJ-CAP-90897065TIL-19	08/01/2019	08/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp./Coll. Ded. \$1,000 \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 25,000		XOOG71549501 001	08/01/2019	08/01/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
F	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	UB-2N106953-19-51-R UB-2N159031-19-51-K UB-7J602089-19-14-G (See Additional Page.)	08/01/2019	08/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Excess Umbrella		BE 015899319	08/01/2019	08/01/2020	Each Occurrence 15,000,000 Aggregate 15,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
For Information Only

<b>CERTIFICATE HOLDER</b> GameTime A Division of PlayCore Wisconsin, Inc. 150 PlayCore Drive SE Fort Payne, AL 35967	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
--	---

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

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GameTime's per occurrence insurance policy is one of the strongest in the industry. By definition, a Per Occurrence policy provides coverage for an accident that occurred during the term of the policy, even if the policy is subsequently changed or terminated. This is superior to a Claims Made policy, which does not provide such coverage. The certificate pictured is for informational purposes only, and may not be current. A copy of the current certificate is available on request.

# WARRANTY

GameTime offers a comprehensive warranty on all of our products.

For the purpose of this warranty, "lifetime" encompasses no specific term of years, but rather that the Seller warrants to its original customer for as long as the original customer owns the product, and uses the product for its intended purpose, that the product and all its parts will be free from defects in material and manufacturing workmanship.

- **Lifetime limited warranty** on PowerScape®, PrimeTime®, Xscape® & IONiX® and Modern City® uprights.
- **Lifetime limited warranty** on Tru-Loc® connections and upright bolt-through connections.
- **Lifetime limited warranty** on all hardware.
- **Twenty-Year limited warranty** on Timber Décor & Timbers recycled plastic lumber.
- **Fifteen-Year limited warranty** on metal decks, pipes, rungs, rails, loops, braces, and footbucks.
- **Fifteen-Year limited warranty** on rotationally-molded products.
- **Fifteen-Year limited warranty** on VistaRope™ nylon bearings and ring junction pieces.
- **Ten-Year limited warranty** on GTFit®, THRIVE® and Challenge Course posts & bars.
- **Ten-Year limited warranty** on site furnishings against structural failure.
- **Ten-Year limited warranty** on SunBlox products.
- **Ten-Year limited warranty** on fiberglass and DHPL signage.
- **Ten-Year limited warranty** on VistaRope™ WeaveTech™ cables.
- **Five-Year limited warranty** on Tuff Forms® structures, including TuffCrete and PolyShield.
- **Five-Year limited warranty** on nylon-covered cable net climbers and components.
- **Five-Year limited warranty** on GT Symphony Freenotes™ Harmony Park components.
- **Five-Year limited warranty** on Super Seats.
- **Five-Year limited warranty** on premature wear of VistaRope cables.
- **Three-Year limited warranty** on EveryBODY Plays® polyurea coated foam & rubber strips.
- **Three-Year limited warranty** on SaddleMates rubber and "C"-springs.
- **Three-Year limited warranty** on rubber seat and rubber mats for net events.
- **One-Year limited warranty** on Challenge Course timing components.
- **One-Year limited warranty** on all other GameTime products.

TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXPRESSLY IN LIEU OF ANY OTHER IMPLIED OR EXPRESSED WARRANTIES OR REPRESENTATIONS BY ANY PERSON, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS. Warranties do not cover damage caused by vandalism or abuse. Warranty claims must be filed within the applicable warranty period and accompanied by a copy of the original invoice or GameTime invoice number.

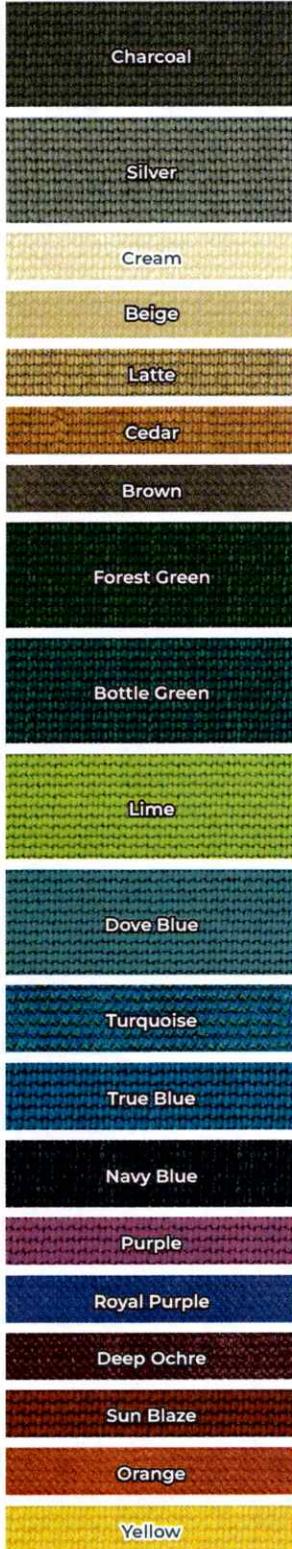
# MATERIAL COLOR OPTIONS

METAL	PLASTIC	HDPE	2 COLOR HDPE
Black		Black	Black/White
Starlight Black	Champagne	Dolphin Gray	Gray/Black
Metallic			White/Black
White			Beige/Green
Vanilla	Beige	Beige	Brown/White
Champagne			Green/White
Beige	Brown	Brown	Spring Green/White
Brown			Azure/White
Bronze	Green	Green	Sky Blue/White
Dark Green	Chartreuse	Spring Green	Blue/White
Green			Purple/White
Sage	Spring Green	Azure	Burgundy/White
Ice Butter			Red/White
Ice Mint			Orange/White
Chartreuse	Azure	Azure	Yellow/Black
Spring Green	Sky Blue	Sky Blue	
Ocean	Blue	Blue	
Azure	Periwinkle	Purple	
Sea Mist	Royal Purple	Burgundy	
Sky Blue	Burgundy	Red	
Blue	Red	Orange	
Periwinkle	Orange	Yellow	
Royal Purple	Yellow		
Burgundy			
Red			
Orange			
Butterscotch			
Yellow			

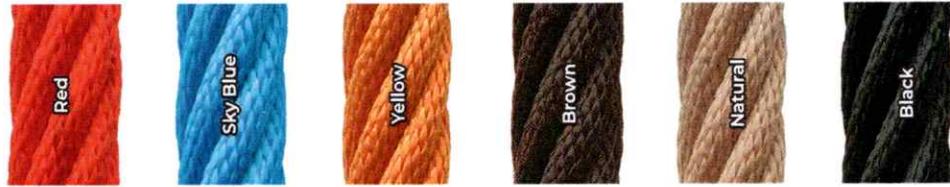
Actual colors may differ from the images represented here. Contact your local GameTime representative for sample materials

# MATERIAL COLOR OPTIONS

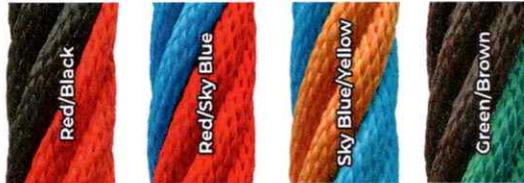
## SHADE FABRIC



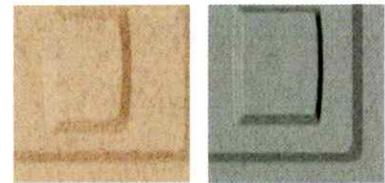
## VISTAROPETM STANDARD



## VISTAROPETM CUSTOM



## SPECIAL ROCK



\*Colors for VistaRope products only. All standard GameTime ropes are black.

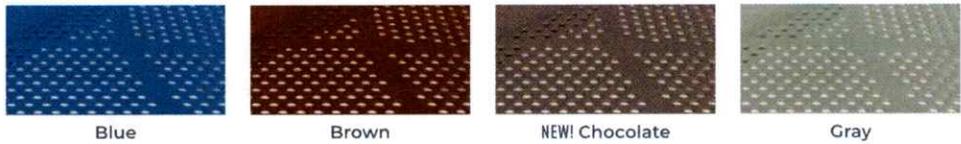
## WALLCANO® HANDHOLDS



## SITE RECYCLED PLASTIC LUMBER



## DECKS

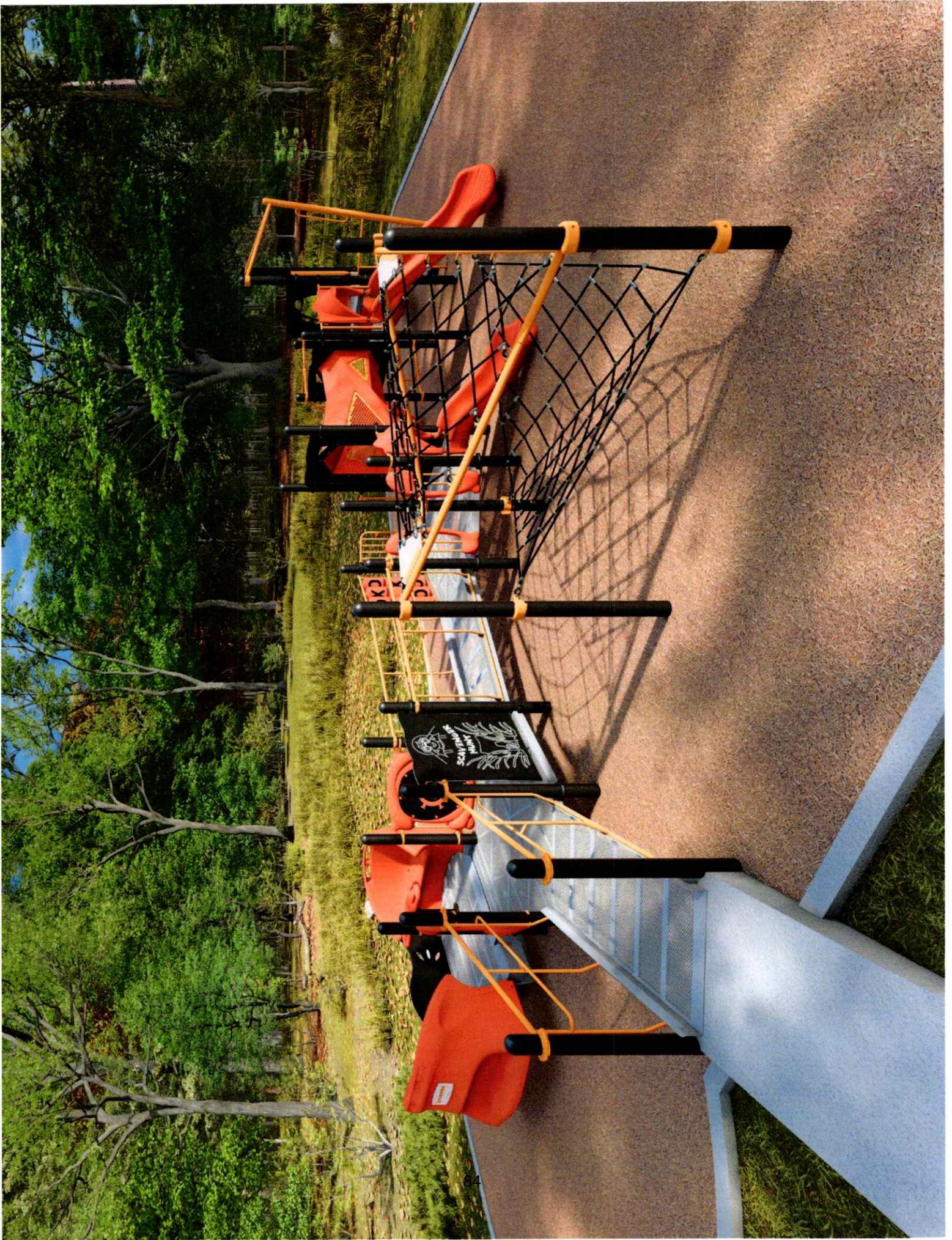












# Edith Scheerman Elementary

Garden City Public Schools



EQUIPMENT SIZE:  
≈42' x 35'

USE ZONE:  
58' 3" x 48' 10"

AREA:  
1682 SqFl.

PERIMETER:  
168 FL.

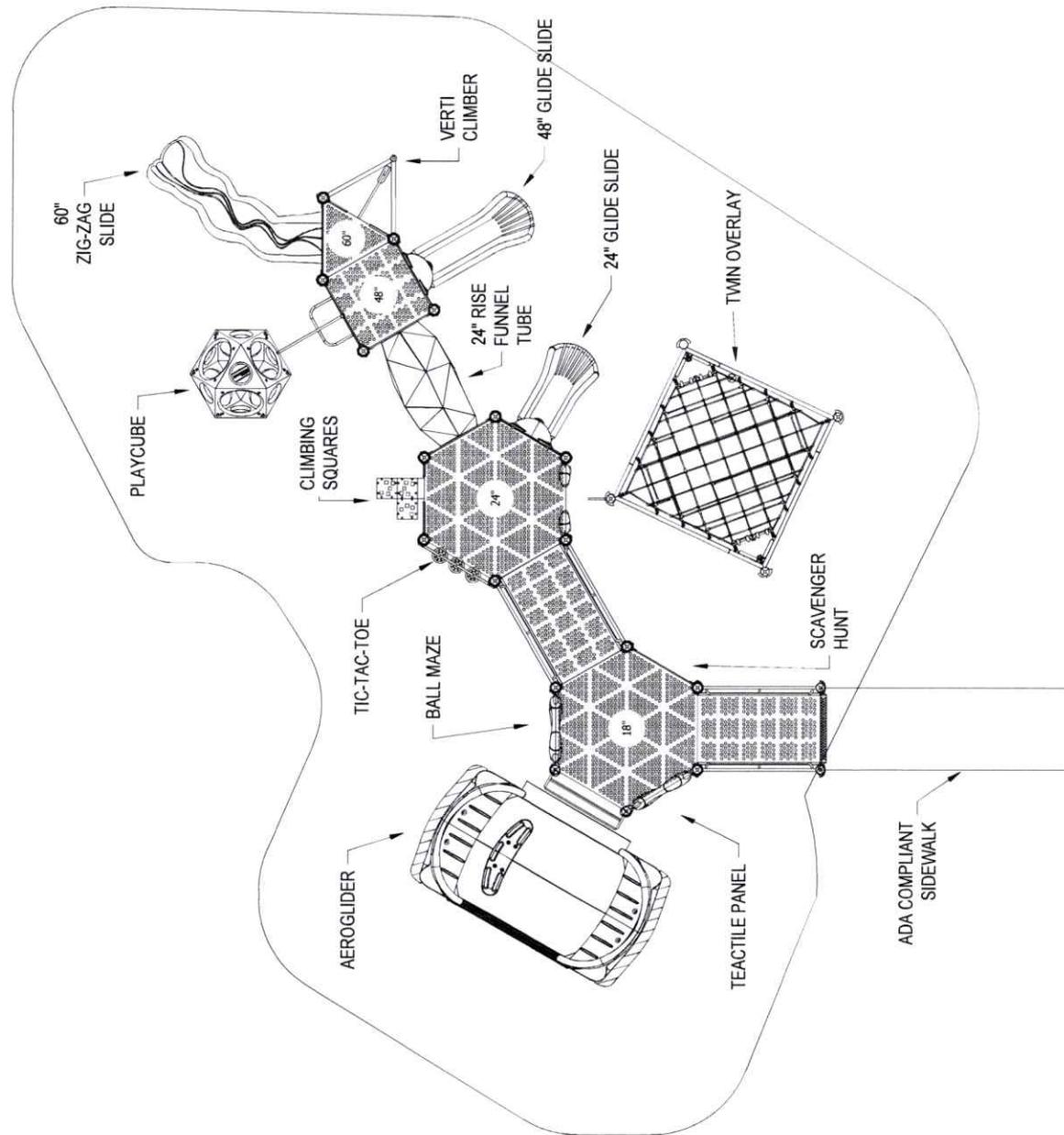
FALL HEIGHT:  
5' FL.

USER CAPACITY:  
80

AGE GROUP:  
5-12



PROJECT NO: EDITH-OPT1-2025	SCALE: 3/16"=1'-0"
DRAWN BY: EGM	Paper Size <b>B</b>
DATE: 1/15/2025	





# GARDEN CITY PUBLIC SCHOOLS

## MEMORANDUM

**TO:** Board of Education  
**THRU:** Dr. Mike Dominguez, Superintendent  
**FROM:** Drew Thon, HR Director  
**DATE:** 2-12-2025  
**RE:** School Calendar Approval (2026-27 School Year)

---

### **ISSUE:**

It is time for the Board of Education to approve a calendar for the 2026-27 school year. The Calendar Committee has been meeting for the past 3 months developing two calendar options based on staff and community surveys and feedback. Following a staff vote, the committee is recommending the Traditional Calendar based off of overwhelming staff support, 66% supporting the calendar.

### **BACKGROUND:**

Over the past three months, the Calendar Committee, consisting of district staff and stakeholders, has worked to design a calendar that balances instructional needs, staff preferences, and community input. Surveys were distributed to gather feedback, and discussions were held to refine the options. Two final versions emerged:

- **Option 1:** A traditional calendar, closely aligned with previous years.
- **Option 2:** A non-traditional approach, giving all staff and students federal holidays off.

A district-wide vote determined the Traditional Calendar as the preferred choice.

### **ALTERNATIVES:**

- **Approve Option 1 (Traditional Calendar)** – A traditional calendar that aligns with historical scheduling patterns.
- **Approve Option 2 (Federal Holiday Calendar)** – A non-traditional calendar that includes all federal holidays as non-school days.
- **Modify one of the calendars** – The Board may adjust dates while staying within the parameters of the negotiated agreement.

### **RECOMMENDATION:**

The Calendar Committee recommends the Traditional Calendar as the best choice for the district. However, the Board has the authority to approve, modify, or select an alternative calendar, as long as it adheres to the negotiated agreement.

**FISCAL NOTE:**

There are no significant financial implications associated with either calendar option, as both maintain the required number of instructional days and contract obligations. However, changes to professional development days, holidays, or work schedules could have minor impacts on operational costs.

**ATTACHMENTS:**

- **Proposed 2026-27 School Calendar (Option 1)**
- **Proposed 2026-27 School Calendar (Option 2)**
- **Summary of Survey Results**
- **Voting Results**

July 2026						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2026						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2026						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October 2026						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

4-6 New Teacher Inservice (NS)  
 7,10 Teacher Inservice (NS)  
 11 Teacher Workday (NS)  
 12 School AM (Grades K-4,5,7,9-10 & new students)  
 Teacher Workday PM

7 Labor Day (NS)  
 28 Teacher Inservice (NS)

9 End of Grading Period  
 12 Teacher Inservice AM (NS)  
 Teacher Workday PM  
 22-23 Parent/Teacher Conference (NS)

November 2026						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 2026						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

January 2027						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February 2027						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

23-27 Fall Vacation (NS)

17 End of Grading Period  
 18 Teacher Inservice (NS)  
 21-31 Winter Vacation (NS)

1 Winter Vacation (NS)  
 4 Teacher Workday (NS)  
 5 Teacher Inservice (NS)  
 6 School Resumes  
 29 New Teacher Inservice (NS)

15 Teacher Inservice AM (NS)  
 Teacher Workday PM  
 25-26 Parent/Teacher Conference (NS)

March 2027						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April 2027						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May 2027						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June 2027						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

10 End of Grading Period  
 15-19 Spring Break (NS)  
 26 Spring Vacation (NS)  
 29 New Teacher Inservice (NS)

16 Teacher Inservice (NS)

20 Last Day of School  
 21 Teacher Workday AM (NS)

<p>  = New Teacher Orientation (NS)   = Holiday/Vacation (NS)   = District Work/Inservice (NS)   = Parent/Teacher Conference (NS)   = Half Day of School  <b>NS</b> = No School                 </p>	<p> <b>Inservices (7)</b> = 8/7, 8/10, 9/28, 10/12*, 12/18, 1/5, 2/15*, 4/16   <b>Workdays (4)</b> = 8/11, 8/12*, 10/12*, 1/4, 2/15*, 5/21*   <b>Snow Days (May 3-4)</b>  <b>Graduation Weekend (May 15-16)</b>                       * = 1/2 Day                 </p>	<p> <b>1159 Hour Calendar</b>                      (6 hours, 40 minutes)                 </p> <table border="0"> <tr> <td>1<sup>st</sup> Grading Period</td> <td>40.5</td> <td rowspan="2">}</td> <td rowspan="2"><b>83.5</b></td> </tr> <tr> <td>2<sup>nd</sup> Grading Period</td> <td>43.0</td> </tr> <tr> <td>3<sup>rd</sup> Grading Period</td> <td>44.0</td> <td rowspan="2">}</td> <td rowspan="2"><b>87.0</b></td> </tr> <tr> <td>4<sup>th</sup> Grading Period</td> <td>43.0</td> </tr> <tr> <td colspan="3"></td> <td><b>170.5</b></td> </tr> <tr> <td colspan="3"><b>Teacher Contract Days</b></td> <td><b>181.5</b></td> </tr> </table>	1 <sup>st</sup> Grading Period	40.5	}	<b>83.5</b>	2 <sup>nd</sup> Grading Period	43.0	3 <sup>rd</sup> Grading Period	44.0	}	<b>87.0</b>	4 <sup>th</sup> Grading Period	43.0				<b>170.5</b>	<b>Teacher Contract Days</b>			<b>181.5</b>
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<b>Teacher Contract Days</b>			<b>181.5</b>																			

# 2026 - 2027 School Calendar

Unified School District 457 ▪ Garden City, Kansas 67846

## Traditional Calendar

July 2026						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2026						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2026						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October 2026						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

4-6 New Teacher Inservice (NS)  
 7,10 Teacher Inservice (NS)  
 11 Teacher Workday (NS)  
 12 School AM (Grades K-4,5,7,9-10 & new students)  
 Teacher Workday PM

7 Labor Day (NS)  
 28 Teacher Inservice (NS)

9 End of Grading Period  
 12 Teacher Inservice AM (NS)  
 Teacher Workday PM  
 22-23 Parent/Teacher Conference (NS)

November 2026						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 2026						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

January 2027						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February 2027						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

23-27 Fall Vacation (NS)

17 End of Grading Period  
 18 Teacher Inservice (NS)  
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1 Winter Vacation (NS)  
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 5 Teacher Inservice (NS)  
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 29 New Teacher Inservice (NS)

15 Teacher Inservice AM (NS)  
 Teacher Workday PM  
 25-26 Parent/Teacher Conference (NS)

March 2027						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April 2027						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May 2027						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June 2027						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

10 End of Grading Period  
 15-19 Spring Break (NS)  
 26 Spring Vacation (NS)  
 29 New Teacher Inservice (NS)

16 Teacher Inservice (NS)

20 Last Day of School  
 21 Teacher Workday AM (NS)

<p>◡ = New Teacher Orientation (NS)                  □ = Holiday/Vacation (NS)                  ◻ = District Work/Inservice (NS)                  ○ = Parent/Teacher Conference (NS)                  — = Half Day of School                  NS = No School</p>	<p><b>Inservices (7)</b> = 8/7, 8/10, 9/28, 10/12*, 12/18, 1/5, 2/15*, 4/16</p> <p><b>Workdays (4)</b> = 8/11, 8/12*, 10/12*, 1/4, 2/15*, 5/21*</p> <p><b>Snow Days (May 3-4)</b>  <b>Graduation Weekend (May 15-16)</b>                  89</p> <p>* = 1/2 Day</p>	<p><b>1159 Hour Calendar</b>                  (6 hours, 40 minutes)</p> <table> <tr> <td>1<sup>st</sup> Grading Period</td> <td>40.5</td> <td rowspan="2">} 83.5</td> </tr> <tr> <td>2<sup>nd</sup> Grading Period</td> <td>43.0</td> </tr> <tr> <td>3<sup>rd</sup> Grading Period</td> <td>44.0</td> <td rowspan="2">} 87.0</td> </tr> <tr> <td>4<sup>th</sup> Grading Period</td> <td>43.0</td> </tr> <tr> <td colspan="2"></td> <td><b>170.5</b></td> </tr> <tr> <td colspan="2"></td> <td><b>Teacher Contract Days 181.5</b></td> </tr> </table>	1 <sup>st</sup> Grading Period	40.5	} 83.5	2 <sup>nd</sup> Grading Period	43.0	3 <sup>rd</sup> Grading Period	44.0	} 87.0	4 <sup>th</sup> Grading Period	43.0			<b>170.5</b>			<b>Teacher Contract Days 181.5</b>
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		<b>170.5</b>																
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# 2026 - 2027 School Calendar

Unified School District 457 • Garden City, Kansas 67846

# Federal Holiday Calendar

July 2026						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2026						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	<del>12</del>	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2026						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October 2026						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

- 5-7 New Teacher Inservice (NS)
- 10 Teacher Inservice (NS)
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- 12 School AM (Grades K-4,5,7,9-10 & new students)  
Teacher Workday PM

- 7 Labor Day (NS)
- 25 Teacher Inservice (NS)

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Teacher Workday PM
- 22-23 Parent/Teacher Conference (NS)

November 2026						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 2026						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

January 2027						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February 2027						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

- 11 Federal Holiday (NS)
- 23-27 Fall Vacation (NS)

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- 15 Federal Holiday (NS)
- 16 Teacher Inservice AM (NS)  
Teacher Workday PM
- 25-26 Parent/Teacher Conference (NS)

March 2027						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April 2027						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May 2027						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June 2027						
S	M	T	W	T	F	S
	1	2	3	4	5	
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

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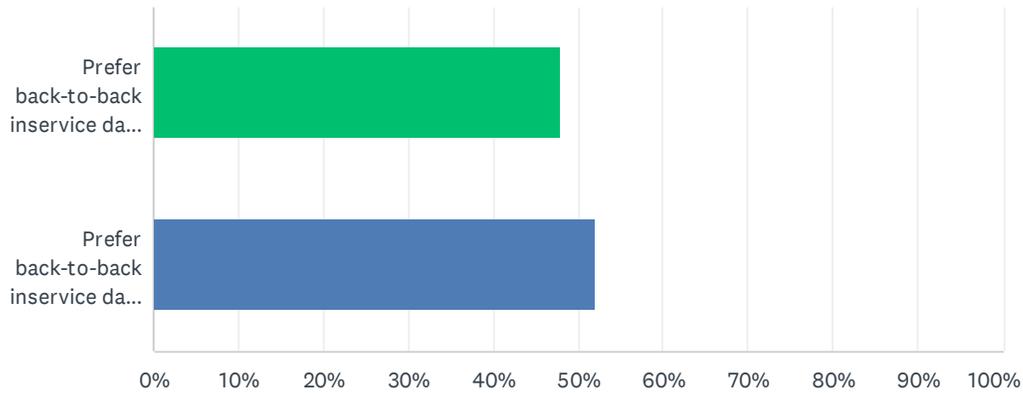
- 30 Teacher Inservice (NS)

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4 <sup>th</sup> Grading Period	44.0																					
			<b>170.5</b>																			
			<b>Teacher Contract Days 181.5</b>																			

# Q1 In previous years, we had back-to-back inservice days in September. Would you prefer to use this format again or have back-to-school inservices in August?

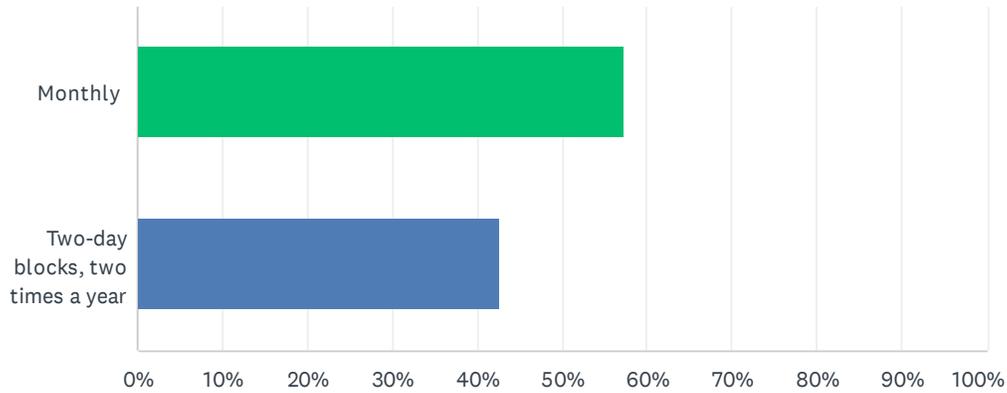
Answered: 558 Skipped: 3



ANSWER CHOICES	RESPONSES	
Prefer back-to-back inservice days after school starts (September)	48.03%	268
Prefer back-to-back inservice days in August	51.97%	290
<b>TOTAL</b>		<b>558</b>

## Q2 Which option do you feel is better for collaboration across buildings and grade levels, as well as district-wide initiatives and trainings?

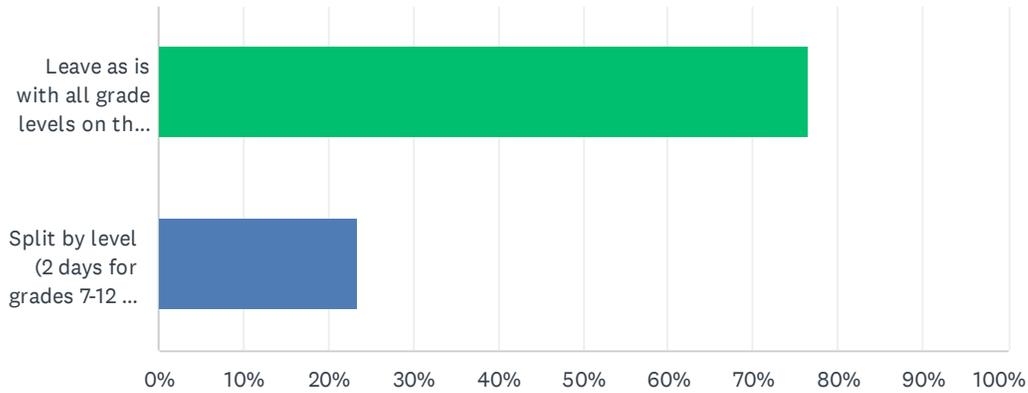
Answered: 540 Skipped: 21



ANSWER CHOICES	RESPONSES	
Monthly	57.41%	310
Two-day blocks, two times a year	42.59%	230
TOTAL		540

### Q3 Please choose your preference for Spring semester parent/teacher conferences.

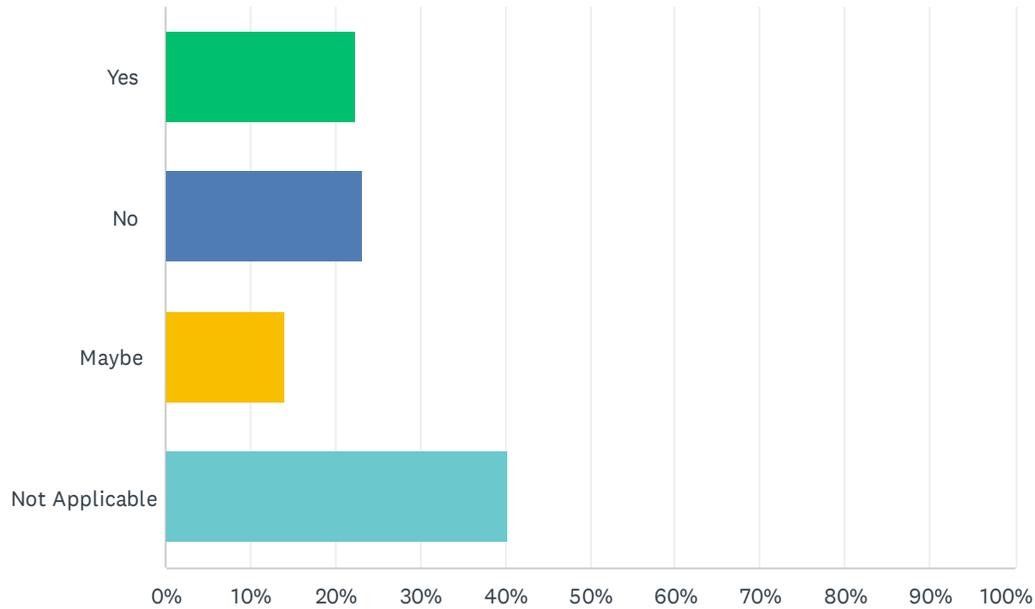
Answered: 551 Skipped: 10



ANSWER CHOICES	RESPONSES	
Leave as is with all grade levels on the same days	76.59%	422
Split by level (2 days for grades 7-12 in February; 2 days for K-6 in March)	23.41%	129
<b>TOTAL</b>		<b>551</b>

### Q4 If parent/teacher conference dates are split for elementary and secondary, would childcare be an issue?

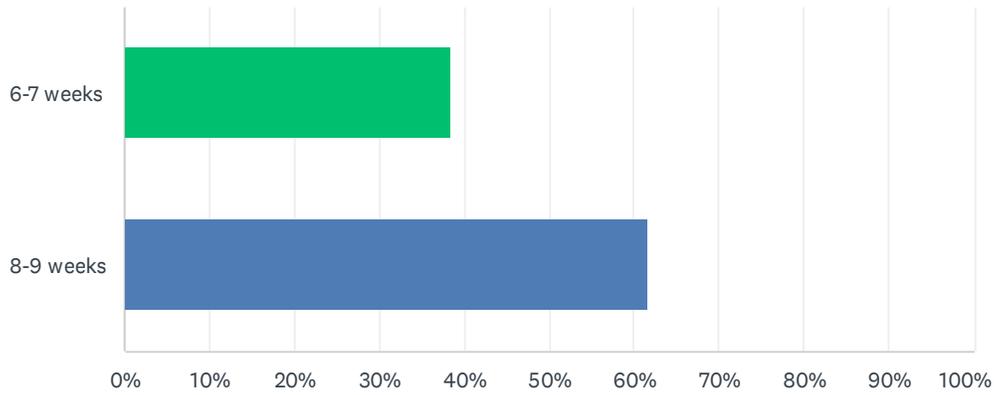
Answered: 554 Skipped: 7



ANSWER CHOICES	RESPONSES	
Yes	22.38%	124
No	23.29%	129
Maybe	14.08%	78
Not Applicable	40.25%	223
<b>TOTAL</b>		<b>554</b>

### Q5 If we left parent/teacher conferences traditional, which of the following weeks for FIRST semester should parent/teacher conferences be scheduled?

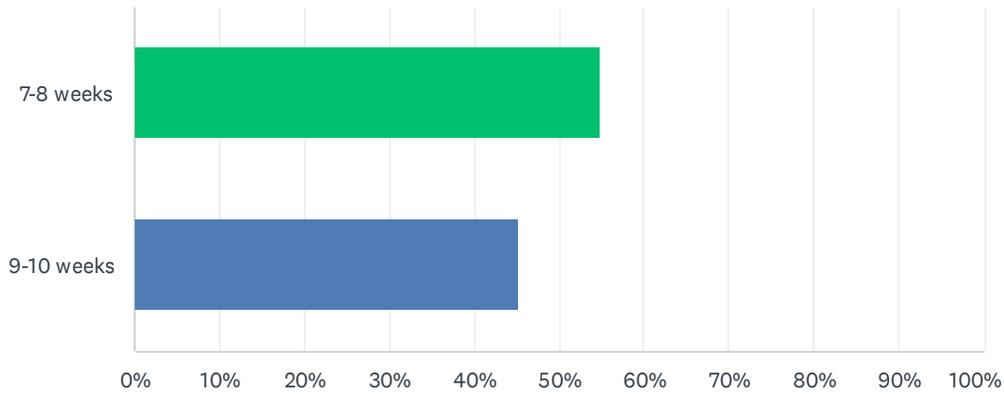
Answered: 547 Skipped: 14



ANSWER CHOICES	RESPONSES
6-7 weeks	38.39% 210
8-9 weeks	61.61% 337
TOTAL	547

### Q6 If we left parent/teacher conferences traditional, which of the following weeks for SECOND semester should parent/teacher conferences be scheduled?

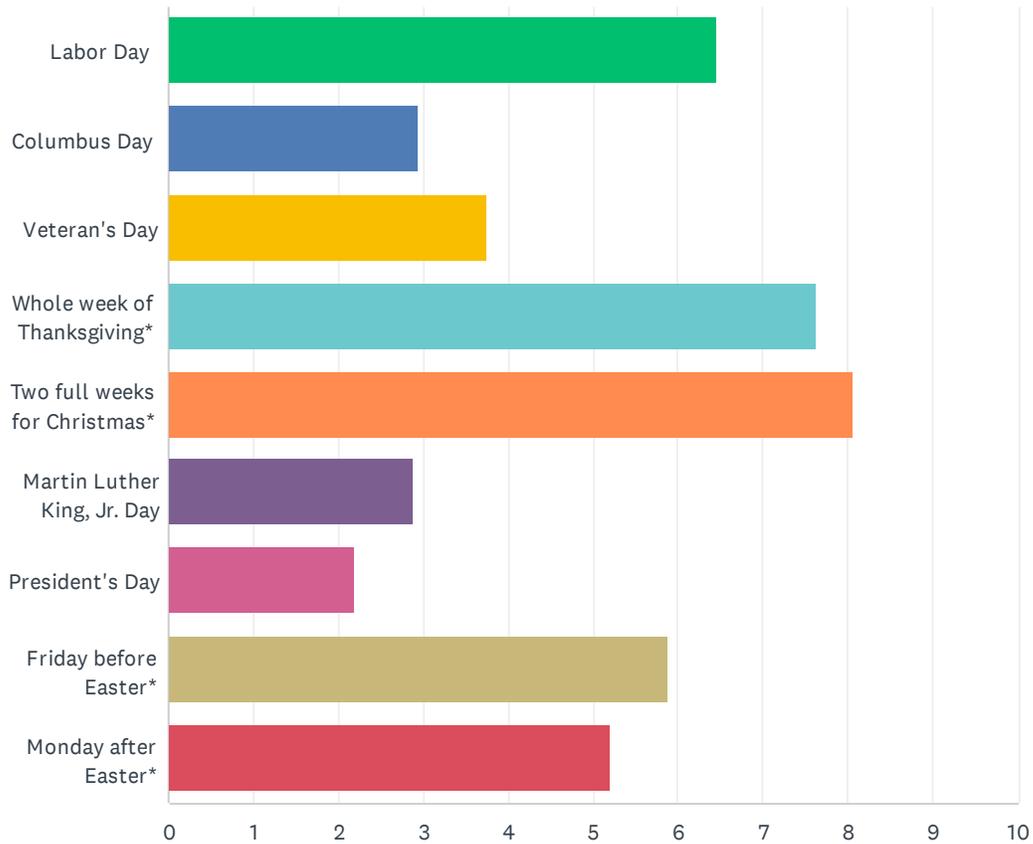
Answered: 542 Skipped: 19



ANSWER CHOICES	RESPONSES
7-8 weeks	54.80% 297
9-10 weeks	45.20% 245
TOTAL	542

Q7 How important is it to include days off for the following federal holidays? Keep in mind that taking those days off will extend the school year. Rank the following with #1 considered most important. (\*not a federal holiday)

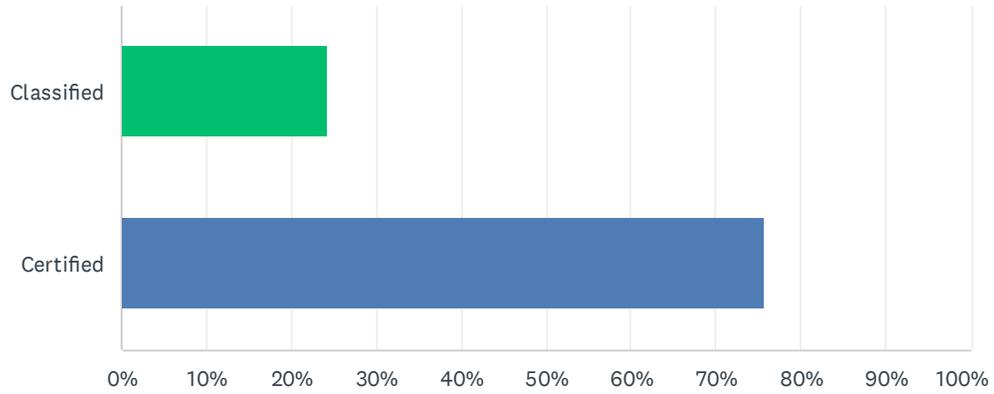
Answered: 552 Skipped: 9



	1	2	3	4	5	6	7	8	9	TOTAL	SCORE
Labor Day	18.30% 101	7.25% 40	25.91% 143	8.70% 48	33.51% 185	4.35% 24	1.09% 6	0.18% 1	0.72% 4	552	6.45
Columbus Day	1.81% 10	4.53% 25	1.09% 6	2.72% 15	3.62% 20	21.20% 117	17.03% 94	16.67% 92	31.34% 173	552	2.95
Veteran's Day	0.72% 4	1.99% 11	6.16% 34	4.53% 25	8.51% 47	29.35% 162	31.70% 175	11.41% 63	5.62% 31	552	3.76
Whole week of Thanksgiving*	23.37% 129	49.09% 271	10.33% 57	8.33% 46	6.34% 35	1.09% 6	0.36% 2	0.54% 3	0.54% 3	552	7.64
Two full weeks for Christmas*	51.99% 287	27.36% 151	6.70% 37	5.80% 32	5.80% 32	1.45% 8	0.36% 2	0.00% 0	0.54% 3	552	8.05
Martin Luther King, Jr. Day	0.18% 1	0.36% 2	1.81% 10	2.90% 16	4.35% 24	20.83% 115	22.46% 124	33.15% 183	13.95% 77	552	2.87
President's Day	0.00% 0	0.00% 0	0.36% 2	0.72% 4	1.81% 10	12.32% 68	20.65% 114	27.72% 153	36.41% 201	552	2.19
Friday before Easter*	2.72% 15	5.62% 31	32.79% 181	30.98% 171	12.50% 69	3.44% 19	3.80% 21	7.25% 40	0.91% 5	552	5.88
Monday after Easter*	0.91% 5	3.80% 21	14.86% 82	35.33% 195	23.55% 130	5.98% 33	2.54% 14	3.08% 17	9.96% 55	552	5.20

## Q9 Are you a certified or classified employee?

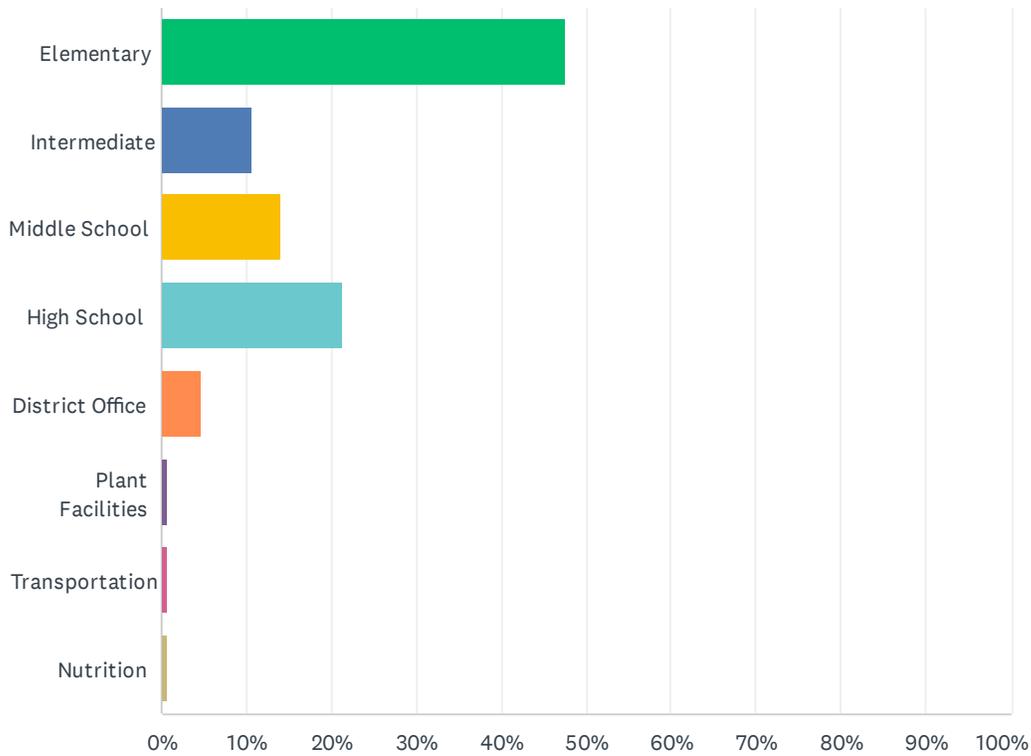
Answered: 552 Skipped: 9



ANSWER CHOICES	RESPONSES	
Classified	24.28%	134
Certified	75.72%	418
TOTAL		552

### Q10 What building level / department are you based out of?

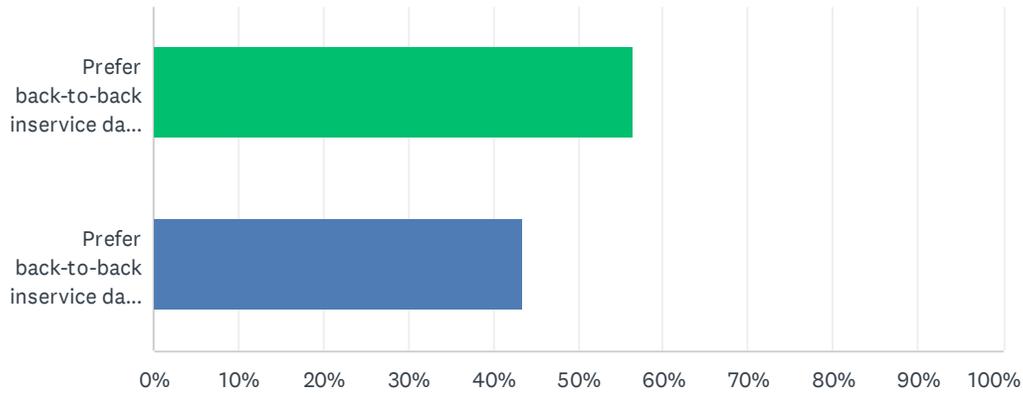
Answered: 549 Skipped: 12



ANSWER CHOICES	RESPONSES	
Elementary	47.54%	261
Intermediate	10.56%	58
Middle School	14.03%	77
High School	21.31%	117
District Office	4.74%	26
Plant Facilities	0.55%	3
Transportation	0.73%	4
Nutrition	0.55%	3
<b>TOTAL</b>		<b>549</b>

**Q1 In previous years, teachers had back-to-back inservice days in September. Would you prefer to use this format again (e.g. Thurs/Fri on September 29 & 30, 2023) or have back-to-school inservices before school starts?**

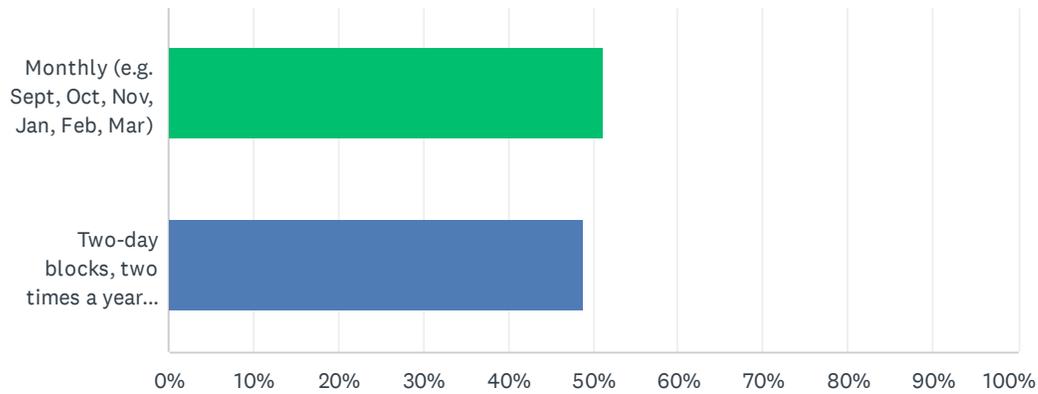
Answered: 303 Skipped: 2



ANSWER CHOICES	RESPONSES	
Prefer back-to-back inservice days after school starts (September)	56.44%	171
Prefer back-to-back inservice days before school starts	43.56%	132
TOTAL		303

## Q2 Which option do you feel is better for teacher inservices?

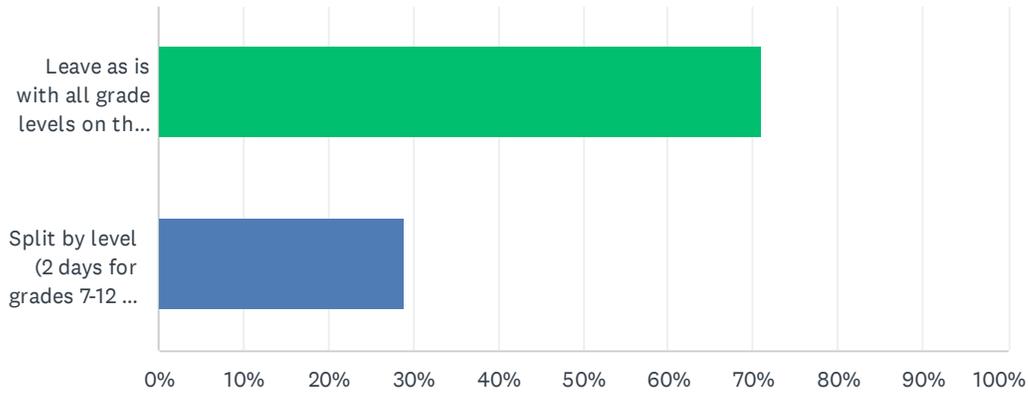
Answered: 305 Skipped: 0



ANSWER CHOICES	RESPONSES	
Monthly (e.g. Sept, Oct, Nov, Jan, Feb, Mar)	51.15%	156
Two-day blocks, two times a year (e.g. Sept, Jan)	48.85%	149
<b>TOTAL</b>		<b>305</b>

### Q3 Please choose your preference for Spring semester parent/teacher conferences.

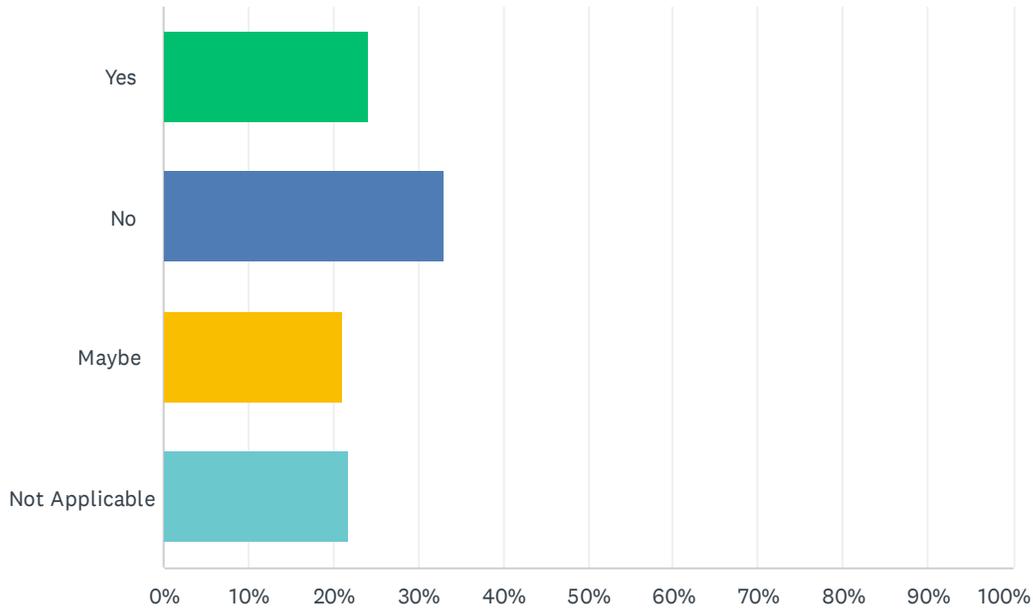
Answered: 303 Skipped: 2



ANSWER CHOICES	RESPONSES	
Leave as is with all grade levels on the same days	70.96%	215
Split by level (2 days for grades 7-12 in February; 2 days for K-6 in March)	29.04%	88
<b>TOTAL</b>		<b>303</b>

### Q4 If parent/teacher conference dates are split for secondary and elementary, would childcare be an issue?

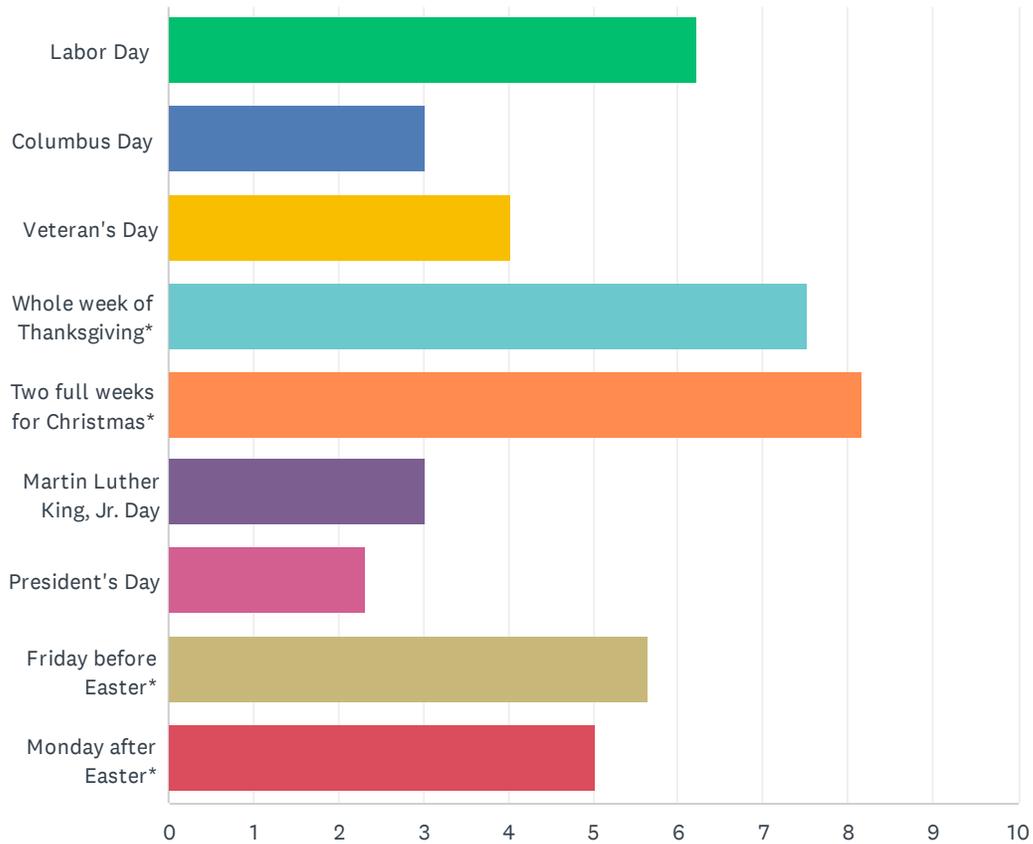
Answered: 303 Skipped: 2



ANSWER CHOICES	RESPONSES	
Yes	24.09%	73
No	33.00%	100
Maybe	21.12%	64
Not Applicable	21.78%	66
<b>TOTAL</b>		<b>303</b>

Q5 How important is it to include days off for the following federal holidays? Keep in mind that taking those days off will extend the school year. Rank the following with 1 considered most important. (\*not a federal holiday)

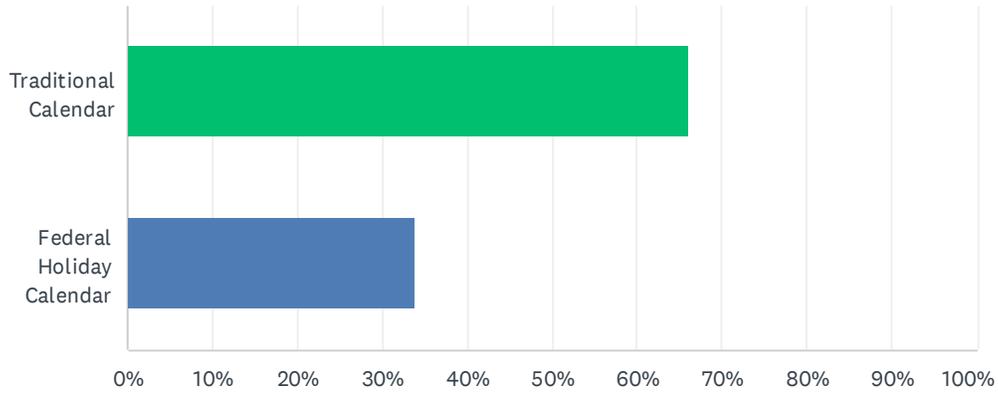
Answered: 305 Skipped: 0



	1	2	3	4	5	6	7	8	9	TOTAL	SCORE
Labor Day	15.41% 47	5.25% 16	26.23% 80	11.15% 34	30.16% 92	7.87% 24	1.64% 5	0.98% 3	1.31% 4	305	6.22
Columbus Day	0.66% 2	2.62% 8	3.28% 10	4.92% 15	5.57% 17	17.05% 52	22.95% 70	14.43% 44	28.52% 87	305	3.02
Veteran's Day	1.64% 5	1.64% 5	7.54% 23	6.23% 19	14.10% 43	30.49% 93	22.62% 69	10.16% 31	5.57% 17	305	4.04
Whole week of Thanksgiving*	20.33% 62	56.07% 171	5.25% 16	8.85% 27	3.28% 10	1.64% 5	0.66% 2	1.97% 6	1.97% 6	305	7.52
Two full weeks for Christmas*	57.05% 174	22.95% 70	10.16% 31	3.61% 11	3.93% 12	1.64% 5	0.00% 0	0.33% 1	0.33% 1	305	8.17
Martin Luther King, Jr. Day	0.66% 2	0.33% 1	1.64% 5	3.28% 10	9.18% 28	20.33% 62	20.00% 61	30.82% 94	13.77% 42	305	3.02
President's Day	0.00% 0	0.33% 1	0.33% 1	1.64% 5	2.62% 8	10.82% 33	24.92% 76	27.54% 84	31.80% 97	305	2.33
Friday before Easter*	3.28% 10	5.90% 18	29.18% 89	30.82% 94	8.20% 25	5.57% 17	3.61% 11	11.48% 35	1.97% 6	305	5.65
Monday after Easter*	0.98% 3	4.92% 15	16.39% 50	29.51% 90	22.95% 70	4.59% 14	3.61% 11	2.30% 7	14.75% 45	305	5.03

# Q1 Which calendar do you prefer?

Answered: 331 Skipped: 0



ANSWER CHOICES	RESPONSES	
Traditional Calendar	66.16%	219
Federal Holiday Calendar	33.84%	112
TOTAL		331

## MEMORANDUM

**TO:** Board of Education  
**THRU:** Dr. Mike Dominguez, Superintendent  
**FROM:** Josh Guymon, Deputy Superintendent  
**DATE:** 2/17/2025  
**RE:** BOE Policies: JBCD, JCED

---

### **ISSUE:**

The Board of Education is asked to consider and approve new BOE Policies: JBCD Student In-District Transfers and JCED Pledge of Allegiance in Schools. This will be a first read and it will return for approval on the consent agenda on 3/3/2025.

### **BACKGROUND:**

Policy JBCD Student In-District Transfers was drafted to create a system to make expectations for student in-district transfers clear to follow. Policy JCED Pledge of Allegiance in Schools was drafted to encourage schools to have a time designated each day for the students to conduct the Pledge of Allegiance.

### **ALTERNATIVES:**

1. Approve the recommended policy changes
2. Continue with the current policies

### **RECOMMENDATION:**

Staff's recommendation is to approve and adopt the policies.

### **FISCAL NOTE:**

Not applicable

### **ATTACHMENTS:**

- JBCD Student In-District Transfers
- JCED Pledge of Allegiance in Schools

If a parent/guardian wishes for his/her child to attend a school other than the school in the boundary which the family resides, a transfer request must be submitted to the Superintendent's Office. Parents/guardians are encouraged to complete transfer requests by May 20th. The application process opens on January 1st. Applications received after May 20th will be considered after all out-of-district transfer requests have been acted on due to the publication of open spots for out-of-district transfer students happening on June 1. Under no circumstances will a transfer request be considered after September 20<sup>th</sup> of each school year.

These guidelines are intended to help promote an enrollment balance between classrooms across the district while allowing parents some choice in where their children attend school.

All transfer requests are considered on an individual student basis and, if approved, will be granted for one school year period. Transportation to the school to which a student is transferred is the responsibility of the parents.

**Procedure for in-district transfer requests:**

1. Students living within the school boundaries will initially be enrolled in their boundary school. If they are interested in attending a school other than their boundary school, parents are required to submit a transfer request to the Superintendent's Office. In-district kindergarten students wishing to transfer must complete the transfer request either at Kindergarten Orientation or during online enrollment/registration. The Transfer Request Form can be found here: [\[redacted\]](#)
2. The Superintendent or his designee will call the transferring school to check the students' record of good standing (inquire about any long-term suspensions or expulsions).
3. If the number of applications for a grade level in a school building is less than the number of available seats for that grade level in the school building, the transfer request will be approved as long as the student is in good standing.
4. If the number of applications for a grade level in a school building is greater than the number of available seats for that grade level in the school building, district administration shall randomly select students for approval using a confidential lottery process. This lottery process will be completed annually between May 20 and May 25. Notification to families will be made before May 31st. Approved students must be students in good standing.
  - o Regardless of capacity determinations, the following categories of students shall be allowed to enroll as resident students if they are deemed to be in good standing by district administration:
    1. any child who is in the custody of the Department of Children and Families and who is living in the home of a nonresident student who transfers to the district or
    2. any nonresident student who has a parent or person acting as a parent is employed by the district, while the parent or person acting as a parent remains employed by the district.

- Priority in filling open seats if the number of requests are greater than the number of available seats:
  1. Any sibling of a student who was previously accepted as a transfer student
  2. Students of military personnel
- 5. The final decision will be made by the Superintendent. Requests made prior to May 20th will receive notification of a decision by May 30 from the Superintendent's Office.

**DEFINITIONS:**

- **Capacity** - The number of student seats used to guide transfer request decisions. Capacity is determined by the following factors:
  - Number of teachers at each grade level
  - Current student-teacher ratio
  - Projected enrollment shifts
  - Maintaining room for move-in students throughout the year
- **Good Standing** - Students meeting one or more of the following criteria shall automatically be deemed not in good standing:
  - Student failed to maintain a 90% attendance rate in the last school year, excluding excused absences under Board policy JBD and/or any relevant student handbook language;
  - Student or student's parent or person acting as a parent provided false or fraudulent information in the application process;
  - Student is currently under a period of suspension or expulsion from any Kansas school district, and such suspension or expulsion will not expire until after the next school year has begun;
  - Student has had three or more out-of-school suspensions in the previous school year, excluding suspensions a manifestation determination determined to be a manifestation of the student's disability or a failure on the part of school staff to implement an individualized education program, Section 504 plan, or behavior intervention plan; or
  - Student has been given a long-term suspension or expulsion in the current school year.
  - EXCEPTION: If the student has a disability, the student's ability to meet the expectations shall be considered prior to denying the transfer or continued enrollment.

## **Pledge of Allegiance in Schools**

**JCED**

Appropriate activities shall be held for the following: George Washington's birthday, Abraham Lincoln's birthday, Dr. Martin Luther King, Jr.'s birthday, Native American Heritage Day, Constitution Day, Memorial Day, Veteran's Day, and Thanksgiving Day on the day or week preceding or following such holiday, if the school is in session.

The flags of the United States of America and the State of Kansas shall be prominently displayed on the school grounds on each day such school is in session. All flag displays shall be in accordance with the standards prescribed for the display of the flag of the United States of America.

Each of the District's schools shall establish a period during the school day, when a majority of the students are scheduled to be present, during which time students will be led in the recitation of the Pledge of Allegiance in the presence of the flag of the United States of America. Student and staff participation in the recitation of the Pledge of Allegiance shall be voluntary. Students and/or staff not participating in the recitation of the Pledge of Allegiance shall be permitted to silently stand or remain seated but shall be required to respect the rights of those students electing to participate.

## **MEMORANDUM**

**TO:** Board of Education  
**THRU:** Dr. Mike Dominguez, Superintendent  
**FROM:** Brandon Anderson, Director of Plant Facilities  
**DATE:** 2/10/2025  
**RE:** **Consider and Act on bids received for the Re-Flooring Project at Abe Hubert Elementary.**

---

### **ISSUE & BACKGROUND:**

As part of the Long Range Facilities Plan we had budgeted a Flooring project for this campus for the summer of 2025. The budget for this project is \$125,000. We also had projects for flooring at Plymell and Jennie Barker that has been put on hold for the time being. Those 2 projects were budgeted at \$50,000 and \$54,000 respectively. In bidding this project the base bid is for a portion we believe will come in around the original budget of \$125,000. The alternate portion of the project was added for the Board's consideration that if the bids are favorable, we could re-allocate the Plymell and Jennie Barker funds towards a more aggressive improvement at Abe Hubert with the added \$104,000.

Director of Plant Facilities, Brandon Anderson will be present and stand for questions.

### **ALTERNATIVES:**

### **RECOMMENDATION:**

Review bids submitted and select the most qualified bidder.

### **FISCAL NOTE:**

As stated earlier the budget for this project is \$125,000 for the base bid. If the board chooses to still utilize budgeted flooring funds that were allocated for Plymell and Jennie Barker then the alternate bid could be considered to use that \$104,000.

### **ATTACHMENTS:**

Abe Hubert Flooring Bid  
Qualified Bids Received



202435



# FLOORING UPGRADES FOR ABE HUBERT ELEMENTARY SCHOOL

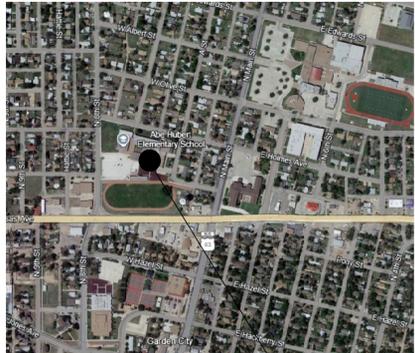
1205 A STREET GARDEN CITY, KS  
100% CONSTRUCTION ISSUE  
JANUARY 21, 2025

Flooring Upgrades for  
**ABE HUBERT ELEMENTARY SCHOOL**  
1205 A Street Garden City, Kansas

ISSUE:  
NO. DATE DESCRIPTION  
01/21/25 BIDDING SET

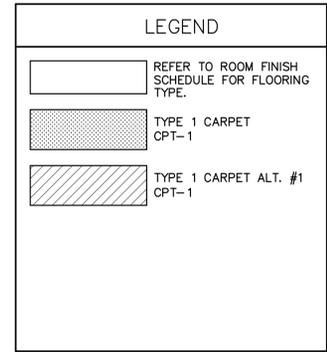
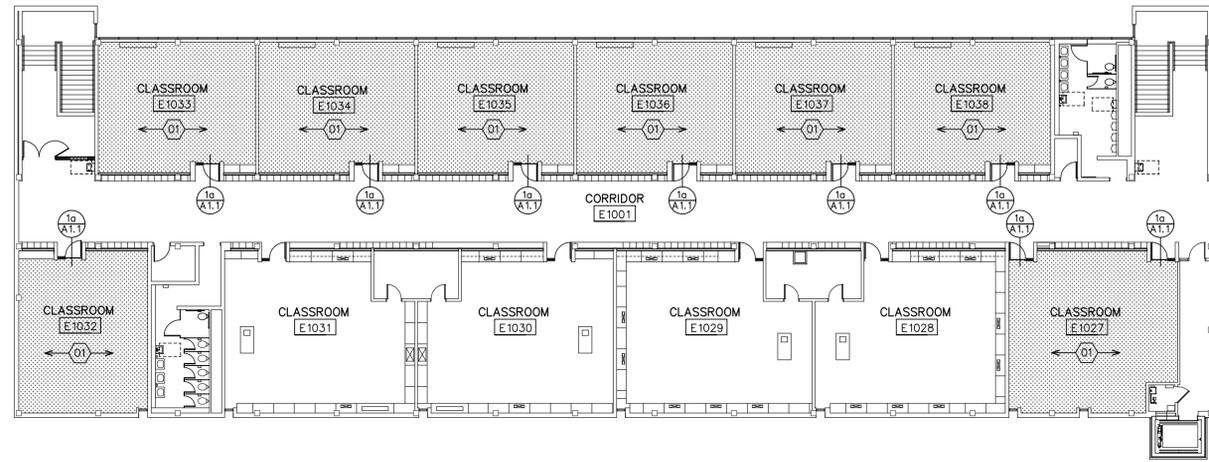
SHEET TITLE:  
TITLE SHEET  
DATE:  
JANUARY 21, 2025

T1.0

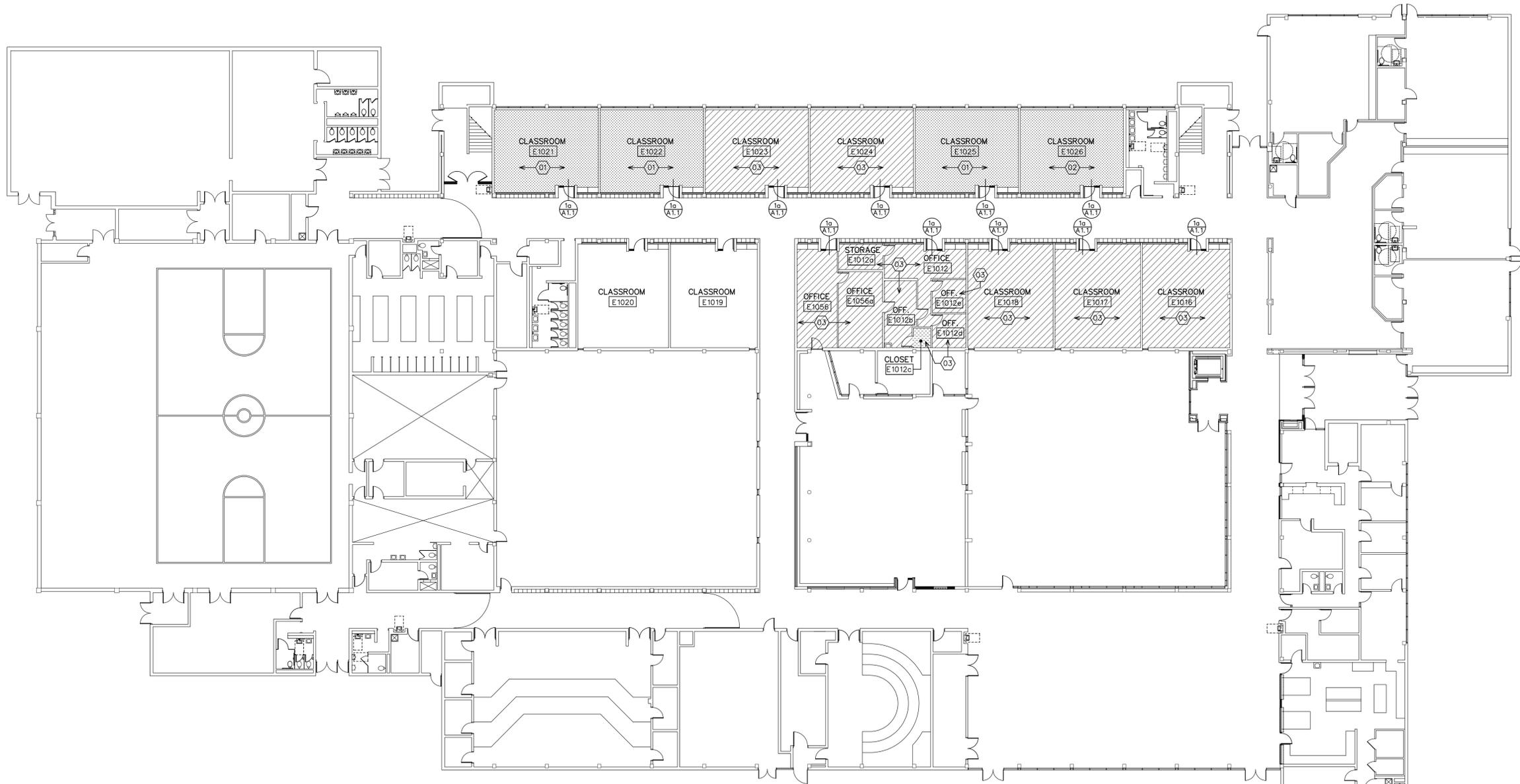
SHEET INDEX	DESIGN TEAM	ALTERNATES	VICINITY MAP		
<p><b>TITLE INFORMATION</b></p> <p>T1.0 TITLE SHEET</p> <p><b>ARCHITECTURAL</b></p> <p>A1.0 MAIN LEVEL &amp; UPPER LEVEL FLOOR PLAN A1.1 ROOM FINISH SCHEDULE &amp; DETAILS</p>	<table border="0"> <tr> <td style="text-align: center;"> <p>Architect</p>  <p>GMCN Architects, Inc. 115 East Laurel Garden City, Kansas 67846 PH. (620) 276-3244 Nick Nemechek nnemechek@gmcnarchitects.com</p> </td> <td style="text-align: center;"> <p>Owner</p>  <p>Garden City Public Schools USD 457 1205 Fleming St. Garden City, Kansas 67846 PH. (620) 805-8704 Brandon Anderson - Director of Plant Facilities banderson1@gckschools.com</p> </td> </tr> </table>	<p>Architect</p>  <p>GMCN Architects, Inc. 115 East Laurel Garden City, Kansas 67846 PH. (620) 276-3244 Nick Nemechek nnemechek@gmcnarchitects.com</p>	<p>Owner</p>  <p>Garden City Public Schools USD 457 1205 Fleming St. Garden City, Kansas 67846 PH. (620) 805-8704 Brandon Anderson - Director of Plant Facilities banderson1@gckschools.com</p>	<p>ALT. #1 REMOVE EXISTING FLOOR COVERING AND BASE AT ROOMS INDICATED. PATCH AND REPAIR SUBFLOOR AS REQUIRED TO ACCEPT NEW FLOOR FINISH. INSTALL NEW FLOOR COVERING AND RESILIENT BASE AS SCHEDULED.</p>	 <p style="text-align: right;">PROJECT LOCATION</p>
<p>Architect</p>  <p>GMCN Architects, Inc. 115 East Laurel Garden City, Kansas 67846 PH. (620) 276-3244 Nick Nemechek nnemechek@gmcnarchitects.com</p>	<p>Owner</p>  <p>Garden City Public Schools USD 457 1205 Fleming St. Garden City, Kansas 67846 PH. (620) 805-8704 Brandon Anderson - Director of Plant Facilities banderson1@gckschools.com</p>				

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- DEMOLITION NOTES**
- 01 EXISTING CARPET FLOORING AND BASE TO BE REMOVED, PATCH AND REPAIR SUBFLOOR AS REQUIRED TO ACCEPT NEW FINISHES.
  - 02 EXISTING LVT FLOORING AND BASE TO BE REMOVED, PATCH AND REPAIR SUBFLOOR AS REQUIRED TO ACCEPT NEW FINISHES.
  - 03 EXISTING CARPET FLOORING AND BASE TO BE REMOVED, PATCH AND REPAIR SUBFLOOR AS REQUIRED TO ACCEPT NEW FINISHES, ALTERNATE #1



**UPPER LEVEL FLOOR PLAN**  
SCALE: 1/16" = 1'-0"



**MAIN LEVEL FLOOR PLAN**  
SCALE: 1/16" = 1'-0"



202435



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Flooring Upgrades for  
**ABE HUBERT ELEMENTARY SCHOOL**  
1205 A Street Garden City, Kansas

ISSUE:

NO.	DATE	DESCRIPTION
01	01/21/25	BIDDING SET

SHEET TITLE:  
FLOOR FINISH PLAN  
DATE:  
JANUARY 21, 2025

**A1.0**



202435



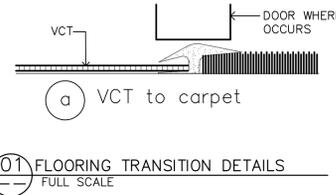
**Flooring Upgrades for**  
**ABE HUBERT ELEMENTARY SCHOOL**  
 1205 A Street Garden City, Kansas

ISSUE:  
 NO. DATE DESCRIPTION  
 01/21/25 BIDDING SET

SHEET TITLE:  
 ROOM FINISH SCHEDULE &  
 DETAILS  
 DATE:  
 JANUARY 21, 2025

**A1.1**

ROOM FINISH SCHEDULE												
RM. NO.	ROOM NAME	FLOOR		WALLS								NOTES
		FINISH	BASE	NORTH		EAST		SOUTH		WEST		
				MTL.	FINISH	MTL.	FINISH	MTL.	FINISH	MTL.	FINISH	
E1001	CORRIDOR	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	
E1012	OFFICE	CPT1	RB	EXIST	PAINT*	EXIST	PAINT*	EXIST	PAINT*	EXIST	PAINT*	ALTERNATE #1
E1012a	STORAGE	CPT1	RB	EXIST	PAINT*	EXIST	PAINT*	EXIST	PAINT*	EXIST	PAINT*	ALTERNATE #1
E1012b	OFFICE	CPT1	RB	EXIST	PAINT*	EXIST	PAINT*	EXIST	PAINT*	EXIST	PAINT*	ALTERNATE #1
E1012c	CLOSET	CPT1	RB	EXIST	PAINT*	EXIST	PAINT*	EXIST	PAINT*	EXIST	PAINT*	ALTERNATE #1
E1012d	OFFICE	CPT1	RB	EXIST	PAINT*	EXIST	PAINT*	EXIST	PAINT*	EXIST	PAINT*	ALTERNATE #1
E1012e	OFFICE	CPT1	RB	EXIST	PAINT*	EXIST	PAINT*	EXIST	PAINT*	EXIST	PAINT*	ALTERNATE #1
E1016	CLASSROOM	CPT1	RB	EXIST	PAINT*	EXIST	PAINT*	EXIST	PAINT*	EXIST	PAINT*	ALTERNATE #1
E1017	CLASSROOM	CPT1	RB	EXIST	PAINT*	EXIST	PAINT*	EXIST	PAINT*	EXIST	PAINT*	ALTERNATE #1
E1018	CLASSROOM	CPT1	RB	EXIST	PAINT*	EXIST	PAINT*	EXIST	PAINT*	EXIST	PAINT*	ALTERNATE #1
E1019	CLASSROOM	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	
E1020	CLASSROOM	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	
E1021	CLASSROOM	CPT1	RB	EXIST	PAINT*	EXIST	PAINT*	EXIST	PAINT*	EXIST	PAINT*	
E1022	CLASSROOM	CPT1	RB	EXIST	PAINT*	EXIST	PAINT*	EXIST	PAINT*	EXIST	PAINT*	
E1023	CLASSROOM	CPT1	RB	EXIST	PAINT*	EXIST	PAINT*	EXIST	PAINT*	EXIST	PAINT*	ALTERNATE #1
E1024	CLASSROOM	CPT1	RB	EXIST	PAINT*	EXIST	PAINT*	EXIST	PAINT*	EXIST	PAINT*	ALTERNATE #1
E1025	CLASSROOM	CPT1	RB	EXIST	PAINT*	EXIST	PAINT*	EXIST	PAINT*	EXIST	PAINT*	
E1026	CLASSROOM	CPT1	RB	EXIST	PAINT*	EXIST	PAINT*	EXIST	PAINT*	EXIST	PAINT*	
E1027	CLASSROOM	CPT1	RB	EXIST	PAINT*	EXIST	PAINT*	EXIST	PAINT*	EXIST	PAINT*	
E1028	CLASSROOM	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	
E1029	CLASSROOM	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	
E1030	CLASSROOM	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	
E1031	CLASSROOM	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	EXIST	
E1032	CLASSROOM	CPT1	RB	EXIST	PAINT*	EXIST	PAINT*	EXIST	PAINT*	EXIST	PAINT*	
E1033	CLASSROOM	CPT1	RB	EXIST	PAINT*	EXIST	PAINT*	EXIST	PAINT*	EXIST	PAINT*	
E1034	CLASSROOM	CPT1	RB	EXIST	PAINT*	EXIST	PAINT*	EXIST	PAINT*	EXIST	PAINT*	
E1035	CLASSROOM	CPT1	RB	EXIST	PAINT*	EXIST	PAINT*	EXIST	PAINT*	EXIST	PAINT*	
E1036	CLASSROOM	CPT1	RB	EXIST	PAINT*	EXIST	PAINT*	EXIST	PAINT*	EXIST	PAINT*	
E1037	CLASSROOM	CPT1	RB	EXIST	PAINT*	EXIST	PAINT*	EXIST	PAINT*	EXIST	PAINT*	
E1038	CLASSROOM	CPT1	RB	EXIST	PAINT*	EXIST	PAINT*	EXIST	PAINT*	EXIST	PAINT*	
E1056	OFFICE	CPT1	RB	EXIST	PAINT*	EXIST	PAINT*	EXIST	PAINT*	EXIST	PAINT*	ALTERNATE #1
E1056a	OFFICE	CPT1	RB	EXIST	PAINT*	EXIST	PAINT*	EXIST	PAINT*	EXIST	PAINT*	ALTERNATE #1



**ROOM FINISH NOTES**

- SYMBOL IDENTIFICATION AT EACH ROOM OR AREA:  
 TLT. ← ROOM NAME  
 11 ← ROOM NUMBER
- PROVIDE FINISH FLOOR SEPARATIONS (F.F.S.) BETWEEN CHANGES IN FLOOR FINISH.
- ALL CLOSETS OFF ROOMS OR HALLS SHALL HAVE THE SAME FLOOR, WALL AND CEILING FINISH AS THE ROOM IT SERVES UNLESS OTHERWISE NOTED.
- PROVIDE BASE AT CASEWORK TOE SPACES TO MATCH BASE IN ROOM. (NOTE: BASE SHALL BE PROVIDED AT ROOMS SCHEDULED FOR SEALED CONCRETE)
- \*ALL PAINTING TO BE COMPLETED BY THE OWNER.

**FINISH SCHEDULE ABBREVIATIONS**

CPT CARPET  
 EXIST EXISTING  
 PAINT PAINT (BY OWNER)  
 RB RESILIENT BASE



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**FLOORING UPGRADES TO  
ABE HUBERT ELEMENTARY SCHOOL  
GARDEN CITY SCHOOLS  
UNIFED SCHOOL DISTRICT #457**

Project No. 202435  
January 21, 2025

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00 21 13	INSTRUCTIONS TO BIDDERS
00 41 13	BID FORM – STIPULATED SUM (SINGLE-PRIME CONTRACT)
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----------	------------

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**SECTION 00 01 01 - PROJECT TITLE PAGE**

PROJECT MANUAL

USD 457 ABE HUBERT FLOORING UPGRADES

GARDEN CITY SCHOOLS USD #457

1205 FLEMING STREET

GARDEN CITY, KANSAS 67846



**DATE: JANUARY 22, 2025**

**ARCHITECT PROJECT NO. 202435**

PREPARED BY:

**GMCN ARCHITECTS, INC.**

**115 EAST LAUREL STREET**

**GARDEN CITY, KANSAS 67846**

**PHONE: 620-276-3244**

**FAX: 620-276-6249**

**WEB SITE: [WWW.GMCNARCHITECTS.COM](http://WWW.GMCNARCHITECTS.COM)**

**END OF SECTION**

## **SECTION 00 01 02 - PROJECT INFORMATION**

### PART 1 GENERAL

#### 1.01 PROJECT IDENTIFICATION

- A. Project Name: USD 457 Abe Hubert Flooring Upgrades located at:
  - 1. 1205 A Street, Garden City, Kansas 67846
- B. The Owner, hereinafter referred to as Owner: Garden City Unified School District #457
- C. Owner's Rep: - Brandon Anderson, Facility Director, USD #457
  - 1. Phone: (940) 521-2301
  - 2. E-mail: banderson1@gckschools.com

#### 1.02 PROJECT DESCRIPTION

- A. Summary Project Description:
  - 1. Abe Hubert Elementary School:
    - a. Project will consist of Removal and replacement of flooring as shown on drawings.

#### 1.03 PROJECT CONSULTANTS

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

#### 1.04 PROCUREMENT TIMETABLE

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

#### 1.05 PROCUREMENT DOCUMENTS

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

#### 1.06 BID SECURITY

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

### PART 2 PRODUCTS (NOT USED)

### PART 3 EXECUTION (NOT USED)

## **END OF SECTION**

## **SECTION 00 11 13 - ADVERTISEMENT FOR BIDS**

### PROJECT INFORMATION

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

- A. Project Identification: **USD 457 Abe Hubert Flooring Upgrades**
  - 1. Project Location:
    - a. Abe Hubert Elementary School, 1205 A Street, Garden City, Kansas 67846
- B. Owner: U.S.D. #457 Board of Education
  - 1. Owner's Representative:
    - a. **Brandon Anderson, Facility Director, USD #457**
    - b. E-Mail: banderson1@gckschools.com
    - c. Phone: (940) 521-2301
- C. Architect Representative: Julie Hopkins, GMCN Architects, Inc., 115 East Laurel Street, Garden City, Kansas 67846, Phone 620-276-3244.
- D. Project Description:
  - 1. Project will consist Removal and replacement of flooring as shown on drawings.
- E. Construction Contract: Stipulated Sum Single Prime Contract Bids will be received for the Work.

#### 1.02 BID SUBMITTAL AND OPENING

- A. Owner will receive sealed lump sum bids until the bid time and date at the location given below. Owner will consider bids prepared in compliance with the Instructions to Bidders issued by Owner, and delivered as follows:
  - 1. **Bid Date: February 11, 2025**
  - 2. **Bid Time: 2:00 p.m., local time.**
  - 3. **Location: GMCN Architects office, 115 E. Laurel Street, Garden City, Kansas 67846.**
- B. Bids will be publicly opened.

#### 1.03 BID SECURITY

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

#### 1.04 PREBID MEETING

- A. **Pre-Bid Meeting: A Formal Pre-Bid Meeting will not be held.** Prospective Bidders are required to contact the Owners Representative directly at the contact information list at the top of the page to schedule a site visit. You are to contact the Owners Representative between January 27 and February 7 to schedule a date and time to visit the site.

#### 1.05 DOCUMENTS

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

#### 1.06 TIME OF COMPLETION AND LIQUIDATED DAMAGES

- A. The successful bidder shall begin the Work on receipt of the Notice to Proceed and shall complete the Work within the Contract Time. **Work is subject to Liquidated Damages at the rate of \$250.00 per day.**
- B. It is the intent of the Owner to open the Bids on February 11, 2025. The Board of Education will hold a meeting on March 3, 2025 to discuss the Bids and to provide a recommendation at that time.

#### 1.07 BIDDER'S QUALIFICATIONS

- A. Contractors licensed in the City Garden City of and the State of Kansas, in good standing and able to provide required insurance and bonding will be allowed to bid the project.
- B. Sub-Bidders must be properly licensed under the laws governing their respective trades and be able to obtain insurance and bonds required for the Work.
- C. A Performance Bond, separate Labor and Material Payment Bond, and Insurance in a form acceptable to Owner will be required of the successful Bidder.

#### 1.08 NOTIFICATION

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

**END OF DOCUMENT 001113**

**SECTION 00 21 13 - INSTRUCTIONS TO BIDDERS**

SUMMARY

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

**END OF SECTION**



# AIA® Document A701® – 2018

## Instructions to Bidders

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

Flooring Upgrades to Abe Hubert Elementary School  
1205 A Street  
Garden City, KS 67846

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

Garden City USD 457  
1205 Fleming Street  
Garden City, KS 67846

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

GMCN Architects, Inc.  
115 E. Laurel St.  
Garden City, Kansas 67846

### TABLE OF ARTICLES

- 1      **DEFINITIONS**
- 2      **BIDDER’S REPRESENTATIONS**
- 3      **BIDDING DOCUMENTS**
- 4      **BIDDING PROCEDURES**
- 5      **CONSIDERATION OF BIDS**
- 6      **POST-BID INFORMATION**
- 7      **PERFORMANCE BOND AND PAYMENT BOND**
- 8      **ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS**

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

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

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

## ARTICLE 1 DEFINITIONS

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

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

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

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

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

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

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

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

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

## ARTICLE 2 BIDDER'S REPRESENTATIONS

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

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
  - .1 The bidder has investigated all required fees, permits, and regulatory requirements of authorities having jurisdiction and has properly included in the submitted bid the cost of such fees, permits, and requirements not otherwise indicated as provided by Owner.
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.
- .7 The Bidder is a properly licensed Contractor according to the laws and regulations of the State of Kansas and meets qualifications indicated in the Procurement and Contracting Documents.
- .8 The Bidder has incorporated into the Bid adequate sums for work performed by installers whose qualifications meet those indicated in the Procurement and Contracting Documents.

## ARTICLE 3 BIDDING DOCUMENTS

### § 3.1 Distribution

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

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

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

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

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

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

### § 3.2 Modification or Interpretation of Bidding Documents

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

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.

*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)*

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

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

### § 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

#### § 3.3.2 Substitution Process

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

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

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

work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

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

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

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

#### § 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)*

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

§ 3.4.3 Addenda ~~will be issued no later than four days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of~~ may be issued at any time prior to the date for receipt of Bids.

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

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

- .1 Information received as part of the Bid indicates that the Bid, as submitted, reflects modifications to the Procurement and Contracting Documents included in an unacknowledged Addendum.
- .2 Modifications to the Procurement and Contracting Documents in an unacknowledged Addendum do not, in the opinion of Owner, affect the Contract Sum or Contract Time.

### ARTICLE 4 BIDDING PROCEDURES

#### § 4.1 Preparation of Bids

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

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

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

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

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

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

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

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction

where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

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

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

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

§ 4.1.11 Bids shall NOT include sales and use taxes.

#### § 4.2 Bid Security

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

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

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

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

#### § 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

*(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)*

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

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

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

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

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

#### § 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

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

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

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

*(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)*

### ARTICLE 5 CONSIDERATION OF BIDS

#### § 5.1 Opening of Bids

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

#### § 5.2 Rejection of Bids

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

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

#### § 5.3 Acceptance of Bid (Award)

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

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

## ARTICLE 6 POST-BID INFORMATION

### § 6.1 Contractor's Qualification Statement

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

### § 6.2 Owner's Financial Capability

A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

### § 6.3 Submittals

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

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.
- .4 Submit information requested in Sections 6.3.1.1, 6.3.1.2, and 6.3.1.3 no later than two business days following Architect's request.

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

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

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

## ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

### § 7.1 Bond Requirements

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

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

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

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

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

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

**§ 7.2 Time of Delivery and Form of Bonds**

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

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

**§ 7.2.3** ~~The bonds shall be dated on or after the date~~ Bonds shall be executed and be in force on the date of the execution of the Contract.

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

**ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS**

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

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.  
*(Insert the complete AIA Document number, including year, and Document title.)*  
AIA Document A104™ 2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.
- .2 ~~AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.~~  
*(Insert the complete AIA Document number, including year, and Document title.)*
- .3 ~~AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.~~  
*(Insert the complete AIA Document number, including year, and Document title.)*
- .4 Building Information Modeling Exhibit, if completed:  
*(Insert the date of the E203-2013.)*
- .5 Drawings

<b>Number</b>	<b>Title</b>	<b>Date</b>
<u>T1.0</u>	<u>TITLE SHEET</u>	<u>January 21, 2025</u>
<u>A1.0</u>	<u>MAIN LEVEL &amp; UPPER LEVEL FLOOR PLAN</u>	<u>January 21, 2025</u>
<u>A1.1</u>	<u>ROOM FINISH SCHEDULE &amp; DETAILS</u>	<u>January 21, 2025</u>

- .6 Specifications

Section	Title	Date	Pages
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Section	Title
<u>00 01 01</u>	<u>PROJECT TITLE PAGE</u>
<u>00 01 02</u>	<u>PROJECT INFORMATION</u>
<u>00 11 13</u>	<u>ADVERTISEMENT FOR BIDS</u>
<u>00 21 13</u>	<u>INSTRUCTIONS TO BIDDERS</u>
	<u>AIA A701-2018 INSTRUCTION TO BIDDERS</u>
<u>00 41 13</u>	<u>BID FORM – STIPULATED SUM (SINGLE-PRIME CONTRACT)</u>
<u>00 43 23</u>	<u>ALTERNATES FORM</u>
<u>00 50 00</u>	<u>CONTRACTING FORMS AND SUPPLEMENTS</u>
<u>00 52 00</u>	<u>AGREEMENT FORM</u>
	<u>AIA DOCUMENT A104-2017 STANDARD ABBREVIATED FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR</u>
<u>01 10 00</u>	<u>SUMMARY</u>
<u>01 23 00</u>	<u>ALTERNATES</u>
<u>01 25 00</u>	<u>SUBSTITUTION PROCEDURES</u>
<u>01 30 00</u>	<u>ADMINISTRATIVE REQUIREMENTS</u>
<u>01 40 00</u>	<u>QUALITY REQUIREMENTS</u>
<u>01 60 00</u>	<u>PRODUCT REQUIREMENTS</u>
<u>01 78 00</u>	<u>CLOSEOUT PROCEDURES</u>
<u>02 41 00</u>	<u>DEMOLITION</u>
<u>09 05 61</u>	<u>COMMON WORK RESULTS FOR FLOORING PREPARATION</u>
<u>09 65 00</u>	<u>RESILIENT FLOORING</u>
<u>09 68 13</u>	<u>TILE CARPETING</u>

.7 Addenda:

Number	Date	Pages
--------	------	-------

.8 Other Exhibits:

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

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

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

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

.9 Other documents listed below:

*(List here any additional documents that are intended to form part of the Proposed Contract Documents.)*

## **ARTICLE 9 EXECUTION OF THE CONTRACT**

**§ 9.1** Subsequent to the Notice of Intent to Award, and within 10 days after the prescribed Form of Agreement is presented to the Awardee for signature, the Awardee shall execute and deliver the Agreement to Owner through Architect, in such number of counterparts as Owner may require.

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

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

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

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

**BID INFORMATION**

**1.01 BIDDER: \_\_\_\_\_.**

- A. Project Name: USD 457 Abe Hubert Flooring Upgrades
- B. Project Location:
  - 1. 1205 A Street, Garden City, Kansas.
- C. Owner: Garden City Unified School District #457 Board of Education.
- D. Architect: GMCN Architects, Inc.
- E. Architect Project Number: 202435

**1.02 CERTIFICATIONS AND BASE BID**

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

**1.03 BID GUARANTEE**

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

**1.04 TIME OF COMPLETION**

- A. If this Bid is accepted we will:
- B. Complete the Work in \_\_\_\_\_ calendar days from Contract Date.  
(Bidder to enter number of days.)

**1.05 ACKNOWLEDGEMENT OF ADDENDA**

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
  - 1. Addendum No. 1, dated \_\_\_\_\_.
  - 2. Addendum No. 2, dated \_\_\_\_\_.
  - 3. Addendum No. 3, dated \_\_\_\_\_.
  - 4. Addendum No. 4, dated \_\_\_\_\_.

1.06 CHANGES TO THE WORK

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

1.07 BID SUPPLEMENTS

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

1.08 CONTRACTOR'S LICENSE

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

1.09 SUBMISSION OF BID

- A. Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2025.
- B. Submitted By: \_\_\_\_\_
- C. (Name of bidding firm or corporation)
- D. Authorized Signature: \_\_\_\_\_
- E. (Handwritten signature)
- F. Signed By: \_\_\_\_\_
- G. (Type or print name)
- H. Title: \_\_\_\_\_
- I. (Owner/Partner/President/Vice President)
- J. Witness By: \_\_\_\_\_
- K. (Handwritten signature)
- L. Attest: \_\_\_\_\_
- M. (Handwritten signature)
- N. \_\_\_\_\_
- O. (Type or print name)
- P. Title: \_\_\_\_\_

Q. (Corporate Secretary or Assistant Secretary)

R. Street Address: \_\_\_\_\_

S. City, State, Zip \_\_\_\_\_

T. Phone: \_\_\_\_\_

U. License No.: \_\_\_\_\_

V. Federal ID No.: \_\_\_\_\_

1.10 (AFFIX CORPORATE SEAL HERE)

**END OF DOCUMENT 004113**

**SECTION 00 43 23 - ALTERNATES FORM**

PARTICULARS

1.01 THE FOLLOWING IS THE LIST OF ALTERNATES REFERENCED IN THE BID SUBMITTED BY:

1.02 (BIDDER) \_\_\_\_\_

1.03 **TO (OWNER): USD #457 GARDEN CITY SCHOOLS**

1.04 DATED \_\_\_\_\_ AND WHICH IS AN INTEGRAL PART OF THE BID FORM.

ALTERNATES LIST

2.01 THE FOLLOWING AMOUNTS SHALL BE ADDED TO THE BID AMOUNT. REFER TO SECTION 01 23 00 - ALTERNATES.

ALTERNATE # 1: ADD / (DEDUCT) \$ \_\_\_\_\_

**END OF SECTION**

## **SECTION 00 50 00 - CONTRACTING FORMS AND SUPPLEMENTS**

### **PART 1 GENERAL**

1.01 **CONTRACTOR IS RESPONSIBLE FOR OBTAINING A VALID LICENSE TO USE ALL COPYRIGHTED DOCUMENTS SPECIFIED BUT NOT INCLUDED IN THE PROJECT MANUAL.**

1.02 **AGREEMENT AND CONDITIONS OF THE CONTRACT**

A. The Agreement and General Conditions are based on AIA A104.

1.03 **FORMS**

A. Use the following forms for the specified purposes unless otherwise indicated elsewhere in Contract Documents.

B. Post-Award Certificates and Other Forms:

1. Application for Payment Forms: AIA G702 with AIA G703 (for Contractors).

C. Closeout Forms:

1. Certificate of Substantial Completion Form: AIA G704.

1.04 **REFERENCE STANDARDS**

A. AIA A104 - Standard Abbreviated Form of Agreement Between Owner and Contractor; 2017.

B. AIA G702 - Application and Certificate for Payment; 1992.

C. AIA G703 - Continuation Sheet; 1992.

D. AIA G704 - Certificate of Substantial Completion; 2017.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 00 52 00 - AGREEMENT FORM**

PART 1 GENERAL

1.01 FORM OF AGREEMENT

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

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**END OF SECTION**

# DRAFT AIA® Document A104™ - 2017

## Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as of the « » day of « » in the year «Two Thousand Twenty-Five»  
(In words, indicate day, month and year.)

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

«Garden City USD 457 »« »  
«1205 Fleming Street »  
«Garden City, KS 67846 »  
« »

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

« »« »  
« »  
« »  
« »

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

«Flooring Upgrades to Abe Hubert Elementary School »  
«1205 A Street »  
«Garden City, KS 67846 »

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

«GMCN Architect, Inc. »« »  
«115 E Laurel St. »  
«Garden City, KS 67846 »  
« »

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

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TABLE OF ARTICLES

- 1 THE WORK OF THIS CONTRACT
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 3 CONTRACT SUM
- 4 PAYMENT
- 5 DISPUTE RESOLUTION
- 6 ENUMERATION OF CONTRACT DOCUMENTS
- 7 GENERAL PROVISIONS
- 8 OWNER
- 9 CONTRACTOR
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- 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 13 CHANGES IN THE WORK
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- 17 INSURANCE AND BONDS
- 18 CORRECTION OF WORK
- 19 MISCELLANEOUS PROVISIONS
- 20 TERMINATION OF THE CONTRACT
- 21 CLAIMS AND DISPUTES

EXHIBIT A DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE WORK OF THIS CONTRACT

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

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

[  ] The date of this Agreement.

[  ] 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.

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

### § 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check the appropriate box and complete the necessary information.)

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

[ « » ] By the following date: « »

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

Portion of Work	Substantial Completion Date

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

## ARTICLE 3 CONTRACT SUM

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

(Check the appropriate box.)

[  ] 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.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« »

§ 3.2.2 Unit prices, if any:

(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

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

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

Item	Price
------	-------

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

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

~~§ 3.3.2 The Contractor's Fee:~~

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

←→

~~§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price~~

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

~~§ 3.4.2 The Contractor's Fee:~~

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

←→

**§ 3.4.3 Guaranteed Maximum Price – Not Used**

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

~~*(Insert specific provisions if the Contractor is to participate in any savings.)*~~

←→

~~§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:~~

~~*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*~~

←→

**§ 3.4.3.3 Unit Prices, if any:**

*(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)*

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

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

*(Identify each allowance.)*

Item	Price
------	-------

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

« »

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

«The Owner will suffer financial loss that will be difficult if not impossible to ascertain if the Project is not substantially complete on or before the expiration of the Contract Time. The Contractor shall be liable for and shall pay to the Owner the sum of \$250.00 as liquidated damages (and not as penalty) for each calendar day of delay from the expiration of the Contract Time until the Work is Substantially Complete»

## ARTICLE 4 PAYMENT

### § 4.1 Progress Payments

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

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

« »

§ 4.1.3 Provided that an a properly completed and undisputed Application for Payment is received by the Architect not later than the «25 » day of a month, the Owner shall, absent extenuating circumstances, make payment of the certified amount to the Contractor not later than the «25 » day of the «following » month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than «Thirty » ( «30 » ) days after the Architect receives the Application for Payment.  
*(Federal, state or local laws may require payment within a certain period of time.)*

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

«Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10 %). Only executed Change Orders may be added to the Contract Sum and may be included in any Application for Payment»

§ 4.1.5 Payments due and unpaid under the Contract shall bear interest-late payment fee from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest-late payment fee agreed upon, if any.)*

«18» % «per annum»

§ 4.2 Final Payment

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

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

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

« At completion of all work »

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

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

(Check the appropriate box.)

[ « » ] Arbitration pursuant to Section 21.6 of this Agreement

[ « X » ] Litigation in a court of competent jurisdiction

[ « » ] Other (Specify)

« »

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

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

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

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

§ 6.1.2 ~~AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below~~[not used]:

~~(Insert the date of the E203–2013 incorporated into this Agreement.)~~

« »

§ 6.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ 6.1.4 The Specifications:

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

« »

Section	Title
<u>00 01 01</u>	<u>PROJECT TITLE PAGE</u>
<u>00 01 02</u>	<u>PROJECT INFORMATION</u>
<u>00 11 13</u>	<u>ADVERTISEMENT FOR BIDS</u>
<u>00 21 13</u>	<u>INSTRUCTIONS TO BIDDERS</u>
	<u>AIA A701-2018 INSTRUCTION TO BIDDERS</u>
<u>00 41 13</u>	<u>BID FORM – STIPULATED SUM (SINGLE-PRIME CONTRACT)</u>
<u>00 43 23</u>	<u>ALTERNATES FORM</u>
<u>00 50 00</u>	<u>CONTRACTING FORMS AND SUPPLEMENTS</u>
<u>00 52 00</u>	<u>AGREEMENT FORM</u>
	<u>AIA DOCUMENT A104-2017 STANDARD ABBREVIATED FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR SUMMARY</u>
<u>01 10 00</u>	<u>ALTERNATES</u>
<u>01 23 00</u>	<u>SUBSTITUTION PROCEDURES</u>
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<u>01 30 00</u>	<u>QUALITY REQUIREMENTS</u>
<u>01 40 00</u>	<u>PRODUCT REQUIREMENTS</u>
<u>01 60 00</u>	<u>CLOSEOUT PROCEDURES</u>
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<u>02 41 00</u>	<u>COMMON WORK RESULTS FOR FLOORING PREPARATION</u>
<u>09 05 61</u>	<u>RESILIENT FLOORING</u>
<u>09 65 00</u>	<u>TILE CARPETING</u>
<u>09 68 13</u>	

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

<< >>

Number	Title	Date
<u>T1.0</u>	<u>TITLE SHEET</u>	<u>January 21, 2025</u>
<u>A1.0</u>	<u>MAIN LEVEL &amp; UPPER LEVEL FLOOR PLAN</u>	<u>January 21, 2025</u>
<u>A1.1</u>	<u>ROOM FINISH SCHEDULE &amp; DETAILS</u>	<u>January 21, 2025</u>

§ 6.1.6 The Addenda, if any:

Number	Date	Pages

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

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

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

Exhibit A, Determination of the Cost of the Work.

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

<< >>

The Sustainability Plan:

Title	Date	Pages

[ « » ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

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

« »

## ARTICLE 7 GENERAL PROVISIONS

### § 7.1 The Contract Documents

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

### § 7.2 The Contract

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

### § 7.3 The Work

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

### § 7.4 Instruments of Service

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

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

§ 7.5.1 The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect’s or Architect’s consultants’ reserved rights.

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

## § 7.6 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

## § 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 protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## § 7.8 Severability

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

## § 7.9 Notice

**§ 7.9.1** Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering Notice in electronic format such as name, title and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

« »

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

## § 7.10 Relationship of the Parties

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

## ARTICLE 8 OWNER

### § 8.1 Information and Services Required of the Owner

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

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

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

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

### § 8.2 Owner's Right to Stop the Work

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

### § 8.3 Owner's Right to Carry Out the Work

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

## ARTICLE 9 CONTRACTOR

### § 9.1 Review of Contract Documents and Field Conditions by Contractor

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

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

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

### § 9.2 Supervision and Construction Procedures

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

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

### § 9.3 Labor and Materials

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

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

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

### § 9.4 Warranty

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

### § 9.5 Taxes

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

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

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

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

### § 9.7 Allowances

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

### § 9.8 Contractor's Construction Schedules

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

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

## § 9.9 Submittals

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

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

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

## § 9.10 Use of Site

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

## § 9.11 Cutting and Patching

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

## § 9.12 Cleaning Up

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

## § 9.13 Access to Work

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

## § 9.14 Royalties, Patents and Copyrights

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

## § 9.15 Indemnification

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death,

or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

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

## ARTICLE 10 ARCHITECT

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

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

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

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

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

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

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

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

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

## ARTICLE 11 SUBCONTRACTORS

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

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

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

## ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

## ARTICLE 13 CHANGES IN THE WORK

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

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

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

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

#### «§ 13.5 Changes to the Work

A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:

- a. To Contractor for Work performed by his own forces % O & P
  - b. To Contractor for Work performed by other than his own forces % O & P
  - c. To Subcontractor for Work performed by his own forces % O & P
  - d. To Subcontractor for Work performed by other than own forces % O & P
- Percentages for overhead and profit will not be allowed on bond premiums.

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

#### ARTICLE 14 TIME

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

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

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

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

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

#### ARTICLE 15 PAYMENTS AND COMPLETION

##### § 15.1 Schedule of Values

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

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

##### § 15.2 Control Estimate

§ 15.2.1 Where the Contract Sum is the Cost of the Work, plus the Contractor’s Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within 14

days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee.

**§ 15.2.2** The Control Estimate shall include:

- .1 the documents enumerated in Article 6, including all Modifications thereto;
- .2 a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;
- .3 a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;
- .4 a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment the Owner's occupancy requirements, and the date of Substantial Completion; and
- .5 a list of any contingency amounts included in the Control Estimate for further development of design and construction.

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

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

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

**§ 15.3 Applications for Payment**

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

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

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

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

## § 15.4 Certificates for Payment

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

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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

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

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

## § 15.5 Progress Payments

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

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

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

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

### § 15.6 Substantial Completion

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

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

§ 15.6.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

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

### § 15.7 Final Completion and Final Payment

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

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

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

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

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

## ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

### § 16.1 Safety Precautions and Programs

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

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

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

### § 16.2 Hazardous Materials and Substances

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

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

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

## ARTICLE 17 INSURANCE AND BONDS

### § 17.1 Contractor's Insurance

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

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§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than ~~«one million»~~ (\$ ~~«1,000,000.00»~~) each occurrence, ~~«two million»~~ (\$ ~~«2,000,000.00»~~) general aggregate, and ~~«two million»~~ (\$ ~~«2,000,000.00»~~) aggregate for products-completed operations hazard, providing coverage for claims including

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

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

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

§ 17.1.5 Workers' Compensation at statutory limits.

§ 17.1.6 Employers' Liability with policy limits not less than ~~«five hundred thousand»~~ (\$ ~~«500,000.00»~~) each accident, ~~«five hundred thousand»~~ (\$ ~~«500,000.00»~~) each employee, and ~~«five hundred thousand»~~ (\$ ~~«500,000.00»~~) policy limit.

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

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

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

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

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

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured

coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

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

**§ 17.1.14 Other Insurance Provided by the Contractor**

*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

**Coverage**

**Limits**

**§ 17.2 Owner's Insurance**

**§ 17.2.1 Owner's Liability Insurance**

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

**§ 17.2.2 Property Insurance**

§ 17.2.2.1 The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

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

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

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

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

§ 17.2.2.6 Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop

the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

**§ 17.2.2.7 Waiver of Subrogation**

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

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

**§ 17.2.2.8** A loss insured under the Owner’s property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

**§ 17.2.3 Other Insurance Provided by the Owner**

*(List below any other insurance coverage to be provided by the Owner and any applicable limits.)*

Coverage	Limits

**§ 17.3 Performance Bond and Payment Bond**

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

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

**ARTICLE 18 CORRECTION OF WORK**

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

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

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

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

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

## ARTICLE 19 MISCELLANEOUS PROVISIONS

### § 19.1 Assignment of Contract

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

### § 19.2 Governing Law

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

### § 19.3 Tests and Inspections

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

### § 19.4 The Owner's representative:

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

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### § 19.5 The Contractor's representative:

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

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

## ARTICLE 20 TERMINATION OF THE CONTRACT

### § 20.1 Termination by the Contractor

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

### § 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

### § 20.3 Termination by the Owner for Convenience

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

*(Insert the amount of or method for determining the fee payable to the Contractor by the Owner following a termination for the Owner's convenience, if any.)*

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## ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.11 and

Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

## § 21.2 Notice of Claims

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

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

## § 21.3 Time Limits on Claims

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

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

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

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

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

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

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

**§ 21.10 Continuing Contract Performance**

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

**§ 21.11 Waiver of Claims for Consequential Damages**

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

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

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

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

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**OWNER** *(Signature)*

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\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**CONTRACTOR** *(Signature)*

« »« »

\_\_\_\_\_  
*(Printed name and title)*

## **SECTION 01 10 00 - SUMMARY**

### PART 1 GENERAL

#### 1.01 PROJECT

- A. Project Name: USD 457 Abe Hubert Flooring Upgrades
- B. Owner's Name: Garden City Unified School District #457.
- C. Architect's Name: GMCN Architects, Inc..
- D. The Project consists of Removal and replacement of flooring as shown on drawings.

#### 1.02 CONTRACT DESCRIPTION

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

#### 1.03 DESCRIPTION OF ALTERATIONS WORK

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

#### 1.04 OWNER OCCUPANCY

- A. Owner intends to continue to occupy the existing building during the entire construction period.
- B. Owner intends to occupy the Project upon Substantial Completion.
- C. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- D. Schedule the Work to accommodate Owner occupancy.

#### 1.05 CONTRACTOR USE OF SITE

- A. Provide access to and from site as required by law and by Owner:
  - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
  - 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
- B. Utility Outages and Shutdown:
  - 1. Limit shutdown of utility services to four (4) hours at a time, arranged at least 24 hours in advance with Owner.
  - 2. Prevent accidental disruption of utility services to other facilities.

### PART 2 PRODUCTS - NOT USED

### PART 3 EXECUTION - NOT USED

## **END OF SECTION**

## **SECTION 01 23 00 - ALTERNATES**

### PART 1 GENERAL

#### 1.01 SECTION INCLUDES

- A. Description of Alternates.

#### 1.02 RELATED REQUIREMENTS

- A. Document 00 21 13 - Instructions to Bidders: Instructions for preparation of pricing for Alternates.
- B. Document 00 43 23 - Alternates Form: List of Alternates as supplement to Bid Form.
- C. Document 00 52 00 - Agreement Form: Incorporating monetary value of accepted Alternates.

#### 1.03 ACCEPTANCE OF ALTERNATES

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in the Owner-Contractor Agreement.
- B. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.

#### 1.04 SCHEDULE OF ALTERNATES

- A. **Alternate No. 01:** Removal and replacement of flooring and resilient base in additional classrooms and offices
  - 1. **Base Bid:** Flooring and Resilient Base Replacement as shown on drawings.
  - 2. **Alternate:** Add removal and replacement in rooms indicated on drawings.

### PART 2 PRODUCTS - NOT USED

### PART 3 EXECUTION - NOT USED

## **END OF SECTION**

## **SECTION 01 25 00 - SUBSTITUTION PROCEDURES**

### PART 1 GENERAL

#### 1.01 SECTION INCLUDES

- A. Procedural requirements for proposed substitutions.

#### 1.02 DEFINITIONS

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

### PART 2 PRODUCTS - NOT USED

### PART 3 EXECUTION

#### 3.01 GENERAL REQUIREMENTS

- A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
  - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
  - 2. Agrees to provide the same warranty for the substitution as for the specified product.
  - 3. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
  - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.
- C. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
  - 1. No specific form is required. Contractor's Substitution Request documentation must include the following:
    - a. Project Information:
      - 1) Official project name and number, and any additional required identifiers established in Contract Documents.
    - b. Substitution Request Information:
      - 1) Indication of whether the substitution is for cause or convenience.
      - 2) Reference to particular Contract Document(s) specification section number, title, and article/paragraph(s).
      - 3) Description of Substitution.
      - 4) Reason why the specified item cannot be provided.

- 5) Differences between proposed substitution and specified item.
- 6) Description of how proposed substitution affects other parts of work.
- c. Attached Comparative Data: Provide point-by-point, side-by-side comparison addressing essential attributes specified, as appropriate and relevant for the item:
- d. Impact of Substitution:
  - 1) Savings to Owner for accepting substitution.
  - 2) Change to Contract Time due to accepting substitution.

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

### 3.02 SUBSTITUTION PROCEDURES DURING CONSTRUCTION

- A. Submit request for Substitution for Cause within 14 days of discovery of need for substitution, but not later than 14 days prior to time required for review and approval by Architect, in order to stay on approved project schedule.
- B. Substitution for Convenience will not be considered.
- C. Substitutions will not be considered under one or more of the following circumstances:
  - 1. When they are indicated or implied on shop drawing or product data submittals, without having received prior approval.
  - 2. Without a separate written request.
  - 3. When acceptance will require revisions to Contract Documents.

### 3.03 CLOSEOUT ACTIVITIES

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

### **END OF SECTION**

## SECTION 01 30 00 - ADMINISTRATIVE REQUIREMENTS

### PART 1 GENERAL

#### 1.01 SECTION INCLUDES

- A. General administrative requirements.
- B. Number of copies of submittals.
- C. Requests for Interpretation (RFI) procedures.
- D. Submittal procedures.

#### 1.02 GENERAL ADMINISTRATIVE REQUIREMENTS

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

### PART 2 PRODUCTS - NOT USED

### PART 3 EXECUTION

#### 3.01 REQUESTS FOR INTERPRETATION (RFI)

- A. Definition: A request seeking one of the following:
  - 1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in Contract Documents.
  - 2. A resolution to an issue which has arisen due to field conditions and affects design intent.
- B. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
  - 1. Prepare a separate RFI for each specific item.
    - a. Review, coordinate, and comment on requests originating with subcontractors and/or materials suppliers.
    - b. Do not forward requests which solely require internal coordination between subcontractors.
  - 2. Combine RFI and its attachments into a single electronic file. PDF format is preferred.
- C. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
  - 1. Include in each request Contractor's signature attesting to good faith effort to determine from Contract Documents information requiring interpretation.
- D. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
  - 1. Official Project name and number, and any additional required identifiers established in Contract Documents.
  - 2. Discrete and consecutive RFI number, and descriptive subject/title.
  - 3. Issue date, and requested reply date.

4. Reference to particular Contract Document(s) requiring additional information/interpretation. Identify pertinent drawing and detail number and/or specification section number, title, and paragraph(s).
  5. Annotations: Field dimensions and/or description of conditions which have engendered the request.
- E. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.

### 3.02 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
1. Product data.
  2. Shop drawings.
  3. Samples for selection.
  4. Samples for verification.
- B. Submit to Architect for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.
- C. Samples will be reviewed for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 78 00 - Closeout Submittals.

### 3.03 SUBMITTALS FOR PROJECT CLOSEOUT

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.
- C. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 01 78 00 - Closeout Submittals:
1. Project record documents.
  2. Operation and maintenance data.
  3. Warranties.
  4. Bonds.
  5. Other types as indicated.
- D. Submit for Owner's benefit during and after project completion.

### 3.04 NUMBER OF COPIES OF SUBMITTALS

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
1. After review, produce duplicates.
  2. Retained samples will not be returned to Contractor unless specifically so stated.

### 3.05 SUBMITTAL PROCEDURES

- A. General Requirements:

1. Submit separate packages of submittals for review and submittals for information, when included in the same specification section.
  2. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.
- B. Shop Drawing Procedures:
1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting Contract Documents and coordinating related work.
  2. Do not reproduce Contract Documents to create shop drawings.
  3. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.

**END OF SECTION**

## **SECTION 01 40 00 - QUALITY REQUIREMENTS**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Submittals.
- B. References and standards.
- C. Testing and inspection agencies and services.
- D. Control of installation.
- E. Defect Assessment.

#### **1.02 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Test Reports: After each test/inspection, promptly submit two copies of report to Architect and to Contractor.
  - 1. Include:
    - a. Date issued.
    - b. Project title and number.
    - c. Name of inspector.
    - d. Date and time of sampling or inspection.
    - e. Identification of product and specifications section.
    - f. Location in the Project.
    - g. Type of test/inspection.
    - h. Date of test/inspection.
    - i. Results of test/inspection.
    - j. Compliance with Contract Documents.
    - k. When requested by Architect, provide interpretation of results.
  - 2. Test report submittals are for Architect's knowledge as contract administrator for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents, or for Owner's information.

#### **1.03 REFERENCES AND STANDARDS**

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Comply with reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- C. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Architect shall be altered from Contract Documents by mention or inference otherwise in any reference document.

## PART 2 PRODUCTS - NOT USED

## PART 3 EXECUTION

### 3.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

### 3.02 TESTING AND INSPECTION

- A. Testing Agency Duties:
  - 1. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
  - 2. Perform specified sampling and testing of products in accordance with specified standards.
  - 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
  - 4. Promptly notify Architect and Contractor of observed irregularities or non-compliance of Work or products.
  - 5. Perform additional tests and inspections required by Architect.
  - 6. Submit reports of all tests/inspections specified.
- B. Limits on Testing/Inspection Agency Authority:
  - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
  - 2. Agency may not approve or accept any portion of the Work.
  - 3. Agency may not assume any duties of Contractor.
  - 4. Agency has no authority to stop the Work.
- C. Contractor Responsibilities:
  - 1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
  - 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
  - 3. Provide incidental labor and facilities:
    - a. To provide access to Work to be tested/inspected.
    - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
    - c. To facilitate tests/inspections.

- d. To provide storage and curing of test samples.
  - 4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
  - 5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
  - 6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- D. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by Architect.
- E. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.

### 3.03 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not complying with specified requirements.
- B. If, in the opinion of Architect, it is not practical to remove and replace the work, Architect will direct an appropriate remedy or adjust payment.

### **END OF SECTION**

## **SECTION 01 60 00 - PRODUCT REQUIREMENTS**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. General product requirements.
- B. Transportation, handling, storage and protection.
- C. Product option requirements.
- D. Substitution limitations.
- E. Maintenance materials, including extra materials, spare parts, tools, and software.

#### **1.02 SUBMITTALS**

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
  - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

### **PART 2 PRODUCTS**

#### **2.01 NEW PRODUCTS**

- A. Provide new products unless specifically required or permitted by Contract Documents.
- B. Use of products having any of the following characteristics is not permitted:
  - 1. Made using or containing CFC's or HCFC's.
  - 2. Made of wood from newly cut old growth timber.
  - 3. Containing lead, cadmium, or asbestos.

#### **2.02 PRODUCT OPTIONS**

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

#### **2.03 MAINTENANCE MATERIALS**

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver and place in location as directed; obtain receipt prior to final payment.

## PART 3 EXECUTION

### 3.01 SUBSTITUTION LIMITATIONS

- A. See Section 01 25 00 - Substitution Procedures.

### 3.02 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

### 3.03 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 01 74 19.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- G. Comply with manufacturer's warranty conditions, if any.
- H. Do not store products directly on the ground.
- I. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- J. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- K. Prevent contact with material that may cause corrosion, discoloration, or staining.

- L. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- M. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

**END OF SECTION**

## **SECTION 01 78 00 - CLOSEOUT PROCEDURES**

### **PART 1 GENERAL**

#### **1.01 SUMMARY**

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
- B. Substantial Completion procedures.
- C. Final completion procedures.
- D. Warranties.
- E. Final cleaning.
- F. Repair of the Work.

#### **1.02 ACTION SUBMITTALS**

- A. Product Data: For cleaning agents.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

#### **1.03 CLOSEOUT SUBMITTALS**

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.

#### **1.04 MAINTENANCE MATERIAL SUBMITTALS**

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

#### **1.05 SUBSTANTIAL COMPLETION PROCEDURES**

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
  - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
  - 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.

- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
  - 1. Complete final cleaning requirements.
  - 2. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
  - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
  - 2. Results of completed inspection will form the basis of requirements for final completion.

#### 1.06 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
  - 1. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
  - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

#### 1.07 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

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

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

#### 1.08 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
  - 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2 by 11-inch paper.
  - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a type description of the product or installation, including the name of the product and the name, address, and telephone number of installer.
  - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
  - 4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

### PART 2 PRODUCTS

#### 2.01 MATERIALS

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

### PART 3 EXECUTION

#### 3.01 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental land antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:

- a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
  - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
  - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
  - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
  - e. Remove snow and ice to provide safe access to building.
  - f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
  - g. Leave Project clean and ready for occupancy.
- C. Construction Waste Disposal: Comply with waste disposal requirements in Section 017419 “Construction Waste Management and Disposal.”

### 3.02 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restore, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
  - 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
  - 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
    - a. Do not paint over “UL” and other required labels and identification, including mechanical electrical nameplates. Remove paint applied to required labels and identification.
- C. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
- D. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

### END OF SECTION

## **SECTION 02 41 00 - DEMOLITION**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Building demolition excluding removal of hazardous materials and toxic substances.
- B. Selective demolition of building elements for alteration purposes.
- C. Abandonment and removal of existing utilities and utility structures.

#### **1.02 RELATED REQUIREMENTS**

- A. Section 00 31 00 - Available Project Information: Existing building survey conducted by Owner; information about known hazardous materials.
- B. Section 01 10 00 - Summary: Limitations on Contractor's use of site and premises.
- C. Section 01 10 00 - Summary: Description of items to be removed by Owner.
- D. Section 01 10 00 - Summary: Description of items to be salvaged or removed for re-use by Contractor.
- E. Section 01 50 00 - Temporary Facilities and Controls: Site fences, security, protective barriers, and waste removal.
- F. Section 01 70 00 - Execution and Closeout Requirements: Project conditions; protection of bench marks, survey control points, and existing construction to remain; reinstallation of removed products; temporary bracing and shoring.
- G. Section 01 74 19 - Construction Waste Management and Disposal: Limitations on disposal of removed materials; requirements for recycling.

#### **1.03 REFERENCE STANDARDS**

- A. 29 CFR 1926 - U.S. Occupational Safety and Health Standards; current edition.
- B. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2019.

#### **1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Demolition Plan: Submit demolition plan as specified by OSHA and local authorities.
  - 1. Indicate extent of demolition, removal sequence, bracing and shoring, and location and construction of barricades and fences.
  - 2. Identify demolition firm and submit qualifications.
  - 3. Include a summary of safety procedures.
- C. Project Record Documents: Accurately record actual locations of capped and active utilities and subsurface construction.

#### **1.05 QUALITY ASSURANCE**

- A. Demolition Firm Qualifications: Company specializing in the type of work required.

## PART 2 PRODUCTS

## PART 3 EXECUTION

### 3.01 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
  - 1. Obtain required permits.
  - 2. Comply with applicable requirements of NFPA 241.
  - 3. Use of explosives is not permitted.
  - 4. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
  - 5. Provide, erect, and maintain temporary barriers and security devices.
  - 6. Use physical barriers to prevent access to areas that could be hazardous to workers or the public.
  - 7. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
  - 8. Do not close or obstruct roadways or sidewalks without permit.
  - 9. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
- B. Do not begin removal until receipt of notification to proceed from Owner.
- C. Do not begin removal until built elements to be salvaged or relocated have been removed.
- D. Protect existing structures and other elements that are not to be removed.
  - 1. Provide bracing and shoring.
  - 2. Prevent movement or settlement of adjacent structures.
  - 3. Stop work immediately if adjacent structures appear to be in danger.
- E. Minimize production of dust due to demolition operations; do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.
- F. If hazardous materials are discovered during removal operations, stop work and notify Architect and Owner; hazardous materials include regulated asbestos containing materials, lead, PCB's, and mercury.
- G. Hazardous Materials: Comply with 29 CFR 1926 and state and local regulations.
- H. Perform demolition in a manner that maximizes salvage and recycling of materials.
  - 1. Comply with requirements of Section 01 74 19 - Waste Management and Disposal.
  - 2. Dismantle existing construction and separate materials.
  - 3. Set aside reusable, recyclable, and salvageable materials; store and deliver to collection point or point of reuse.

### 3.02 EXISTING UTILITIES

- A. Coordinate work with utility companies; notify before starting work and comply with their requirements; obtain required permits.
- B. Protect existing utilities to remain from damage.

- C. Do not disrupt public utilities without permit from authority having jurisdiction.
- D. Do not close, shut off, or disrupt existing life safety systems that are in use without at least 7 days prior written notification to Owner.
- E. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 3 days prior written notification to Owner.
- F. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary.
- G. Remove exposed piping, valves, meters, equipment, supports, and foundations of disconnected and abandoned utilities.
- H. Prepare building demolition areas by disconnecting and capping utilities outside the demolition zone; identify and mark utilities to be subsequently reconnected, in same manner as other utilities to remain.

### 3.03 SELECTIVE DEMOLITION FOR ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
  - 1. Verify that construction and utility arrangements are as shown.
  - 2. Report discrepancies to Architect before disturbing existing installation.
  - 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Separate areas in which demolition is being conducted from other areas that are still occupied.
  - 1. Provide, erect, and maintain temporary dustproof partitions of construction specified in Section 01 50 00 in locations indicated on drawings.
  - 2. Provide sound retardant partitions of construction indicated on drawings in locations indicated on drawings.
- C. Remove existing work as indicated and as required to accomplish new work.
  - 1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.
  - 2. Remove items indicated on drawings.
- D. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove existing systems and equipment as indicated.
  - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components.
  - 2. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
  - 3. See Section 01 10 00 for other limitations on outages and required notifications.
  - 4. Verify that abandoned services serve only abandoned facilities before removal.
  - 5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification.
- E. Protect existing work to remain.
  - 1. Prevent movement of structure; provide shoring and bracing if necessary.
  - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.

3. Repair adjacent construction and finishes damaged during removal work.
4. Patch as specified for patching new work.

3.04 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash from site.
- B. Remove from site all materials not to be reused on site; comply with requirements of Section 01 74 19 - Waste Management.
- C. Leave site in clean condition, ready for subsequent work.
- D. Clean up spillage and wind-blown debris from public and private lands.

**END OF SECTION**

## **SECTION 09 05 61 - COMMON WORK RESULTS FOR FLOORING PREPARATION**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. This section applies to floors identified in Contract Documents that are receiving the following types of floor coverings:
  - 1. Resilient tile and sheet.
  - 2. Carpet tile.
- B. Removal of existing floor coverings.
- C. Preparation of new and existing concrete floor slabs for installation of floor coverings.
- D. Testing of concrete floor slabs for moisture and alkalinity (pH).
- E. Remediation of concrete floor slabs due to unsatisfactory moisture or alkalinity (pH) conditions.
  - 1. Contractor shall perform all specified remediation of concrete floor slabs. If such remediation is indicated by testing agency's report and is due to a condition not under Contractor's control or could not have been predicted by examination prior to entering into the contract, a contract modification will be issued.
- F. Patching compound.
- G. Remedial floor coatings.

#### **1.02 RELATED REQUIREMENTS**

- A. Section 01 40 00 - Quality Requirements: Additional requirements relating to testing agencies and testing.
- B. Section 01 74 19 - Construction Waste Management and Disposal: Handling of existing floor coverings removed.
- C. Section 03 30 00 - Cast-in-Place Concrete: Limitations on curing requirements for new concrete floor slabs.

#### **1.03 REFERENCE STANDARDS**

- A. ASTM C109/C109M - Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or [50 mm] Cube Specimens); 2021.
- B. ASTM C472 - Standard Test Methods for Physical Testing of Gypsum, Gypsum Plasters and Gypsum Concrete; 2020.
- C. ASTM F710 - Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring; 2021.
- D. ASTM F1869 - Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride; 2016a.
- E. ASTM F2170 - Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes; 2019a.
- F. RFCI (RWP) - Recommended Work Practices for Removal of Resilient Floor Coverings; 2011.

#### 1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate scheduling of cleaning and testing, so that preliminary cleaning has been completed for at least 24 hours prior to testing.

#### 1.05 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Floor Covering and Adhesive Manufacturers' Product Literature: For each specific combination of substrate, floor covering, and adhesive to be used; showing:
  - 1. Moisture and alkalinity (pH) limits and test methods.
  - 2. Manufacturer's required bond/compatibility test procedure.
- C. Remedial Materials Product Data: Manufacturer's published data on each product to be used for remediation.
  - 1. Certificate: Manufacturer's certification of compatibility with types of flooring applied over remedial product.
  - 2. Test reports indicating compliance with specified performance requirements, performed by nationally recognized independent testing agency.
- D. Testing Agency's Report:
  - 1. Description of areas tested; include floor plans and photographs if helpful.
  - 2. Summary of conditions encountered.
  - 3. Moisture and alkalinity (pH) test reports.
  - 4. Copies of specified test methods.
  - 5. Recommendations for remediation of unsatisfactory surfaces.
  - 6. Product data for recommended remedial coating.
  - 7. Submit report to Architect.
  - 8. Submit report not more than two business days after conclusion of testing.
- E. Adhesive Bond and Compatibility Test Report.

#### 1.06 QUALITY ASSURANCE

- A. Contractor may perform adhesive and bond test with Contractor's own personnel or hire a testing agency.
- B. Testing Agency Qualifications: Independent testing agency experienced in the types of testing specified.
- C. Contractor's Responsibility Relating to Independent Agency Testing:
  - 1. Provide access for and cooperate with testing agency.
  - 2. Confirm date of start of testing at least 10 days prior to actual start.
  - 3. Allow at least 4 business days on site for testing agency activities.
  - 4. Achieve and maintain specified ambient conditions.

#### 1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, handle, and protect products in accordance with manufacturer's instructions and recommendations.
- B. Deliver materials in manufacturer's packaging; include installation instructions.
- C. Keep materials from freezing.

## 1.08 FIELD CONDITIONS

- A. Maintain ambient temperature in spaces where concrete testing is being performed, and for at least 48 hours prior to testing, at not less than 65 degrees F or more than 85 degrees F.
- B. Maintain relative humidity in spaces where concrete testing is being performed, and for at least 48 hours prior to testing, at not less than 40 percent and not more than 60 percent.

## PART 2 PRODUCTS

### 2.01 MATERIALS

- A. Patching Compound: Floor covering manufacturer's recommended product, suitable for conditions, and compatible with adhesive and floor covering. In the absence of any recommendation from flooring manufacturer, provide a product with the following characteristics:
  - 1. Cementitious moisture-, mildew-, and alkali-resistant compound, compatible with floor, floor covering, and floor covering adhesive, and capable of being feathered to nothing at edges.
  - 2. Compressive Strength: 3000 psi, minimum, after 28 days, when tested in accordance with ASTM C109/C109M or ASTM C472, whichever is appropriate.
  - 3. Products:
    - a. ARDEX Engineered Cements; ARDEX Feather Finish: [www.ardexamericas.com/#sle](http://www.ardexamericas.com/#sle).
    - b. H.B. Fuller Construction Products, Inc; TEC Feather Edge Skim Coat: [www.tecspecialty.com/#sle](http://www.tecspecialty.com/#sle).
    - c. LATICRETE International, Inc; SKIM LITE: [www.laticrete.com/#sle](http://www.laticrete.com/#sle).
    - d. USG Corporation; Durock Brand Advanced Skim Coat Floor Patch: [www.usg.com/#sle](http://www.usg.com/#sle).
    - e. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Alternate Flooring Adhesive: Floor covering manufacturer's recommended product, suitable for the moisture and pH conditions present; low-VOC. In the absence of any recommendation from flooring manufacturer, provide a product recommended by adhesive manufacturer as suitable for substrate and floor covering and for conditions present.
- C. Remedial Floor Coating: Single- or multi-layer coating or coating/overlay combination intended by its manufacturer to resist water vapor transmission to degree sufficient to meet flooring manufacturer's emission limits, resistant to the level of alkalinity (pH) found, and suitable for adhesion of flooring without further treatment.
  - 1. Thickness: As required for application and in accordance with manufacturer's installation instructions.
  - 2. Use product recommended by testing agency.

## PART 3 EXECUTION

### 3.01 CONCRETE SLAB PREPARATION

- A. Perform following operations in the order indicated:
  - 1. Existing concrete slabs (on-grade and elevated) with existing floor coverings:
    - a. Visual observation of existing floor covering, for adhesion, water damage, alkaline deposits, and other defects.

- b. Removal of existing floor covering.
  - 2. Existing concrete slabs with coatings or penetrating sealers/hardeners/dustproofers:
    - a. Remove existing coatings and curing agents from surface according to recommendations of remedial coating manufacturer.
    - b. Prepare surface according to recommendations of remedial coating manufacturer and according to ASTM D4259.
  - 3. Preliminary cleaning.
  - 4. Moisture vapor emission tests; 3 tests in the first 1000 square feet and one test in each additional 1000 square feet, unless otherwise indicated or required by flooring manufacturer.
  - 5. Internal relative humidity tests; in same locations as moisture vapor emission tests, unless otherwise indicated.
  - 6. Alkalinity (pH) tests; in same locations as moisture vapor emission tests, unless otherwise indicated.
  - 7. Specified remediation, if required.
  - 8. Patching, smoothing, and leveling, as required.
  - 9. Other preparation specified.
  - 10. Adhesive bond and compatibility test.
  - 11. Protection.
- B. Remediations:
- 1. Active Water Leaks or Continuing Moisture Migration to Surface of Slab: Correct this condition before doing any other remediation; re-test after correction.
  - 2. Excessive Moisture Emission or Relative Humidity: If an adhesive that is resistant to the level of moisture present is available and acceptable to flooring manufacturer, use that adhesive for installation of the flooring; if not, apply remedial floor coating or remedial sheet membrane over entire suspect floor area.
  - 3. Excessive Alkalinity (pH): If remedial floor coating is necessary to address excessive moisture, no additional remediation is required; if not, if an adhesive that is resistant to the level present is available and acceptable to the flooring manufacturer, use that adhesive for installation of the flooring; otherwise, apply a skim coat of specified patching compound over entire suspect floor area.

### 3.02 REMOVAL OF EXISTING FLOOR COVERINGS

- A. Comply with local, State, and federal regulations and recommendations of RFCI Recommended Work Practices for Removal of Resilient Floor Coverings, as applicable to floor covering being removed.
- B. Dispose of removed materials in accordance with local, State, and federal regulations and as specified.

### 3.03 PRELIMINARY CLEANING

- A. Clean floors of dust, solvents, paint, wax, oil, grease, asphalt, residual adhesive, adhesive removers, film-forming curing compounds, sealing compounds, alkaline salts, excessive laitance, mold, mildew, and other materials that might prevent adhesive bond.
- B. Do not use solvents or other chemicals for cleaning.

### 3.04 MOISTURE VAPOR EMISSION TESTING

- A. Where the floor covering manufacturer's requirements conflict with either the referenced test method or this specification, comply with the manufacturer's requirements.
- B. Where this specification conflicts with the referenced test method, comply with the requirements of this section.
- C. Test in accordance with ASTM F1869 and as follows.
- D. Plastic sheet test and mat bond test may not be substituted for the specified ASTM test method, as those methods do not quantify the moisture content sufficiently.
- E. In the event that test values exceed floor covering manufacturer's limits, perform remediation as indicated. In the absence of manufacturer limits, perform remediation if test values exceed 3 pounds per 1000 square feet per 24 hours.
- F. Report: Report the information required by the test method.

### 3.05 INTERNAL RELATIVE HUMIDITY TESTING

- A. Where the floor covering manufacturer's requirements conflict with either the referenced test method or this specification, comply with the manufacturer's requirements.
- B. Where this specification conflicts with the referenced test method, comply with the requirements of this section.
- C. Test in accordance with ASTM F2170 Procedure A and as follows.
- D. Testing with electrical impedance or resistance apparatus may not be substituted for the specified ASTM test method, as the values determined are not comparable to the ASTM test values and do not quantify the moisture content sufficiently.
- E. In the event that test values exceed floor covering manufacturer's limits, perform remediation as indicated. In the absence of manufacturer limits, perform remediation if any test value exceeds 75 percent relative humidity.
- F. Report: Report the information required by the test method.

### 3.06 ALKALINITY TESTING

- A. Where the floor covering manufacturer's requirements conflict with either the referenced test method or this specification, comply with the manufacturer's requirements.
- B. The following procedure is the equivalent of that described in ASTM F710, repeated here for the Contractor's convenience.
  - 1. Use a wide range alkalinity (pH) test paper, its associated chart, and distilled or deionized water.
  - 2. Place several drops of water on a clean surface of concrete, forming a puddle approximately 1 inch in diameter. Allow the puddle to set for approximately 60 seconds, then dip the alkalinity (pH) test paper into the water, remove it, and compare immediately to chart to determine alkalinity (pH) reading.
  - 3. Use of a digital pH meter with probe is acceptable; follow meter manufacturer's instructions.
- C. In the event that test values exceed floor covering manufacturer's limits, perform remediation as indicated. In the absence of manufacturer limits, perform remediation if alkalinity (pH) test value is over 10.

3.07 PREPARATION

- A. See individual floor covering section(s) for additional requirements.
- B. Comply with recommendations of testing agency.
- C. Comply with requirements and recommendations of floor covering manufacturer.
- D. Fill and smooth surface cracks, grooves, depressions, control joints and other non-moving joints, and other irregularities with patching compound.
- E. Do not fill expansion joints, isolation joints, or other moving joints.

3.08 ADHESIVE BOND AND COMPATIBILITY TESTING

- A. Comply with requirements and recommendations of floor covering manufacturer.

3.09 APPLICATION OF REMEDIAL FLOOR COATING

- A. Comply with requirements and recommendations of coating manufacturer.

3.10 APPLICATION OF REMEDIAL FLOOR TREATMENT

- A. Comply with requirements and recommendations of treatment manufacturer.

3.11 PROTECTION

- A. Cover prepared floors with building paper or other durable covering.

**END OF SECTION**

## **SECTION 09 65 00 - RESILIENT FLOORING**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Resilient base.
- B. Installation accessories.

#### **1.02 RELATED REQUIREMENTS**

- A. Section 03 30 00 - Cast-in-Place Concrete: Restrictions on curing compounds for concrete slabs and floors.
- B. Section 09 05 61 - Common Work Results for Flooring Preparation: Removal of existing floor coverings, cleaning, and preparation.
- C. Section 09 05 61 - Common Work Results for Flooring Preparation: Concrete slab moisture and alkalinity testing and remediation procedures.

#### **1.03 REFERENCE STANDARDS**

- A. ASTM F710 - Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring; 2021.
- B. ASTM F1861 - Standard Specification for Resilient Wall Base; 2021.
- C. ASTM F1869 - Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride; 2016a.

#### **1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on specified products, describing physical and performance characteristics; including sizes, patterns and colors available; and installation instructions.
- C. Shop Drawings: Indicate seaming plans and floor patterns.
- D. Selection Samples: Submit manufacturer's complete set of color samples for Architect's initial selection.
- E. Certification: Prior to installation of flooring, submit written certification by flooring manufacturer and adhesive manufacturer that condition of subfloor is acceptable.
- F. Maintenance Data: Include maintenance procedures, recommended maintenance materials, and suggested schedule for cleaning, stripping, and re-waxing.
- G. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
  - 1. See Section 01 60 00 - Product Requirements, for additional provisions.
  - 2. Extra Flooring Material: 3% square feet of each type and color.
  - 3. Extra Wall Base: 3% linear feet of each type and color.

#### **1.05 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing specified flooring with minimum three years documented experience.
- B. Installer Qualifications: Company specializing in installing specified flooring with minimum three years documented experience.

## 1.06 DELIVERY, STORAGE, AND HANDLING

- A. Upon receipt, immediately remove any shrink-wrap and check materials for damage and the correct style, color, quantity and run numbers.
- B. Store all materials off of the floor in an acclimatized, weather-tight space.
- C. Maintain temperature in storage area between 55 degrees F and 90 degrees F.
- D. Protect roll materials from damage by storing on end.
- E. Do not double stack pallets.

## 1.07 FIELD CONDITIONS

- A. Store materials for not less than 48 hours prior to installation in area of installation at a temperature of 70 degrees F to achieve temperature stability. Thereafter, maintain conditions above 55 degrees F.

## PART 2 PRODUCTS

### 2.01 RESILIENT BASE (RB)

- A. Resilient Base: ASTM F1861, Type TP, rubber, thermoplastic; top set Style B, Cove, and as follows:
  - 1. Manufacturers:
    - a. Johnsonite, a Tarkett Company; Duracove: [www.johnsonite.com/#sle](http://www.johnsonite.com/#sle).
    - b. Roppe Corporation; \_\_\_\_\_: [www.roppe.com/#sle](http://www.roppe.com/#sle).
    - c. Shaw Contract: [www.shawcontract.com](http://www.shawcontract.com).
    - d. Mannington Commercial; Burke Base; [www.manningtoncommercial.com](http://www.manningtoncommercial.com)
    - e. Substitutions: See Section 01 60 00 - Product Requirements.
  - 2. Height: 4 inch.
  - 3. Thickness: 0.125 inch thick.
  - 4. Finish: Satin.
  - 5. Length: Roll.
  - 6. Color: To be selected by Architect from manufacturer's full range.

### 2.02 ACCESSORIES

- A. Subfloor Filler: White premix latex; type recommended by adhesive material manufacturer.
- B. Primers, Adhesives, and Seaming Materials: Waterproof; types recommended by flooring manufacturer.
- C. Moldings, Transition and Edge Strips: \_\_\_\_\_.
  - 1. Refer to Floor Finish Details
  - 2. Material: Vinyl
  - 3. Profile and Dimensions: As indicated
  - 4. No transition strips required between 4 mm LVT and Carpet Tile.
  - 5. Colors: As selected by Architect from manufacturer's full range.
  - 6. Manufacturers:
    - a. Johnsonite, a Tarkett Company; \_\_\_\_\_: [www.johnsonite.com/#sle](http://www.johnsonite.com/#sle).
    - b. Roppe Corporation; \_\_\_\_\_: [www.roppe.com/#sle](http://www.roppe.com/#sle).
    - c. Shaw Contract; [www.shawcontract.com](http://www.shawcontract.com).
    - d. Mannington Commercial; [www.manningtoncommercial.com](http://www.manningtoncommercial.com)

- e. Substitutions: See Section 01 60 00 - Product Requirements.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Verify that wall surfaces are smooth and flat within the tolerances specified for that type of work, are dust-free, and are ready to receive resilient base.

### 3.02 PREPARATION

- A. Prepare floor substrates as recommended by flooring and adhesive manufacturers.
- B. Clean substrate.

### 3.03 INSTALLATION- GENERAL

- A. Starting installation constitutes acceptance of sub-floor conditions.
- B. Install in accordance with manufacturer's instructions.
- C. Adhesive-Applied Installation:
  - 1. Spread only enough adhesive to permit installation of materials before initial set.
  - 2. Fit joints and butt seams tightly.
  - 3. Set flooring in place, press with heavy roller to attain full adhesion.
- D. Where type of floor finish, pattern, or color are different on opposite sides of door, terminate flooring under centerline of door.
- E. Install edge strips at unprotected or exposed edges, where flooring terminates, and where indicated.
  - 1. Resilient Strips: Attach to substrate using adhesive.
- F. Scribe flooring to walls, columns, cabinets, floor outlets, and other appurtenances to produce tight joints.

### 3.04 RESILIENT BASE

- A. Fit joints tightly and make vertical. Maintain minimum dimension of 18 inches between joints.
- B. Install base on solid backing. Bond tightly to wall and floor surfaces.
- C. Job-Formed Corners:
  - 1. Outside Corners: Use straight pieces of maximum lengths possible and form with returns not less than 3 inches (76 mm) in length.
    - a. Form without producing discoloration (whitening) at bends.
  - 2. Inside Corners: Use straight pieces of maximum lengths possible and form with returns not less than 3 inches (76 mm) in length.
    - a. Miter or cope corners to minimize open joints.
- D. Scribe and fit to door frames and other interruptions.
- E. On masonry surfaces or other similar irregular substrates, fill voids along top edge of resilient base with manufacturer's recommended adhesive filler material.

### 3.05 CLEANING

- A. Remove excess adhesive from floor, base, and wall surfaces without damage.
- B. Clean in accordance with manufacturer's instructions.

3.06 PROTECTION

- A. Prohibit traffic on resilient flooring for 48 hours after installation.

**END OF SECTION**

## **SECTION 09 68 13 - TILE CARPETING**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Carpet tile, fully adhered.
- B. Removal of existing carpet tile.

#### **1.02 RELATED REQUIREMENTS**

- A. Section 01 74 19 - Construction Waste Management and Disposal: Reclamation/Recycling of new carpet tile scrap, removed carpet tile, and \_\_\_\_\_.
- B. Section 03 30 00 - Cast-in-Place Concrete: Restrictions on curing compounds for concrete slabs and floors.
- C. Section 09 05 61 - Common Work Results for Flooring Preparation: Removal of existing floor coverings, cleaning, and preparation.
- D. Section 09 05 61 - Common Work Results for Flooring Preparation: Concrete slab moisture and alkalinity testing and remediation procedures.

#### **1.03 REFERENCE STANDARDS**

- A. ASTM D2859 - Standard Test Method for Ignition Characteristics of Finished Textile Floor Covering Materials; 2016 (Reapproved 2021).
- B. ASTM F710 - Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring; 2021.
- C. ASTM F1869 - Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride; 2016a.
- D. CRI 104 - Standard for Installation of Commercial Carpet; 2015.

#### **1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on specified products, describing physical and performance characteristics; sizes, patterns, colors available, and method of installation.
- C. Samples: Submit two carpet tiles illustrating color and pattern design for each carpet color selected.
- D. Maintenance Data: Include maintenance procedures, recommended maintenance materials, and suggested schedule for cleaning.
- E. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
  - 1. See Section 01 60 00 - Product Requirements, for additional provisions.
  - 2. Extra Carpet Tiles: Quantity equal to 5 percent of total installed of each color and pattern installed.

#### **1.05 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing specified carpet tile with minimum three years documented experience.

- B. Installer Qualifications: Company specializing in installing carpet tile with minimum three years documented experience and approved by carpet tile manufacturer.

#### 1.06 FIELD CONDITIONS

- A. Store materials in area of installation for minimum period of 24 hours prior to installation.

#### 1.07 WARRANTY

- A. Special Warranty for Carpet Tiles: Manufacturer agrees to repair or replace components of carpet tile installation that fail in materials or workmanship within specified warranty period.
  - 1. Warranty does not include deterioration or failure of carpet tile due to unusual traffic, failure of substrate, vandalism, or abuse.
  - 2. Failures include, but are not limited to, more than 10 percent edge raveling, snags, runs, dimensional stability, excess static discharge, loss of tuft bind stretch, loss of face fiber and delamination.

### PART 2 PRODUCTS

#### 2.01 MATERIALS

- A. Tile Carpeting, Type CPT1: Tufted, manufactured in one color dye lot.
  - 1. Product: Fiction II 7025 manufactured by J&J Commercial.
  - 2. Tile Size: 24" x 24" inch, nominal.
  - 3. Color: Spine 3345.
  - 4. Surface Flammability Ignition: Pass ASTM D2859 (the "pill test").
  - 5. Gage: 1/12 inch.
  - 6. Stitches: 10 per inch.
  - 7. Backing Material: Nexus Modular.
  - 8. Total Weight: 19 oz/sq yd.
  - 9. Installation: Ashlar

#### 2.02 ACCESSORIES

- A. Sub-Floor Filler: White premix latex; type recommended by flooring material manufacturer.
- B. Carpet Tile Adhesive: Recommended by carpet tile manufacturer; releasable type.

### PART 3 EXECUTION

#### 3.01 EXAMINATION

- A. Verify that sub-floor surfaces are smooth and flat within tolerances specified for that type of work and are ready to receive carpet tile.
- B. Verify that sub-floor surfaces are dust-free and free of substances that could impair bonding of adhesive materials to sub-floor surfaces.
- C. Cementitious Sub-floor Surfaces: Verify that substrates are dry enough and ready for flooring installation by testing for moisture and pH.
  - 1. Test in accordance with ASTM F710.
  - 2. Obtain instructions if test results are not within limits recommended by flooring material manufacturer and adhesive materials manufacturer.

### 3.02 PREPARATION

- A. Remove existing carpet tile.
- B. Prepare floor substrates as recommended by flooring and adhesive manufacturers.
- C. Remove subfloor ridges and bumps. Fill minor or local low spots, cracks, joints, holes, and other defects with subfloor filler.
- D. Apply, trowel, and float filler to achieve smooth, flat, hard surface. Prohibit traffic until filler is cured.
- E. Vacuum clean substrate.

### 3.03 INSTALLATION

- A. Starting installation constitutes acceptance of sub-floor conditions.
- B. Install carpet tile in accordance with manufacturer's instructions.
- C. Blend carpet from different cartons to ensure minimal variation in color match.
- D. Cut carpet tile clean. Fit carpet tight to intersection with vertical surfaces without gaps.
- E. Lay carpet tile in square pattern, with pile direction parallel to next unit, set parallel to building lines.
- F. Locate change of color or pattern between rooms under door centerline.
- G. Fully adhere carpet tile to substrate.
- H. Trim carpet tile neatly at walls and around interruptions.
- I. Complete installation of edge strips, concealing exposed edges.
- J. Protect installed carpet tile to comply with CRI 104, Section 16, "Protecting Indoor Installation"

### 3.04 CLEANING

- A. See Section 01 70 00 - Execution and Closeout Requirements for additional requirements.
- B. Remove excess adhesive without damage, from floor, base, and wall surfaces.
- C. Clean and vacuum carpet surfaces.

### **END OF SECTION**

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

**BID INFORMATION**

1.01 **BIDDER:** Vitztum Commercial Flooring, Inc.

- A. Project Name: USD 457 Abe Hubert Flooring Upgrades
- B. Project Location:
  - 1. 1205 A Street, Garden City, Kansas.
- C. Owner: Garden City Unified School District #457 Board of Education.
- D. Architect: GMCN Architects, Inc.
- E. Architect Project Number: 202435

1.02 **CERTIFICATIONS AND BASE BID**

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by GMCN Architects Inc. and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:
  - 1. Sixty Thousand Seven Hundred and No/100----- Dollars (\$ 60,700.00 ).

1.03 **BID GUARANTEE**

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

1.04 **TIME OF COMPLETION**

- A. If this Bid is accepted we will:
- B. Complete the Work in 60 calendar days from Contract Date.  
(Bidder to enter number of days.)

1.05 **ACKNOWLEDGEMENT OF ADDENDA**

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
  - 1. Addendum No. 1, dated 02.03.2025.
  - 2. Addendum No. 2, dated \_\_\_\_\_.
  - 3. Addendum No. 3, dated \_\_\_\_\_.
  - 4. Addendum No. 4, dated \_\_\_\_\_.

1.06 CHANGES TO THE WORK

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

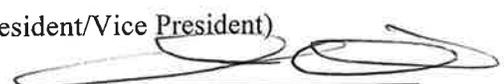
1.07 BID SUPPLEMENTS

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

1.08 CONTRACTOR'S LICENSE

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

1.09 SUBMISSION OF BID

- A. Respectfully submitted this 11th day of February, 2025.
- B. Submitted By: Vitztum Commercial Flooring, Inc.
- C. (Name of bidding firm or corporation)
- D. Authorized Signature: 
- E. (Handwritten signature)
- F. Signed By: Brian L. Vitztum
- G. (Type or print name)
- H. Title: COO/Sr Project Manager
- I. (Owner/Partner/President/Vice President)
- J. Witness By: 
- K. (Handwritten signature)
- L. Attest: 
- M. (Handwritten signature)
- N. David Vitztum
- O. (Type or print name)
- P. Title: President/CEO

Q. (Corporate Secretary or Assistant Secretary)

R. Street Address: PO Box 642

S. City, State, Zip Hays KS 67601

T. Phone: 785-628-2806

U. License No.: \_\_\_\_\_

V. Federal ID No.: 48 0874202

1.10 (AFFIX CORPORATE SEAL HERE)

**END OF DOCUMENT 004113**

**SECTION 00 43 23 - ALTERNATES FORM**

**PARTICULARS**

- 1.01 THE FOLLOWING IS THE LIST OF ALTERNATES REFERENCED IN THE BID SUBMITTED BY:
- 1.02 (BIDDER) Vitztum Commercial Flooring, Inc.
- 1.03 TO (OWNER): USD #457 GARDEN CITY SCHOOLS
- 1.04 DATED 02.11.2025 AND WHICH IS AN INTEGRAL PART OF THE BID FORM.

**ALTERNATES LIST**

- 2.01 THE FOLLOWING AMOUNTS SHALL BE ADDED TO THE BID AMOUNT. REFER TO SECTION 01 23 00 - ALTERNATES.

ALTERNATE # 1: (ADD) / (DEDUCT) \$ 34,000.00

**END OF SECTION**

**INLAND**  
**INSURANCE COMPANY**

P.O. Box 80468  
Lincoln, Nebraska 68501  
Phone • 1-800-755-2666  
FAX • 402-435-3274

**UNIVERSAL**  
**SURETY COMPANY**

---

## BID BOND

---

KNOW ALL MEN BY THESE PRESENTS: That we,  
Vitztum Commercial Flooring, Inc., 4333 W May, Wichita, KS 67601

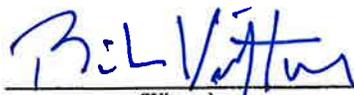
as Principal, hereinafter called the Principal, and Inland Insurance Company  
a corporation duly organized under the laws of the State of **NEBRASKA**, as Surety, hereinafter called the Surety, are held and firmly bound unto  
Garden City USD 457, 1205 Fleming Street, Garden City, KS 67846

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Bid - \_\_\_\_\_  
(\$5 % of Bid ) DOLLARS,  
lawful money of the United States of America, for the payment of which sum of money well and truly to be made, the said Principal and Surety bind  
themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for: Project # 202435. Flooring upgrade to Abe Hubert Elementary School,  
1205 A Street, Garden City KS 67846.

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in  
accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient  
surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event  
of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the  
penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to  
perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed, Sealed and Dated, this 11th day of February, 20 25 .

  
\_\_\_\_\_  
(Witness)

Vitztum Commercial Flooring, Inc.  
\_\_\_\_\_  
(Principal) (Seal)

By   
\_\_\_\_\_  
(Name) (Title)

Inland Insurance Company  
\_\_\_\_\_  
(Surety) (Seal)

By   
\_\_\_\_\_  
(Attorney-in-Fact) William Wasinger

**INLAND INSURANCE COMPANY**  
Lincoln, Nebraska

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:**

That the **INLAND INSURANCE COMPANY**, a corporation of the State of Nebraska having its principal office in the City of Lincoln, Nebraska, pursuant to the following Bylaw, which was adopted by the Board of Directors of the said Company on July 23, 1981, to wit:

"Article V-Section 6. **RESIDENT OFFICERS AND ATTORNEYS-IN-FACT.** The President or any Vice President, acting with any Secretary or Assistant Secretary, shall have the authority to appoint Resident Vice Presidents and Attorneys-In-Fact, with the power and authority to sign, execute, acknowledge and deliver on its behalf, as Surety: Any and all undertakings of suretyship and to affix thereto the corporate seal of the corporation. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall also have the authority to remove and revoke the authority of any such appointee at any time."

**William L. Wasinger or William M. Wasinger  
or Daniel Wasinger, Hays, Kansas**

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety:  
Any and all undertakings of suretyship

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Lincoln, Nebraska, in their own persons.

The following Resolution was adopted at the Regular Meeting of the Board of Directors of the **INLAND INSURANCE COMPANY**, held on July 23, 1981:  
"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Article V-Section 6 of the Company Bylaws: and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.  
IN WITNESS WHEREOF, **INLAND INSURANCE COMPANY** has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 16th day of February, 20 22.

*Carol J. Clark*

Secretary/Treasurer

By

State of Nebraska

County

of

ss.

Lancaster

INLAND INSURANCE COMPANY

*Curtis L. Hartter* President



On this 16th day of February, 20 22, before me personally came Curtis L. Hartter, to me known, who being by me duly sworn, did depose and say that (s)he resides in the County of Lancaster, State of Nebraska; that (s)he is the President of the **INLAND INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

*Tara Martin*

Notary Public

My Commission Expires February 16, 2026.



I, Philip C. Abel, Director of **INLAND INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said **INLAND INSURANCE COMPANY**, which is still in full force and effect.

Signed and sealed at the City of Lincoln, Nebraska this 11th day of February, 20 25.

*Philip C. Abel*

Director





Bid Tabulation for  
 Abe Hubert Elem. School Flooring Upgrades  
 USD #457 Garden City Schools  
 Tuesday, February 11, 2025



	J&M Paint, Garden City, KS	Viztum, Hays, KS	L&L Flooring, Garden City, KS	Star Lumber, Wichita, KS	Country Carpet, Wichita, KS
<b>Base Bid</b>	\$63,000.00	\$60,700.00	NO BID	\$50,796.00	NO BID
<b>Alternate Price</b>					
A-1: Additional Classrooms and Offices	\$37,800.00	\$34,000.00		\$29,461.38	
<b>Total Bid With Alternate</b>	<b>\$100,800.00</b>	<b>\$94,700.00</b>		<b>\$80,257.38</b>	
<b>Number of Calendar days to Complete Work</b>	30 Days	60 Days		14 Days	
<b>Number of Addenda Received</b>	Yes Add. #1	Yes, Add. #1		None*	
<b>Bid Bond</b>	Yes	Yes	↓	Yes	↓

\* GMCN spoke with Star Lumber and they missed marking the acknowledgement of Addendum #1, but had all contents in their bid

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

**BID INFORMATION**

**1.01 BIDDER:**

- A. Project Name: USD 457 Abe Hubert Flooring Upgrades
- B. Project Location:
  - 1. 1205 A Street, Garden City, Kansas.
- C. Owner: Garden City Unified School District #457 Board of Education.
- D. Architect: GMCN Architects, Inc.
- E. Architect Project Number: 202435

**1.02 CERTIFICATIONS AND BASE BID**

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by GMCN Architects Inc. and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:
  - 1. Sixty three thousand + N/100 Dollars (\$ 63,000<sup>00</sup>).

**1.03 BID GUARANTEE**

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

**1.04 TIME OF COMPLETION**

- A. If this Bid is accepted we will:
- B. Complete the Work in 30 calendar days from Contract Date.  
(Bidder to enter number of days.)

**1.05 ACKNOWLEDGEMENT OF ADDENDA**

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
  - 1. Addendum No. 1, dated 2/3/2025.
  - 2. Addendum No. 2, dated \_\_\_\_\_.
  - 3. Addendum No. 3, dated \_\_\_\_\_.
  - 4. Addendum No. 4, dated \_\_\_\_\_.

1.06 CHANGES TO THE WORK

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

1.07 BID SUPPLEMENTS

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

1.08 CONTRACTOR'S LICENSE

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

1.09 SUBMISSION OF BID

- A. Respectfully submitted this 10<sup>th</sup> day of FEB, 2025.
- B. Submitted By: J + M PAINT + DECORATING CTR. INC
- C. (Name of bidding firm or corporation) J + M PAINT + DECORATING CTR INC
- D. Authorized Signature: James B Koerperich
- E. (Handwritten signature) James B Koerperich
- F. Signed By: JAMES B KOERPERICH
- G. (Type or print name)
- H. Title: pres.
- I. (Owner/Partner/President/Vice President)
- J. Witness By: Daryl F Hertel
- K. (Handwritten signature) DARYL F Hertel
- L. Attest: Karen Lubbers
- M. (Handwritten signature)
- N. Karen Lubbers
- O. (Type or print name)
- P. Title: Assistant manager

Q. (Corporate Secretary or Assistant Secretary)

R. Street Address: 1615 Buffalo Jones Ave.

S. City, State, Zip GARDEN CITY, KS 67846

T. Phone: 620 276 3811

U. License No.: \_\_\_\_\_

V. Federal ID No.: 48 08 47418

1.10 (AFFIX CORPORATE SEAL HERE)

END OF DOCUMENT 004113

**SECTION 00 43 23 - ALTERNATES FORM**

**PARTICULARS**

- 1.01 THE FOLLOWING IS THE LIST OF ALTERNATES REFERENCED IN THE BID SUBMITTED BY:
- 1.02 (BIDDER) \_\_\_\_\_
- 1.03 TO (OWNER): USD #457 GARDEN CITY SCHOOLS
- 1.04 DATED \_\_\_\_\_ AND WHICH IS AN INTEGRAL PART OF THE BID FORM.

**ALTERNATES LIST**

- 2.01 THE FOLLOWING AMOUNTS SHALL BE ADDED TO THE BID AMOUNT. REFER TO SECTION 01 23 00 - ALTERNATES.

ALTERNATE # 1: ADD / (DEDUCT) \$ \_\_\_\_\_

**END OF SECTION**

# MERCHANTS BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498  
PHONE: (800) 678-8171 FAX: (515) 243-3854

## Bid Bond

Bond Number: 487841

### CONTRACTOR:

(Name, legal status and address)

J & M Paint & Decorating Center Inc  
1615 Buffalo Jones  
Garden City, KS 67846

### OWNER:

(Name, legal status and address)

Garden City USD 457, Garden City, KS 67846  
1205 Fleming St  
Garden City, KS 67846

**BOND AMOUNT:** Five Percent of Bid Amount  
5 %

### PROJECT:

(Name, location or address, and Project number, if any)

Abe Hubert Elementary School - Remove and replace carpet

### SURETY:

(Name, legal status and principal place  
of business)

Merchants Bonding Company (Mutual)  
A Corporation  
6700 Westown Parkway, West Des Moines, IA 50266

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

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

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3rd day of February, 2025

Daryl F Heeter  
(Witness)

J & M Paint & Decorating Center Inc

James B Cooper  
(Principal) (Seal)  
PRES.  
(Title)

Alyssa Cedillo  
(Witness) Alyssa Cedillo

Merchants Bonding Company (Mutual)

(Surety) [Signature] (Seal)

210  
(Title) Carmen M Broadway Attorney-in-Fact

CON 0657 (2/15)

Printed in cooperation with American Institute of Architects (AIA). The language in this document conforms exactly to the language used in AIA Document A310-Bid Bond-2010

# MERCHANTS BONDING COMPANY

## POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

**Carmen M Broadway**

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February, 2025.



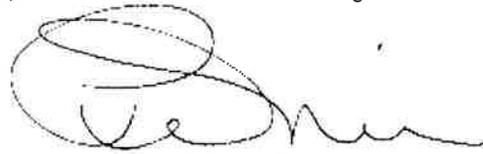
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By   
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 3rd day of February, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 3rd day of February, 2025.



  
Secretary

# MERCHANTS BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498  
PHONE: (800) 678-8171 FAX: (515) 243-3854

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

J & M Paint & Decorating Center Inc  
1615 Buffalo Jones  
Garden City, KS 67846

### OWNER:

(Name, legal status and address)

Garden City USD 457, 1205 Fleming St, Garden City, KS 67846  
1205 Fleming St  
Garden City, KS 67846

**BOND AMOUNT:** Five Percent of Bid Amount  
5 %

### PROJECT:

(Name, location or address, and Project number, if any)

Abe Hubert Elementary School - Remove and replace carpet

Bond Number: 487835

### SURETY:

(Name, legal status and principal place  
of business)

Merchants Bonding Company (Mutual)  
A Corporation  
6700 Westown Parkway, West Des Moines, IA 50266

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

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

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3rd day of February, 2025

Daryl Hertel  
(Witness)

J & M Paint & Decorating Center Inc

Daniel B Kociperit  
(Principal)

pres  
(Title)

(Seal)

Alyssa Cedillo  
(Witness) Alyssa Cedillo

Merchants Bonding Company (Mutual)

(Surety)

212  
(Title) Carmen M Broadway Attorney-in-Fact

(Seal)

CON 0657 (2/15)

Printed in cooperation with American Institute of Architects (AIA). The language in this document conforms exactly to the language used in AIA Document A310-Bid Bond-2010

# MERCHANTS BONDING COMPANY

## POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

**Carmen M Broadway**

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February, 2025.



MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 3rd day of February, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 3rd day of February, 2025.



Secretary

**SECTION 00 43 23 - ALTERNATES FORM**

**PARTICULARS**

- 1.01 THE FOLLOWING IS THE LIST OF ALTERNATES REFERENCED IN THE BID SUBMITTED BY:
- 1.02 (BIDDER) J+M Paint + Decor. CTR. INC
- 1.03 TO (OWNER): USD #457 GARDEN CITY SCHOOLS
- 1.04 DATED 2/10/25 AND WHICH IS AN INTEGRAL PART OF THE BID FORM.

**ALTERNATES LIST**

- 2.01 THE FOLLOWING AMOUNTS SHALL BE ADDED TO THE BID AMOUNT. REFER TO SECTION 01 23 00 - ALTERNATES.

ALTERNATE # 1: ADD (DEDUCT) \$ 37,800<sup>00</sup>

**END OF SECTION**

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

**BID INFORMATION**

1.01 **BIDDER:** Star Commercial Flooring

- A. Project Name: USD 457 Abe Hubert Flooring Upgrades
- B. Project Location:
  - 1. 1205 A Street, Garden City, Kansas.
- C. Owner: Garden City Unified School District #457 Board of Education.
- D. Architect: GMCN Architects, Inc.
- E. Architect Project Number: 202435

1.02 **CERTIFICATIONS AND BASE BID**

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by GMCN Architects Inc. and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:
  - 1. Fifty Thousand Seven Hundred Ninety Six Dollars (\$ 50,796 ).

1.03 **BID GUARANTEE**

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

1.04 **TIME OF COMPLETION**

- A. If this Bid is accepted we will:
- B. Complete the Work in 14 calendar days from Contract Date.  
(Bidder to enter number of days.)

1.05 **ACKNOWLEDGEMENT OF ADDENDA**

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
  - 1. Addendum No. 1, dated \_\_\_\_\_.
  - 2. Addendum No. 2, dated \_\_\_\_\_.
  - 3. Addendum No. 3, dated \_\_\_\_\_.
  - 4. Addendum No. 4, dated \_\_\_\_\_.

1.06 CHANGES TO THE WORK

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

1.07 BID SUPPLEMENTS

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

1.08 CONTRACTOR'S LICENSE

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

1.09 SUBMISSION OF BID

- A. Respectfully submitted this 11<sup>th</sup> day of February, 2025.
- B. Submitted By: Nicholas Clary
- C. (Name of bidding firm or corporation)
- D. Authorized Signature: \_\_\_\_\_
- E. (Handwritten signature)
- F. Signed By: \_\_\_\_\_
- G. (Type or print name)
- H. Title: \_\_\_\_\_
- I. (Owner/Partner/President/Vice President)
- J. Witness By: \_\_\_\_\_
- K. (Handwritten signature)
- L. Attest: \_\_\_\_\_
- M. (Handwritten signature)
- N. \_\_\_\_\_
- O. (Type or print name)
- P. Title: \_\_\_\_\_

Q. (Corporate Secretary or Assistant Secretary)

R. Street Address: \_\_\_\_\_

S. City, State, Zip \_\_\_\_\_

T. Phone: \_\_\_\_\_

U. License No.: \_\_\_\_\_

V. Federal ID No.: \_\_\_\_\_

1.10 (AFFIX CORPORATE SEAL HERE)

**END OF DOCUMENT 004113**

**SECTION 00 43 23 - ALTERNATES FORM**

**PARTICULARS**

1.01 THE FOLLOWING IS THE LIST OF ALTERNATES REFERENCED IN THE BID SUBMITTED BY:

1.02 (BIDDER) Star Lumber

1.03 TO (OWNER): USD #457 GARDEN CITY SCHOOLS

1.04 DATED \_\_\_\_\_ AND WHICH IS AN INTEGRAL PART OF THE BID FORM.

**ALTERNATES LIST**

2.01 THE FOLLOWING AMOUNTS SHALL BE ADDED TO THE BID AMOUNT. REFER TO SECTION 01 23 00 - ALTERNATES.

ALTERNATE # 1: ADD / (DEDUCT) \$ 29,461.38

**END OF SECTION**



USD 457 GARDEN CITY PUBLIC SCHOOLS  
 GARDEN CITY, KS, 67849  
 Attn:

BC007458-1  
 02/11/25

Re: USD 457 ABE HUBERT FLOORING UPGRADES - BASE BID

**Carpet Tile**

CPT1, J&J, 7025 Fiction II, Nexus, Color: 3345 Spine, 24X24

Material & Labor \$40,194.06

**Resilient Cove Base**

Johnsonite 4-1/2" Resilient Cove Base, Color: TBD  
 Johnsonite Transitions As Needed

Material & Labor \$2,784.22

**Floor Prep**

Ardex MRF Skim Coat Patch

Material & Labor \$2,741.34

**Demo of Existing Flooring**

Take Up Carpet Flooring  
 Take Up Resilient Flooring  
 Take Up Resilient Base  
 Disposal Of Demo Debris To GC Provided Dumpster

Labor Only \$3,962.26

**Delivery to Job Site**

Commercial Delivery

Material & Labor \$1,114.47

Subtotal: \$50,796.35

Tax Exempt: \$0.00

Total: \$50,796.35

- \* Addendums Noted: 0
- \* Pricing is good for 30 days with the exception of any products that are affected by tariffs.
- \* This bid is based on daytime labor rates.
- \* Customer will be responsible for moving all furniture, appliances, equipment and plumbing fixtures as needed.
- \* Bid is based on resilient base being installed at the same time as the flooring. If otherwise additional charges may apply.
- \* This bid is based on substrates being install ready w/ only minimal prep necessary.
- \* Standard floor prep is included. Additional floor prep will be charged at \$45.00 per man hour plus materials
- \* Exclusions: Slab moisture testing. Application of slab moisture mitigation systems. Slab pH adjustments. Non-standard floor prep (i.e. dimples/chatter in substrate more than 1" wide or 1/8" deep, variations at saw cuts greater than 1/8"). Protective covering of newly installed finishes. Grout sealer unless specified. Sealing/Waxing/Topical Protective Coatings of any kind (Ref submittals or contact your sales person for manuf. requirements). Additional insurance requirements above what is currently held by Star Commercial Flooring. Bonds and their associated costs not listed in the specifications. Results of these exclusions could lead to a potential change order.
- \* Star Lumber & Supply issues this quote with the understanding and assumption that this project is NOT subject to the 2021 - "ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021)" provision and clause. Star Lumber & Supply is NOT a Federal Contractor. If this project is subject to this provision and clause then this quote is null and void and revoked.

Nick Clary  
 Star Commercial Flooring  
 316.796.3268



USD 457 GARDEN CITY PUBLIC SCHOOLS  
 GARDEN CITY, KS, 67849

BC007458-2  
 02/11/25

Attn:

Re: USD 457 ABE HUBERT FLOORING UPGRADES - ALTERNATE 1

**Carpet Tile**

CPT1, J&J, 7025 Fiction II, Nexus, Color: 3345 Spine, 24X24

**Material & Labor \$23,126.71**

**Resilient Cove Base**

Johnsonite 4-1/2" Resilient Cove Base, Color: TBD  
 Johnsonite Transitions As Needed

**Material & Labor \$2,112.91**

**Floor Prep**

Ardex MRF Skim Coat Patch

**Material & Labor \$2,035.56**

**Demo of Existing Flooring**

Take Up Carpet Flooring  
 Take Up Resilient Base  
 Disposal Of Demo Debris To GC Provided Dumpster

**Labor Only \$2,186.20**

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**Subtotal: \$29,461.38**  
**Tax Exempt: \$0.00**  


---

**Total: \$29,461.38**

- \* Addendums Noted: 0
- \* Pricing is good for 30 days with the exception of any products that are affected by tariffs.
- \* This bid is based on daytime labor rates.
- \* Customer will be responsible for moving all furniture, appliances, equipment and plumbing fixtures as needed.
- \* Bid is based on resilient base being installed at the same time as the flooring. If otherwise additional charges may apply.
- \* This bid is based on substrates being install ready w/ only minimal prep necessary.
- \* Standard floor prep is included. Additional floor prep will be charged at \$45.00 per man hour plus materials
- \* Exclusions: Slab moisture testing. Application of slab moisture mitigation systems. Slab pH adjustments. Non-standard floor prep (i.e. dimples/chatter in substrate more than 1" wide or 1/8" deep, variations at saw cuts greater than 1/8"). Protective covering of newly installed finishes. Grout sealer unless specified. Sealing/Waxing/Topical Protective Coatings of any kind (Ref submittals or contact your sales person for manuf. requirements). Additional insurance requirements above what is currently held by Star Commercial Flooring. Bonds and their associated costs not listed in the specifications. Results of these exclusions could lead to a potential change order.
- \* Star Lumber & Supply issues this quote with the understanding and assumption that this project is NOT subject to the 2021 - "ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021)" provision and clause. Star Lumber & Supply is NOT a Federal Contractor. If this project is subject to this provision and clause then this quote is null and void and revoked.

**Nick Clary**  
**Star Commercial Flooring**  
**316.796.3268**



USD 457 GARDEN CITY PUBLIC SCHOOLS  
GARDEN CITY, KS, 67849

BC007458-3  
02/11/25

Attn:

Re: USD 457 ABE HUBERT FLOORING UPGRADES - DUMPSTER ALLOWANCE

**Dumpster Allowance**

Comm Star Provided Dumpster

	Material & Labor	\$609.76
	<b>Subtotal:</b>	<b>\$609.76</b>
	<b>Tax Exempt:</b>	<b>\$0.00</b>
	<b>Total:</b>	<b>\$609.76</b>

- \* Addendums Noted: 0
- \* Pricing is good for 30 days with the exception of any products that are affected by tariffs.
- \* This bid is based on daytime labor rates.
- \* Customer will be responsible for moving all furniture, appliances, equipment and plumbing fixtures as needed.
- \* Bid is based on resilient base being installed at the same time as the flooring. If otherwise additional charges may apply.
- \* This bid is based on substrates being install ready w/ only minimal prep necessary.
- \* Standard floor prep is included. Additional floor prep will be charged at \$45.00 per man hour plus materials
- \* Exclusions: Slab moisture testing. Application of slab moisture mitigation systems. Slab pH adjustments. Non-standard floor prep (i.e. dimples/chatter in substrate more than 1" wide or 1/8" deep, variations at saw cuts greater than 1/8"). Protective covering of newly installed finishes. Grout sealer unless specified. Sealing/Waxing/Topical Protective Coatings of any kind (Ref submittals or contact your sales person for manuf. requirements). Additional insurance requirements above what is currently held by Star Commercial Flooring. Bonds and their associated costs not listed in the specifications. Results of these exclusions could lead to a potential change order.
- \* Star Lumber & Supply issues this quote with the understanding and assumption that this project is NOT subject to the 2021 - "ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021)" provision and clause. Star Lumber & Supply is NOT a Federal Contractor. If this project is subject to this provision and clause then this quote is null and void and revoked.

Nick Clary  
Star Commercial Flooring  
316.796.3268

# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310

### Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Star Lumber & Supply Co., Inc. dba Star Commercial Flooring

325 S. West Street, Wichita, KS 67213

as Principal, hereinafter called the Principal, and Fidelity and Deposit Company of Maryland

1299 Zurich Way, 10th Floor, Schaumburg, IL 60196-1056

a corporation duly organized under the laws of the State of IL

as Surety, hereinafter called the Surety, are held and firmly bound unto Garden City Unified School District #457

1205 Fleming St., Garden City, KS 67846

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5% ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

USD 457 Abe Hubert Flooring Upgrades

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 11th day of February, 2025

Star Lumber & Supply Co., Inc. dba Star Commercial Flooring

(Principal) (Seal)

Miranda Sochla

(Witness)

By: Jonathan Stephens  
(Title)

Fidelity and Deposit Company of Maryland

(Surety) (Seal)

Clara Navarro

Clara Navarro (Witness)

By: Todd Alan Rambo  
(Title), Attorney-in-Fact



**ZURICH AMERICAN INSURANCE COMPANY  
 COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
 FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
 POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Clara R. NAVARRO ABELA, Myriah A. ANDERSON, Todd Alan RAMBO, Desiree E. WESTMORELAND, Timothy Craig SMITH, Alycia Marie HOEBENER of Wichita, Kansas, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 22nd day of March, A.D. 2024.



ATTEST:  
 ZURICH AMERICAN INSURANCE COMPANY  
 COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
 FIDELITY AND DEPOSIT COMPANY OF MARYLAND

  
 By: Robert D. Murray  
 Vice President

  
 By: Dawn E. Brown  
 Secretary

State of Maryland  
 County of Baltimore



On this 22nd day of March, A.D. 2024, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON  
 NOTARY PUBLIC  
 BALTIMORE COUNTY, MD  
 My Commission Expires JANUARY 27, 2025



Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 11th day of February, 2025.



A handwritten signature in black ink, appearing to read "Thomas O. McClellan".

Thomas O. McClellan  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[reportsclaims@zurichna.com](mailto:reportsclaims@zurichna.com)  
800-626-4577

Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790

February 11, 2025

## Recommendation

Brandon Anderson  
Garden City Schools - USD 457  
1205 Fleming Street  
Garden City, KS 67846

RE: Abe Hubert Elementary School Flooring Upgrade Project

Dear Brandon,

GMCN issued construction drawings and specifications to remove and replace flooring at Abe Hubert Elementary School on January 22, 2025. There was one addendum on this project that was issued by our office to clarify any items the flooring contractors had inquired about. The Bid was broken down into Base Bid flooring areas totaling approximately 8,538 s.f. or 12 Classrooms; and Alternate A-1, flooring areas totaling approximately 4,757 s.f. or 5 classrooms and misc. offices and storage areas. On February 11, 2025, there was a public bid opening held at our office. There were three flooring bids submitted by both in town and out of town contractors. The bids were opened at 2:00 p.m. and based on the combination of Base Bid and Alternatives you will have the same apparent low bidder. As we have discussed it is my understanding that you would like to accept Alternate A-1 with Base Bid. With these items Star Commercial Flooring is the lowest bidder with a bid of \$80,257.38

As we had three qualified Contractors bid the project, GMCN recommends contracting with the apparent low bidder Star Commercial Flooring to complete this work.

Please do not hesitate to call me with any questions or concerns. We appreciate the opportunity to serve USD #457 once again.

Sincerely,  
GMCN Architects



Nick Nemechek  
President