



GARDEN CITY PUBLIC SCHOOLS

Regular Board of Education Meeting Garden City Public Schools USD 457

Thursday, March 27, 2025 - 5:00 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. PLEDGE

B. SILENT REFLECTION

C. APPROVAL OF AGENDA - with the following amendments:

C.1. Additional certified and classified personnel actions for consideration, Item D.3.

C.2. Add Item, G.1., Executive Session, Preliminary discussion relating to the acquisition of real property

D. CONSENT AGENDA

D.1. Minutes

D.1.a. Minutes of the March 3, 2025, Regular Board of Education Meeting.

D.1.b. Minutes of the March 12, 2025, Special Board of Education Meeting

D.2. Accounts Payable totaling \$32,025,301.94, noting that all major accounts contain adequate balances to meet current obligations.

D.3. Personnel

D.3.a. Certified

D.3.b. Classified

D.4. Other

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

D.4.a.i. GCHS: Business Law

D.4.a.ii. GCHS: Practical Law

D.4.a.iii. GCHS: Tech Drafting S2

D.4.b. The Board of Education is asked to consider and approve a Training Products and Services quote from AVID Center in the amount of \$127,452.00 for September 25, 2025–September 26, 2025.

D.4.c. The Board of Education is asked to consider and approve a Parents as Teachers Training Reimbursement Agreement.

D.4.d. The Board of Education is asked to consider and approve the Student Services Cooperative Agreement between the Board of Trustees of Garden City Community College and the Board of Education of Unified School District No.457 for a period of one year, beginning July 1, 2025, and ending June 30, 2026.

D.4.e. That the Board of Education consider and approve a Partnership Agreement between USD 457 and Jobs for America's Graduates - Kansas (JAG-K) for the 2025-26 school year.

E. NEW BUSINESS

E.1. The Board of Education is asked to consider and approve a change order for Library and Vocal Room flooring at Abe Hubert Elementary School, Star Commercial Flooring, in the amount of \$37,130.56.

Brandon Anderson, Director of Plant Facilities

E.2. The Board of Education is asked to consider and approve a bid for the re-roofing project at Garfield Early Childhood Center - DV Douglas, in the amount of \$515,975.00.

Brandon Anderson, Director of Plant Facilities

E.3. The Board of Education is asked to consider and approve a bid for HVAC upgrades at Horace Good Middle School - Tatro Plumbing, in the amount of \$680,907.00.

Brandon Anderson, Director of Plant Facilities

F. NEXT BOARD MEETING

The next meeting of the Board of Education will take place on April 7, 2025, at 6:00 P.M. in the Board Meeting Room at the Educational Support Center, 1205 Fleming St., Garden City, Kansas.

G. EXECUTIVE SESSION

G.1. Preliminary discussion relating to the acquisition of real property

G.2. Personnel matters for non-elected personnel

H. ADJOURNMENT

I. ACCOUNTS PAYABLE REVIEW: Mark Hinde and Nathan Haeck



GARDEN CITY PUBLIC SCHOOLS

DRAFT MINUTES *DRAFT*

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

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

The Board of Education of Garden City USD 457 met for a Regular meeting on Monday, March 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 via Zoom; Nathan Haeck; Randy Ralston; 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.

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

A. **PLEDGE** - Horace Good Middle School students led the Pledge of Allegiance.

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

C. **MEETINGS OF NOTE**

- Board-Faculty Meeting, March 5, 2025, 2:30 P.M. at Garden City High School. Four or more board members may be in attendance.
- Board-Faculty Meeting, March 12, 2025, 3:00 P.M. at Garden City Achieve. Four or more board members may be in attendance.
- Board-Faculty Meeting, March 26, 2025, 7:45 A.M. at Charles Stones Intermediate Center. Four or more board members may be in attendance.

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

That the Board of Education approve the meeting agenda with the following amendments: This motion, made by Andy Fahrmeier and seconded by Nathan Haeck, Carried.

Bergkamp: Yea

Fahrmeier: Yea

Gigot: Yea

Haeck: Yea

Hinde: Yea

Ralston: Yea

Wiese: Yea

Yea: 7, Nay: 0

D.1. Add Item H.4., New Business, The Board of Education is asked to consider and approve a resolution consenting that the ordinances of the City of Garden City, Kansas pertaining to parking and traffic regulations on city streets shall apply to all of the roads, streets, and driveways of the grounds of all USD 457 schools within the corporate limits of the City of Garden City, Kansas.

D.2. Add Item H.5., New Business, The Board of Education is asked to consider and approve a Parents as Teachers Training Reimbursement Agreement.

D.3. Add Item K.2., Executive Session, Matters relating to employer-employee negotiations, whether or not in consultation with the representative or representatives of the body or agency.

D.4. Item F.3., Consent Agenda, additional classified and certified personnel actions for consideration.

D.5. Add Item K.4., Executive Session, Personnel matters for non-elected personnel

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

E.1. **Building Presentation - Horace Good Middle School** Amber Potts, Admin Intern and students introduced themselves and presented a video showcasing the culture at HGMS.

F. CONSENT AGENDA

That the Board of Education approve all consent agenda items as amended. This motion, made by Andy Fahrmeier and seconded by Robin Bergkamp, Carried.

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

F.1. Minutes

F.1.a. Minutes of the February 17, 2025, Regular Board of Education Meeting – approved as presented.

F.2. **Accounts Payable** totaling \$1,945,733.31, noting that all major accounts contain adequate balances to meet current obligations – approved as presented.

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

F.3.a. Certified:

Retirements: Darlene Coffey, Sharon Ford, Janna Strecker

Resignations: Lisa Doherty, Jennifer Hands, Samuel Hanes, Ashlie Hauschild, M. Liseth Herrera, Katy Neufeld, Amanda Rome, Kelsi Shannon

Appointments: Jody Baehler, Marvin Calanoc, Stacy Castoe, Elizabeth Koekemoer, Jasmin Monino, Jannel Varela

Supplemental Appointment:

- Amiee Brandt is recommended for debate head coach position at Garden City High School effective for the 2025-2026 school year.

Transfers:

- Sarah Baguio – from adaptive/interrelated position at Georgia Matthews Elementary School / Abe Hubert Elementary School to adaptive/interrelated position at Abe Hubert Elementary School effective for the 2025-2026 school year.
- Dr. Virginia Duncan – from associate principal position at Garden City High School to director of secondary curriculum and instruction position at the Educational Support Center effective July 1, 2025.
- Julisa Flores – from administrator intern position at Alta Brown Elementary School / Abe Hubert Elementary School to principal position at Alta Brown Elementary School effective for the 2025-26 school year.
- Melanie Garrison – from .50 special education coordinator at the Educational Support Center / .50 associate principal position at Garfield Early Childhood Center to 1.0 full-time special education coordinator at the Education Support Center effective for the 2025-2026 school year
- Rupa Johnson – from third grade at Plymell Elementary School to sixth grade at Plymell Elementary School effective for the 2025-2026 school year
- Erica Meng – from kindergarten at Edith Scheuerman Elementary School to second grade at Edith Scheuerman Elementary School effective for the 2025-2026 school year.
- Romela Pulido – from fifth grade position at Charles Stones Intermediate Center to kindergarten position at Georgia Matthews Elementary School effective for the 2025-2026 school year.

Administration Recommendations:

Administration renewal recommendations for the 2025-26 school year:

Administrators

Joshua Guymon – Deputy Superintendent
Jessica Nothern – Chief Financial Officer
M. Drew Thon – Chief Human Resources Officer

Administrator Interns

Amy Cospers – Garden City High School
Violet Johnson – Horace Good Middle School
Justin Reich – Florence Wilson Elementary School / Victor Ornelas Elementary School
Brittney Swank – Charles Stones Intermediate Center / Bernadine Sitts Intermediate Center

Coordinators

Michelle Baier – Curriculum/Instruction
Roy Cessna – Public Information
Monica Diaz – Supplemental Programs
Melanie Garrison – Special Education
Tyler Gates – Instructional Technology
Morgan Luna – Secondary Special Services
Michelle Shull – Health Services
Bradley Stoppkotte – Plant Facilities
LeeAnn Thon – Human Resources Coordinator

Directors

Brandon Anderson – Plant Facilities
M. Shane Burns – Transportation
Gina Galpin – Special Education
Tracy Johnson – Nutrition Services

- Shane Burns, Director of Transportation, is requesting approval of a Temporary Transportation Driver Agreement with Giovanni Delgado.

F.4. Other

F.4.a. 2026-27 District Calendar – approved as presented.

F.4.b. The Board of Education is asked to consider and adopt the following new policies – approved as presented.

F.4.b.i. JBCD Student In-District Transfers

F.4.b.ii. JCED Pledge of Allegiance in Schools

G. BOARD REPORTS

G.1. ELA Curriculum and Literacy Update Josh Guymon, Deputy Superintendent and Heather Stegman, Director of Curriculum and Instruction presented a summary of the 2025-2026 ELA Curriculum Adoption Plan as well as the Kansas Blue Print for Literacy including the following:

High Quality Instructional Materials Selection Process:

- Objectives
- Why adopt ELA High Quality Instructional Materials?
- Who will select the High Quality Instructional Materials?
- What are the responsibilities of the committee?
- What is our timeline?
- What updates can be expected?

Kansas Blueprint for Literacy

- History
- Objectives and Goals
- Who
- Services
- Microcredentials

Board members' questions were answered.

G.2. YMCA Dome Update Drew Thon, Chief Human Resources Officer, presented the Timeline of YMCA Dome Activity Center Discussions including the following:

- 2015-2019 – Initial Lease and Dome Installations
- Discussions of Lease Expiration and Financial Challenges
- Notes

Board members' questions were answered.

H. NEW BUSINESS

H.1. The Board of Education is asked to consider and approve the following Curriculum Council Items: Josh Guymon, Deputy Superintendent, presented the following courses for approval.

H.1.a. GCHS: Business Law

H.1.b. GCHS: Practical Law

H.1.c. GCHS: Tech Drafting S2

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

H.2. The Board of Education is asked to consider and approve bids for Gertrude Walker Elementary School and Plymell Elementary School roof repairs. Brandon Anderson, Director of Plant Facilities, presented the roofing repair bid tabulations.

Board members' questions were answered. The following action took place.

That the Board of Education accept the bids of DV Douglass in the amount of \$42,500.00 for roof repairs at Gertrude Walker Elementary School and \$16,275.00 for roof repairs at Plymell Elementary School. 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.3. The Board of Education is asked to consider and approve a Training Products and Services quote from AVID Center in the amount of \$127,452.00 for September 25, 2025–September 26, 2025. Josh Guymon, Deputy Superintendent and Steve Nordby, Principal at GCHS presented the following information:

Avid is a part of our strategic plan and supports GCHS and both middle schools. This is part of the district PD plan and AVID provides two days of professional development to secondary schools every three years and September 2025 is the next year in that cycle.

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

H.4. The Board of Education is asked to consider and approve a resolution consenting that the ordinances of the City of Garden City, Kansas pertaining to parking and traffic regulations on city streets shall apply to all of the roads, streets, and driveways of the grounds of all USD 457 schools within the corporate limits of the City of Garden City, Kansas. Josh Guymon, Deputy Superintendent, presented the resolution which would allow Garden City Police Department to enforce the traffic laws on USD 457 property.

Board members' questions were answered. The following action took place.

I move to approve the resolution as presented. This motion, made by Andy Fahrmeier and seconded by Jackie Gigot, Carried.

Bergkamp: Yea
Fahrmeier: Yea
Gigot: Yea
Haeck: Yea
Hinde: Yea
Ralston: Yea
Wiese: Nay
Yea: 6, Nay: 1

H.5. The Board of Education is asked to consider and approve a Parents as Teachers Training Reimbursement Agreement. Drew Thon, Chief Human Resources Officer, presented the proposed Training Reimbursement Agreement that would require employees to commit to one year of service after completing training. If they resign before fulfilling this commitment, they would be responsible for reimbursing the district on a prorated basis.

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

I. BOARD OPEN DISCUSSION

- **John Wiese** stated that he appreciated tonight's presentations. He congratulated the boys and girls wrestling teams and individuals on the state competition. He also wished good luck to the boys and girls basketball teams this week.
- **Jackie Gigot** congratulated the wrestling teams and stated that she attended the tournament and heard compliments on Garden City's good sportsmanship. In regards to the YMCA Dome presentation she stated that she does not believe the district has to pay for their mis-management of funds and disservice to their donors and stated it was good to have a recap.
- **Andy Fahrmeier** congratulated the boys and girls wrestling teams and the individual wrestlers on the state competition. He also thanked Josh Guymon and Heather Stegman for the ELA presentation.
- **Randy Ralston** stated that he appreciates the addition of microphones in the Board Room. He stated that he is always impressed with the district's athletics and that they always represent Garden City well. He stated that he sees values in the YMCA Dome for the district but doesn't know at what cost. He also stated that the district needs to be frugal with the money and make the best decision.
- **Nathan Haeck** stated the he appreciated Horace Good and their presentation. He acknowledged the wrestling teams and added that the bowling team is getting ready to go to the state championship and he wished them luck. He stated that he was behind a school bus that was doing a great job and gave a shout out to everyone who is doing things right. He stated that they are doing their best to come to a resolution with the YMCA Dome issue and appreciated the overview and stated that they have to be smart with taxpayer dollars.
- **Mark Hinde** stated that he agreed with Randy Ralston about the microphones and that they help to hear the meeting well. He stated that he enjoyed the Horace Good building presentation and that it is always great to hear from the students. He congratulated the boys and girls wrestling teams and individuals on the state competition. He shouted out all the students participating in extracurricular activities that don't always get recognition. He stated that he agreed with Jackie Gigot on the YMCA Dome issue.

- **Robin Bergkamp** congratulated the boys and girls wrestling teams and individuals on the state competition. She stated that she agreed with Mark Hinde in acknowledging all the students participating in extracurricular activities that don't always get recognition, such as our outstanding theater program. She stated that she appreciated the ELA presentation and stated she would be interested in being on the ELA adoption committee.
- **Dr. Dominguez** thanked Horace Good for the building presentation and stated that it is always good to see students represent their school well. He stated that the ELA adoption will be very important to the district. He thanked the board for approving the curriculum items and the roofing items and stated that the district has to keep moving forward. He stressed the importance of the AVID training and the Parents as Teachers program. He also congratulated the boys and girls wrestling teams and individuals on the state competition and wished the bowling team and basketball teams good luck on their upcoming activities.

NEXT BOARD MEETING - The next meeting of the Board of Education will take place on Thursday, March 27, 2025, at 5:00 P.M. in the Board Meeting Room at the Educational Support Center, 1205 Fleming St., Garden City, Kansas.

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

J.1. Preliminary discussion relating to the acquisition of real property.

I move that the Board of Education go into executive session for 10 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 8:00 P.M. and that the Board of Education reconvene into open session at 8:10 P.M. in the Board Meeting Room. I would like to invite Dr. Dominguez, Josh Guymon and Drew Thon to join us in executive session. This motion, made by Andy Fahrmeier 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 meeting room at 8:10 P.M.

J.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 15 minutes, to discuss negotiations for the 2025-26 school year pursuant to the exception for employer-employee negotiations under KOMA, beginning at 8:15 p.m. and the open meeting will resume in the Board Meeting Room at 8:30 p.m. I

would like to invite Dr. Dominguez, Josh Guymon and Drew Thon to join us in executive session. This motion, made by Andy Fahrmeier and seconded by Jackie Gigot, 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 meeting room at 8:15 P.M.

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

Mr. President, I move we go into executive session for 30 minutes, to discuss a personnel matter pursuant to non-elected personnel exception under KOMA, to discuss an individual employee's performance, beginning at 8:32 P.M. and the open meeting will resume in the Board Meeting Room at 9:02 P.M. The Board would like to invite Jennifer Cunningham and Drew Thon to join us in executive session. This motion, made by Andy Fahrmeier and seconded by Jackie Gigot, 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 meeting room at 9:02 P.M. The following action was taken.

That the Board of Education extend the executive session for 15 minutes beginning at 9:02 P.M. and the open meeting will resume at 9:17 P.M. This motion, made by Andy Fahrmeier and seconded by Nathan Haeck, Carried.

Fahrmeier: Yea
Haeck: Yea
Ralston: Yea
Wiese: Yea
Yea: 4, Nay: 0

The open meeting resumed in the meeting room at 9:17 P.M. The following action was taken.

That the Board of Education extend the executive session for 10 minutes beginning at 9:21 P.M. and the open meeting will resume at 9:31 P.M. This motion, made by Andy Fahrmeier and seconded by Nathan Haeck, Carried.

Fahrmeier: Yea
Haeck: Yea
Ralston: Yea
Wiese: Yea
Yea: 4, Nay: 0

The open meeting resumed in the meeting room at 9:31 P.M.

J.4. Personnel matters for non-elected personnel

Mr. President, I move we go into executive session for 10 minutes, to discuss a personnel matter pursuant to non-elected personnel exception under KOMA, to discuss an individual employee's performance, beginning at 9:35 P.M. and the open meeting will resume in the Board Meeting Room at 9:45 P.M. I would like to invite Drew Thon join us in executive session. This motion, made by Andy Fahrmeier and seconded by Robin Bergkamp, Carried.

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

Mark Hinde left the meeting at 9:45 P.M.

The open meeting resumed in the meeting room at 9:45 P.M.

K. ACCOUNTS PAYABLE REVIEW - Andy Fahrmeier and Jackie Gigot

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

That the Board of Education meeting be adjourned at 9:50 P.M. This motion, made by Andy Fahrmeier and seconded by Jackie Gigot, Carried.

Bergkamp: Yea
Fahrmeier: Yea
Gigot: Yea
Haeck: Yea
Ralston: Yea
Wiese: Yea
Yea: 6, Nay: 0

Respectfully submitted,

Jennifer Ramos, Clerk

Approved:

Randy Ralston, President



GARDEN CITY PUBLIC SCHOOLS

DRAFT MINUTES *DRAFT*

Special Board of Education Meeting Wednesday, March 12, 2025 - 5:00 PM

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

The Board of Education of Garden City USD 457 met for a Special meeting on Wednesday, March 12, 2025, at 5:00 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; Randy Ralston; 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.

Randy Ralston called the meeting to order at 5:00 P.M. The meeting opened with the Pledge of Allegiance.

- A. **PLEDGE** – Everyone stood for the Pledge of Allegiance.
- B. **SILENT REFLECTION** – Thirty seconds of silent reflection was observed.
- C. **EXECUTIVE SESSION** - Personnel matters for non-elected personnel.

Mr. President, I move we go into executive session for 10 minutes, to discuss a personnel matter pursuant to non-elected personnel exception under KOMA, to protect an individual employee's privacy, beginning at 5:01 P.M. and the open meeting will resume in the Board Meeting Room at 5:11 P.M. I would like to invite Drew Thon and Jennifer Cunningham to join us in executive session. This motion, made by Andy Fahrmeier 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 meeting room at 5:11 P.M. The following action took place.

I move that we extend the executive session for 15 minutes beginning at 5:15 P.M., we would like to invite Josh Guymon in to join us, the open meeting will resume at 5:30 P.M. This motion, made by Andy Fahrmeier 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 meeting room at 5:30 P.M. The following action took place.

Mr. President, I move that we accept the resignation of Dr. Terry McCarty. This motion, made by Andy Fahrmeier and seconded by Mark Hinde, Carried.

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

Mr. President I move that we appoint Josh Guymon as Interim Superintendent for a one-year contract starting on July 1, 2025 going through June 30, 2026. This motion, made by Andy Fahrmeier and seconded by John Wiese, Carried.

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

D. NEXT BOARD MEETING – The next meeting of the Board of Education will take place on March 27, 2025, at 5:00 P.M. in the Board Meeting Room at the Educational Support Center, 1205 Fleming St., Garden City, Kansas.

Board President Randy Ralston provided the following statement on behalf of the Board. On March 10, 2025, three members of USD 457's Board of Education along with Drew Thon and Jennifer Cunningham, met with Dr. Terry McCarty. The purpose of this meeting was to ask Dr. McCarty questions related to the February 28, 2025, court filing by the Perry Public Schools in Perry, Oklahoma, as well as to hear any additional information that Dr. McCarty wished to share regarding the matter. At the conclusion of the questions and discussion, the USD 457 Board members expressed to Dr. McCarty that they had lost trust in him and therefore did not feel that he was the right person to serve as Superintendent of Schools for USD 457.

On March 11, 2025, the USD 457 Board of Education received a letter of resignation from Dr. McCarty. On behalf of the USD 457 Board of Education, we accepted Dr. McCarty's letter of resignation. As we move forward, we are pleased to announce that the current USD 457 Deputy Superintendent, Josh Guymon, has been appointed to the role of Interim Superintendent for the 2025-2026 school year. Josh has served USD 457 and its students as a teacher, Assistant Principal, Principal, SPED Director, Assistant Superintendent, and Deputy Superintendent over the course of the last 28 years. We look forward to the leadership that Josh will provide Garden City Public Schools as the Board of Education renews the search for the District's next Superintendent of Schools.

E. 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 5:37. This motion, made by Andy Fahrmeier and seconded by Mark Hinde, Carried.

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

Respectfully submitted,

Approved:

Jennifer Ramos, Clerk

Randy Ralston, President

BOARD OF EDUCATION
Certified Personnel Actions
 March 27, 2025

RETIREMENTS:

Cathy McGowan, physical education teacher at Horace Good Middle School, is submitting her letter of intent to retire through KPERS effective May 23, 2025.

John Ford, activities facilitator at Garden City High School, is submitting his letter of intent to retire through KPERS effective May, 23 2025.

Rebecca Brandt, library media specialist at Jennie Wilson Elementary School, is submitting her letter of intent to retire through KPERS effective May 27, 2025.

RESIGNATIONS:

Kelsi Shannon submitted her resignation on February 25, 2025 and requested waiver for the \$4,000 liquidated damages fee. The appeal panel met on March 5, 2025 and recommended that the assessment be waived. It is recommended that Kelsi be released from her contract.

Kristi Nichols, early childhood teacher at Garfield Early Childhood Center, is submitting her letter of resignation effective May 23, 2025

Kelly Butcher, English language arts teacher at Garden City High School, is submitting her letter of resignation effective May 23, 2025.

Ross Roberts, English language arts teacher at Garden City High School, is submitting his letter of resignation effective May 23, 2025.

APPOINTMENTS:

Edelita Barbosa, Leyte, Philippines, is recommended for an elementary position with building to be determined effective for 2025-26 academic year. She has twenty years' experience.

Isabel Dixon, Hays, Kansas, is recommended for an art position at Horace Good Middle School effective for the 2025-26 academic year. She is a first-year teacher.

Katie Workman, Garden City, Kansas, is recommended for a fourth grade position at Plymell Elementary School effective for the 2025-26 academic year. She is a first-year teacher.

Love Caiong, Cebu, Philippines, is recommended for an adaptive/interrelated position at Garden City High School effective for the 2025-26 academic year. She has seven years' experience.

Roman Malitan, Manderson, South Dakota, is recommended for an English language arts position at Charles Stones Intermediate Center effective for the 2025-26 academic year. He has eighteen years' experience.

SUPPLAMENTAL APPOINTMENT:

Amiee Brandt is recommended for debate head coach position at Garden City High School effective for the 2025-2026 school year.

TRANSFERS:

Amy Cospers- from administrative intern at Garden City High School to associate principal at Garden City High School effective the 2025-26 academic year.

Ana Carrillo – from third grade position at Victor Ornelas Elementary School to library media specialist position at Victor Ornelas Elementary School effective the 2025-26 academic year.

Brynne Hamlin – from adaptive/Interrelated position at Victor Ornelas Elementary School to adaptive/interrelated position at Kenneth Henderson Middle School effective the 2025-26 academic year.

Juana Loya, from counselor position at Buffalo Jones Elementary School to counselor position at Horace Good Middle School effective the 2025-26 academic year.

Marissa Gonzales – from behavior specialist position at Garden City Achieve to school counselor position at Kenneth Henderson Middle School effective the 2025-26 school year.

Ruby Aseniero – from second grade position at Victor Ornelas Elementary School to science position at Victor Ornelas Elementary School effective the 2025-26 academic year.

POSITION REQUESTS:

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

- Close 1.0 career and technical education coordinator position at Garden City High School
- Open 1.0 215-day career and technical education facilitator position at Garden City High School

Tracy Leiker, principal Victor Ornelas Elementary School, is requesting the following position changes for the 2025-26 school year:

- Close 1.0 third grade position at Victor Ornelas Elementary School
- Open 1.0 fourth grade position at Victor Ornelas Elementary School

RULE 10 ASSIGNMENTS:

Manuel Guzman	HS	Girls Soccer A/C
Annie Gerber	HS	Softball A/C

BOARD OF EDUCATION

Addendum to Certified Personnel Actions

March 27, 2025

RESIGNATION:

Joni Horsch, social studies teacher at Horace Good Middle School, is submitting her letter of resignation effective May 23, 2025.

APPOINTMENTS:

Ashley Hass, Dalhart, Texas, is recommended for a third-grade position at Plymell Elementary School effective the 2025-26 academic year. She has 6 years' experience.

TRANSFERS:

Kyra Bellows- from third grade position at Jennie Wilson Elementary School to physical education position at Horace Good Middle School effective for the 2025-26 academic year.

Roque Alferez – from third grade position at Gertrude Walker Elementary School to adaptive/interrelated position at Garden City High School effective for the 2025-26 academic year.

BOARD OF EDUCATION
Classified Personnel Actions

March 27, 2025

RETIREMENTS	POSITION	BUILDING	DATE
Andrew L. Garcia	Lead Mechanic	Transportation	3/7/25
Verlene L. Grissom	Nutrition III	Kenneth Henderson Middle School	5/22/25
Rita Keim	Administrative Specialist II: Nutrition	Educational Support Center	4/18/25

RESIGNATIONS	POSITION	BUILDING	DATE
Jasmine Becerril-Loma	Special Education Paraprofessional II	Abe Hubert Elementary School	3/10/25
Emily K. Carrera	Special Education Paraprofessional II	Garfield Early Childhood Center	2/24/25
Brisa I. Perez-Cervantes	Paraprofessional I	Gertrude Walker Elementary School	05/22/25
Gloria A. Garcia	Special Education Paraprofessional II	Garfield Early Childhood Center	3/7/25
Luis A. Rodriguez Pinedo	Small Fleet Driver	Transportation	2/26/25

ASSIGNMENTS	POSITION	BUILDING	DATE
Jaclyn J. Briggs	Special Education Paraprofessional II	Edith Scheuerman Elementary School	3/24/25
Alyssa Cedillo	Administrative Specialist I: Recruiting	Educational Support Center	3/6/25
Juana H. Escobedo Granillo	Special Education Paraprofessional II	Garfield Early Childhood	3/24/25
Nancy R. Garcia Rivera	Special Education Paraprofessional I	Garfield Early Childhood Center	3/25/25
Yunaisy Igarza Hijuelos	Special Education Paraprofessional II	Garfield Early Childhood Center	3/25/25
Paulina Ojeda-Reyes	Special Education Paraprofessional I	Garfield Early Childhood Center	3/25/25
Sinh Phuong Nguyen Nguyen	Paraprofessional I: Library/Building	Garden City High School	3/10/25
Candace Winter	Special Education Paraprofessional II	Garden City High School	3/5/25

TRANSFERS	FROM	TO	DATE
Susana Esquivel	Nutrition IV: Educational Support Center	Administrative Specialist II-Nutrition:	4/21/25

		Educational Support Center	
Lourdes E. Gallegos	0.5 Special Education Paraprofessional II: Victor Ornelas Elementary School	0.5 Special Education Paraprofessional II: Alta Brown Elementary School	3/11/25
Kimberly A. Gossman	Mechanic I: Transportation	Bus Driver: Transportation	3/24/25
Jessica L Harman	Nutrition IV: Horace Good Middle School	Nutrition III: Educational Support Center	4/21/25
Yolanda Pichardo	Nutrition III: Educational Support Center	Nutrition IV: Educational Support Center	4/21/25
Liliam Perez Sanchez	Sub Nutrition: Alta Brown Elementary School	Nutrition I: Garden City High School	3/3/25
Vivian Quintero Salas	Special Education Paraprofessional II: Victor Ornelas Elementary School	Special Education Paraprofessional II: Alta Brown Elementary School	3/24/25

OTHER:

Brad Stoppkotte, Assistant Maintenance Manager of Plant Facilities, is requesting to close the shared Custodian I position at Kenneth Henderson/Horace Good Middle Schools, and would like to create a District Wide Floating Custodian I position. This would be valuable to the district as attendance situations arise. This position would be filled by Maria Rincon.

Shane Burns, Director of Transportation, is requesting to close the last Sub Bus Driver position. There were 7 total Sub Bus Driver positions, 6 which were closed for 5 additional Route Driver positions.

BOARD OF EDUCATION
Classified Personnel Actions Addendum

March 27, 2025

RETIREMENTS	POSITION	BUILDING	DATE
Maria Luisa Corrales	Nutrition I	Horace Good Middle School	5/22/25
Guadalupe Martinez	Nutrition I	Gertrude Walker Elementary School	5/22/25

ASSIGNMENTS	POSITION	BUILDING	DATE
Jeyci Gomez Gonzalez	Special Education Paraprofessional I	Florence Wilson Elementary School	3/25/25
Reyna Martinez Jimenez	Special Education Paraprofessional II	Garfield Early Childhood Center	3/26/25
Gabriella M. Rodriguez	Special Education Paraprofessional I	Garfield Early Childhood Center	3/27/25
Reina D. Tejada Santos	Nutrition I	Horace Good Middle School	3/25/25

TRANSFERS	FROM	TO	DATE
Grisela A. Castrellon	Nutrition II: Horace Good Middle School	Nutrition IV: Horace Good Middle School	4/21/25
Isabel Pastrana Cid	Special Education Paraprofessional II: Garden City Achieve	Special Education Paraprofessional II: Abe Hubert Elementary School	4/7/25

MEMORANDUM

TO: Board of Education
THRU: Dr. Mike Dominguez, Superintendent
FROM: Suzette Goldsby, Plymell Principal/Curriculum Council Chair
DATE: 2/12/25
RE: Business Law

ISSUE: The Board of Education is asked to consider and approve the addition of a new course, Business Law, as a .05 credit elective course.

BACKGROUND:

Business Law introduces the fundamental skills needed in law and law associated professions. This course explores the origins, ethics, structures, and institutions of law while concentrating on several types of law including criminal, civil, consumer, contract, property, agency, employment, family and environmental law. The intent of the class is to allow students the opportunity to focus on specific areas, once all the competencies have been met.

This course is a required component for the CTE Business Management Pathway. No additional curriculum or staffing resources are needed.

Kansas Course Code: 12054

ALTERNATIVES:

1. Approve the course as presented as an elective course to be offered as a .05 credit course.
2. Do not approve the course as an elective and the course will not be offered.

RECOMMENDATION:

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

FISCAL NOTE:

No additional funding will be necessary for these courses.

ATTACHMENTS:

Application to Curriculum Council for Approval

Request for New Course Offering - All Schools

BELOW TO BE COMPLETED BY REQUESTING PROFESSIONAL/DEPARTMENT CHAIR	
Professional Submitting Request: <u>Jenny Hands</u> Department of Submission: <u>CTE</u> Date Completed by Professional: <u>1/9/25</u>	Building Submitting Request: <u>GCHS</u> Date Submitted to Department Chair: <u>1/8/25</u>
Course Name: <u>Business Law</u>	SKYWARD INFORMATION: Short description of course (15 characters) <i>prints on transcripts</i> <u>Business Law</u> <hr/> Long description of course (30 characters) <u>Business Law</u>
Kansas Course Code (KCCMS): <u>12054</u>	
Please attach the following: <input checked="" type="checkbox"/> Standards/Course Objectives <input type="checkbox"/> Syllabus <input type="checkbox"/> Description of Course 80% of standards for the course should be addressed in order for approval. Please attach any other pertinent documents you think the Council may wish to evaluate to approve the course.	Does any additional curriculum need to be purchased for additional credit to be offered? <input type="checkbox"/> YES* <input checked="" type="checkbox"/> NO <i>*If yes, please attach information regarding curriculum to be purchased that includes cost. **If approved by building principal, Council will assume that cost of new curriculum is not a concern.</i> Does this course have the potential or need for a supplemental salary? <input type="checkbox"/> YES* <input checked="" type="checkbox"/> NO <i>*If yes, please attach an explanation of the supplemental including cost and hours.</i>
List any pre-requisite courses:	Indicate the following: <input type="checkbox"/> Required Course <input checked="" type="checkbox"/> Elective Course <input type="checkbox"/> Either (depends on grad reqs)
BELOW TO BE COMPLETED BY COUNSELOR	
Course Length: <input type="checkbox"/> 1 quarter <input checked="" type="checkbox"/> 1 semester <input type="checkbox"/> 2 semesters Credit to be Earned: <u>0.5</u> Is this a dual credit course? YES <input checked="" type="checkbox"/> NO Is this a GCCC course? YES <input checked="" type="checkbox"/> NO Number of USD 457 Credits: _____ (3 GCCC credit hours = 0.5 credit at USD 457)	NOTES:

CAREER TECHNICAL EDUCATION (CTE) COURSE COMPETENCIES

Business Law

Course No. 12054

Credit: 0.5

Student name: _____ Graduation Date: _____

Pathways and CIP Codes: Business Management & Entrepreneurship Pathway (52.0799); Business Finance (52.0801); Government & Public Administration (44.0401); Corrections, Security, Law and Law Information Services (43.0199)

Course Description: Technical Level: Business Law identifies and promotes the skills needed in law and law associated professions. Topics include the origins, ethics, structures, and institutions of law. It concentrates on several types of law including criminal, civil, consumer, contract, property, agency, employment, family and environmental law. The intent of the class is to allow areas of concentration once all the competencies are met.

Directions: The following competencies are required for full approval of this course. Check the appropriate number to indicate the level of competency reached for learner evaluation.

RATING SCALE:

- 4. **Exemplary Achievement:** Student possesses outstanding knowledge, skills or professional attitude.
- 3. **Proficient Achievement:** Student demonstrates good knowledge, skills or professional attitude. Requires limited supervision.
- 2. **Limited Achievement:** Student demonstrates fragmented knowledge, skills or professional attitude. Requires close supervision.
- 1. **Inadequate Achievement:** Student lacks knowledge, skills or professional attitude.
- 0. **No Instruction/Training:** Student has not received instruction or training in this area.

BENCHMARK 1: ANALYZE THE RELATIONSHIPS BETWEEN ETHICS, MORALS, AND THE LAW

Competencies

#	DESCRIPTION	RATING
1.1	Discuss the responsibility for obeying the law as a person and a business.	_____
1.2	Describe the role of ethics and values in personal and legal systems.	_____
1.3	Compare various ethical systems, and discuss how they may conflict.	_____

BENCHMARK 2: DEMONSTRATE THE ABILITY TO IDENTIFY AND DISCUSS CRIMINAL LAW.

Competencies

#	DESCRIPTION	RATING
2.1	Recognize the differences between various levels of crime (For example: felonies, misdemeanors, infractions).	_____
2.2	Describe the nature of legal procedures.	_____

BENCHMARK 3: DEMONSTRATE THE ABILITY TO IDENTIFY AND DISCUSS CIVIL LAW.

Competencies

#	DESCRIPTION	RATING
3.1		_____

#	DESCRIPTION	RATING
3.2	Discuss and classify different types of tort claims.	_____
3.3	Discuss the challenges faced and remedies of tort cases.	_____
3.4	Identify the basic torts relating to business enterprises.	_____

BENCHMARK 4: DEMONSTRATE UNDERSTANDING OF THE STRUCTURE AND PROCESSES IN THE U.S. LEGAL SYSTEM.

Competencies

#	DESCRIPTION	RATING
4.1	Discuss the intent of laws and various regulations.	_____
4.2	Discuss the nature of law and sources of law in the United States.	_____
4.3	Understand how the US Constitution and Bill of Rights is the foundation of law in the US.	_____
4.4	Describe the United States' judicial system.	_____

BENCHMARK 5: DEMONSTRATE THE ABILITY TO IDENTIFY ISSUES AND DISCUSS CONTRACT LAW.

Competencies

#	DESCRIPTION	RATING
5.1	Demonstrate an understanding of the variety of different types of contracts.	_____
5.2	Identify people who lack contractual capacity.	_____
5.3	Discuss the several ways contracts may be invalidated or violated.	_____

BENCHMARK 6: DEMONSTRATE THE ABILITY TO IDENTIFY ISSUES AND DISCUSS PROPERTY LAW.

Competencies

#	DESCRIPTION	RATING
6.1	Recognize and discuss the various types of property cases.	_____
6.2	Describe the methods used to protect intellectual property.	_____

BENCHMARK 7: DEMONSTRATE THE ABILITY TO IDENTIFY ISSUES AND DISCUSS CONSUMER LAW.

Competencies

#	DESCRIPTION	RATING
7.1	Demonstrate an understanding of consumer protection laws.	_____
7.2	Define common unfair practices.	_____
7.3	Explain the nature of a contractual relationship.	_____

BENCHMARK 8: ANALYZE THE ROLE AND IMPORTANCE OF AGENCY LAW AND EMPLOYMENT LAW AS THEY RELATE TO THE CONDUCT OF BUSINESS IN THE LOCAL, STATE, AND NATIONAL MARKETPLACES.

Competencies

#	DESCRIPTION	RATING
8.1	Explain the nature of human resource regulations through administrative law.	_____
8.2	Demonstrate an understanding of discrimination both justified and unjustified. (For example: Justified discrimination in the realm of employment, payroll is an example. Paying a more productive individual more than another individual that is less productive is discriminatory but it's best business practice, so it is justified.)	_____

#	DESCRIPTION	RATING
8.3	Understand the importance of legal/ government compliance.	_____
8.4	Explain the nature of workplace regulations (including OSHA, ADA).	_____
8.5	Explain the nature of tax regulations on a business.	_____

BENCHMARK 9: DEMONSTRATE THE ABILITY TO IDENTIFY ISSUES AND DISCUSS FAMILY LAW.

Competencies

#	DESCRIPTION	RATING
9.1	Demonstrate an understanding of wills, trusts, probate and estate planning.	_____

BENCHMARK 10: DEMONSTRATE THE ABILITY TO IDENTIFY AND DISCUSS ISSUES ABOUT ENVIRONMENTAL LAW.

Competencies

#	DESCRIPTION	RATING
10.1	Explain the nature of business and environment ethics.	_____

BENCHMARK 11: DESCRIBE THE MAJOR TYPES OF BUSINESS ORGANIZATIONS, INCLUDING SOLE PROPRIETORSHIPS, PARTNERSHIPS, CORPORATIONS, AND LIMITED COMPANIES OPERATING WITHIN THE SOCIOECONOMIC ARENA OF THE NATIONAL MARKETPLACE.

Competencies

#	DESCRIPTION	RATING
11.1	Outline the legal implications for forming and utilizing a sole proprietorship and/or partnership.	_____
11.2	Understand how businesses; including partnerships, corporations, and limited companies, could be legally dissolved.	_____
11.3	Demonstrate the ability to identify issues and discuss C Corporations, S Corporations, and Limited Liability Corporations.	_____

BENCHMARK 12: UNDERSTAND CAREERS AVAILABLE IN THE BUSINESS MANAGEMENT AND ENTREPRENEURSHIP PATHWAY.

Competencies

#	DESCRIPTION	RATING
12.1	Explore career opportunities in the Business Management and Entrepreneurship Pathway.	_____
12.2	Illustrate the services of professional organizations in occupations found in the Business Management and Entrepreneurship Pathway.	_____
12.3	Explore job and career options in relation to developing the student's IPS, personal interest, financial goals, and desired lifestyle.	_____
12.4	Explore the Workforce and Labor market information to determine needs when developing WBL experience with a career plan.	_____
12.5	Identify the purpose and goals of a Career and Technology Student Organization [CTSO]	_____

I certify that the student has received training in the areas indicated.

Instructor Signature: _____

pathwayshelpdesk@ksde.org



900 S.W. Jackson Street, Suite 102
Topeka, Kansas 66612-1212
<https://www.ksde.org>

The Kansas State Department of Education does not discriminate on the basis of race, color, national origin, sex, disability or age in its programs and activities and provides equal access to any group officially affiliated with the Boy Scouts of America and other designated youth groups. The following person has been designated to handle inquiries regarding the nondiscrimination policies: KSDE General Counsel, Office of General Counsel, KSDE, Landon State Office Building, 900 S.W. Jackson, Suite 102, Topeka, KS 66612, (785) 296-3201.

MEMORANDUM

TO: Board of Education
THRU: Dr. Mike Dominguez, Superintendent
FROM: Suzette Goldsby, Plymell Principal/Curriculum Council Chair
DATE: 2/12/25
RE: Practical Law

ISSUE: The Board of Education is asked to consider and approve the addition of a new course, Practical Law, as a .05 credit elective course.

BACKGROUND:

Practical Law provides the basic legal principles relevant to everyday business activities. Students will be provided with information regarding practical law that is necessary to develop problem-solving skills in our legal system. Topics covered include criminal law, juvenile law, torts, family law, discrimination, employee rights and writing a brief.

This course is a required component for the CTE Corrections, Security, Law and Law Enforcement Services Pathway. No additional curriculum or staffing resources are needed.

Kansas Course Code: 44300

ALTERNATIVES:

1. Approve the course as presented as an elective course to be offered as a .05 credit course.
2. Do not approve the course as an elective and the course will not be offered.

RECOMMENDATION:

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

FISCAL NOTE:

No additional funding will be necessary for these courses.

ATTACHMENTS:

Application to Curriculum Council for Approval

Request for New Course Offering - All Schools

BELOW TO BE COMPLETED BY REQUESTING PROFESSIONAL/DEPARTMENT CHAIR	
Professional Submitting Request: <u>Jenny Hands</u> Department of Submission: <u>CTE</u> Date Completed by Professional: <u>1/9/25</u>	Building Submitting Request: <u>GCHS</u> Date Submitted to Department Chair: <u>1/8/25</u>
Course Name: <u>Practical Law</u>	SKYWARD INFORMATION: Short description of course (15 characters) <i>prints on transcripts</i> <u>Practical Law</u> <hr/> Long description of course (30 characters) <u>Practical Law</u>
Kansas Course Code (KCCMS): <u>44300</u>	
Please attach the following: <input checked="" type="checkbox"/> Standards/Course Objectives <input type="checkbox"/> Syllabus <input type="checkbox"/> Description of Course 80% of standards for the course should be addressed in order for approval. Please attach any other pertinent documents you think the Council may wish to evaluate to approve the course.	Does any additional curriculum need to be purchased for <u>additional credit to be offered</u> ? <input type="checkbox"/> YES* <input checked="" type="checkbox"/> NO <i>*If yes, please attach information regarding curriculum to be purchased that includes cost.</i> <i>**If approved by building principal, Council will assume that cost of new curriculum is not a concern.</i> Does this course have the potential or need for a supplemental salary? <input type="checkbox"/> YES* <input checked="" type="checkbox"/> NO <i>*If yes, please attach an explanation of the supplemental including cost and hours.</i>
List any pre-requisite courses:	Indicate the following: <input type="checkbox"/> Required Course <input checked="" type="checkbox"/> Elective Course <input type="checkbox"/> Either (depends on grad reqs)
BELOW TO BE COMPLETED BY COUNSELOR	
Course Length: <input type="checkbox"/> 1 quarter <input checked="" type="checkbox"/> 1 semester <input type="checkbox"/> 2 semesters Credit to be Earned: <u>0.5</u> Is this a dual credit course? YES <input checked="" type="checkbox"/> NO Is this a GCCC course? YES <input checked="" type="checkbox"/> NO Number of USD 457 Credits: _____ (3 GCCC credit hours = 0.5 credit at USD 457)	NOTES:

CAREER TECHNICAL EDUCATION (CTE) COURSE COMPETENCIES

Practical Law

Course No. 44300

Credit: 0.5

Student name: _____ Graduation Date: _____

Pathways and CIP Codes: Corrections, Security, Law, & Law Enforcement Services (43.0199) – Pre-Law Strand

Course Description: This **technical level** course will study the basic legal principles common to a broad base of everyday business activities and will provide practical law information necessary to develop problem-solving skills in our legal society. Topics include, but are not limited to, criminal law, juvenile law, torts, family law, discrimination, writing a brief, and employee rights. (Course required for strand.)

Directions: The following competencies are required for full approval of this course. Check the appropriate number to indicate the level of competency reached for learner evaluation.

RATING SCALE:

- 4. **Exemplary Achievement:** Student possesses outstanding knowledge, skills or professional attitude.
- 3. **Proficient Achievement:** Student demonstrates good knowledge, skills or professional attitude.
Requires limited supervision.
- 2. **Limited Achievement:** Student demonstrates fragmented knowledge, skills or professional attitude.
Requires close supervision.
- 1. **Inadequate Achievement:** Student lacks knowledge, skills or professional attitude.
- 0. **No Instruction/Training:** Student has not received instruction or training in this area.

BENCHMARK 1: ANALYZE AND EXPLAIN VARIOUS FACETS OF BASIC LAW AND THE AMERICAN LEGAL SYSTEM

Competencies

#	DESCRIPTION	RATING
1.1	Describe the powers and limitations of the federal government as stated in the Constitution of the United States.	_____
1.2	Identify the basic freedoms guaranteed by the Bill of Rights and describe several key Constitutional Amendments beyond the Bill of Rights.	_____
1.3	Compare and contrast the national constitution with state, territory, and province constitutions.	_____
1.4	Determine how courts make law and explain the role of precedent in the legal system.	_____
1.5	Compare the role of the juvenile court with the role of other courts within a state, territory, or province.	_____
1.6	Distinguish between a tort and a crime.	_____
1.7	Differentiate between and give examples of negligence and intentional torts.	_____
1.8	Explain the concepts of the reasonable person test and proximate cause.	_____
1.9	Explain absolute liability and describe circumstances under which it is imposed.	_____
1.10	Describe the stages in the civil litigation process, at both the trial and appellate levels.	_____
1.11	Explain the importance of professional ethics and the regulation of the legal profession.	_____

BENCHMARK 2: ANALYZE, COMPARE, AND CONTRAST VARIOUS ASPECTS OF THE THREE BRANCHES OF THE U.S. GOVERNMENT

Competencies

#	DESCRIPTION	RATING
2.1	Describe the function and the legal powers of the legislative branch of government.	_____
2.2	Explain the interrelationship of the legislature to the judicial and executive branches of government.	_____
2.3	Break down the function and the legal powers of the executive branch of government.	_____
2.4	Explain the interrelationship of the executive branch to the legislative and judicial branches of government.	_____
2.5	Describe the function and the legal powers of the judicial branch of government.	_____
2.6	Explain the interrelationship of the court system to the executive and legislative branches of government.	_____
2.7	Explain the role and selection of judges.	_____

BENCHMARK 3: IDENTIFY, EXPLORE, AND DISCUSS VARIOUS ASPECTS OF WORKING WITH LAWYERS

Competencies

#	DESCRIPTION	RATING
3.1	Identify the different types of lawyers and members of the legal team.	_____
3.2	Identify the situations when lawyer services are needed.	_____
3.3	Identify other sources of assistance (mediation, counselor, accountant, and insurance agent).	_____
3.4	Explore the ways to find the correct lawyer based on legal situations.	_____
3.5	Compare and contrast the different ways lawyers charge.	_____
3.6	Describe attorney client privilege, qualified immunity, and type of discipline for lawyers.	_____

BENCHMARK 4: IDENTIFY AND EVALUATE VARIOUS ASPECTS OF IMMIGRATION LAW

Competencies

#	DESCRIPTION	RATING
4.1	Evaluate the history of immigration in the United States through laws, acts, and executive orders.	_____
4.2	Determine what immigration law is and what determines if a person is an alien or not.	_____
4.3	Identify the different agencies that regulate immigration laws.	_____
4.4	Discuss the process for removal of noncitizens.	_____
4.5	Evaluate the labor and economic impacts surrounding immigration.	_____
4.6	Evaluate national and border security issues surrounding immigration.	_____
4.7	Understand and defend the rights and protections afforded to immigrants.	_____
4.8	Compare and contrast issues surrounding legal and illegal immigration.	_____
4.9	Identify the various visa types used in immigration.	_____

BENCHMARK 5: ANALYZE AND EXPLAIN VARIOUS ASPECTS OF CRIMINAL LAW

Competencies

#	DESCRIPTION	RATING
5.1	Describe the difference between a felony, misdemeanor, and infraction.	_____
5.2	List the parties to a crime.	_____
5.3	Explain the difference between property crimes and crimes against a person.	_____
5.4	Explore the different types of defenses in criminal law.	_____
5.5	Describe the stages of the criminal litigation process.	_____

BENCHMARK 6: ANALYZE, COMPARE AND CONTRAST VARIOUS ASPECTS OF TORTS

Competencies

#	DESCRIPTION	RATING
6.1	List and compare the major classifications of tort law.	_____
6.2	Compare and contrast between negligence and strict liability.	_____
6.3	Explore the origins of torts in the common law system of England.	_____
6.4	Describe the legal remedies available in a tort action.	_____
6.5	Apply tort law to hypothetical factual situations.	_____

BENCHMARK 7: IDENTIFY AND EXPLAIN VARIOUS FACETS OF FAMILY LAW

Competencies

#	DESCRIPTION	RATING
7.1	Identify and interpret major areas of family law.	_____
7.2	Explain and evaluate government support for families.	_____
7.3	Describe the kinds of rental relationships that landlords and tenants may create.	_____
7.4	Explain the legal procedures for terminating a marital relationship.	_____
7.5	Identify the factors considered by the Court when entering orders regarding division of marital assets and liabilities.	_____
7.6	Explain the factors considered by the Court when entering orders regarding custody, visitation, and financial support of minor children.	_____
7.7	Apply family law to hypothetical factual situations.	_____

BENCHMARK 8: ANALYZE AND DISCUSS VARIOUS ASPECTS OF CONSTITUTIONAL LAW

Competencies

#	DESCRIPTION	RATING
8.1	Explain the Fourth, Fifth, and Fourteenth Amendment.	_____
8.2	Identify the ways for probable cause.	_____
8.3	Identify the ways to search without a search warrant.	_____
8.4	Argue the criteria for a reasonable search.	_____
8.5	Compare and contrast between airport searches, border searches, and administrative/school search.	_____
8.6	List the processes of obtaining a search warrant.	_____

BENCHMARK 9: ANALYZE, COMPARE AND CONTRAST VARIOUS ASPECTS OF JUVENILE LAW

Competencies

#	DESCRIPTION	RATING
9.1	Differentiate between delinquents and status offenders.	_____
9.2	Identify the ways the state handles neglect and abused children.	_____
9.3	Identify situations in which a juvenile can be treated as an adult in the criminal justice system.	_____
9.4	Compare and contrast the juvenile court process to the adult court process.	_____
9.5	Distinguish between initial/detention, adjudicatory and dispositional hearings.	_____
9.6	Explain a minor’s right to avoid a contract and identify people who lack contractual capacity.	_____

I certify that the student has received training in the areas indicated.

Instructor Signature: _____

For more information, contact:

CTE Pathways Help Desk
 (785) 296-4908
pathwayshelpdesk@ksde.org



900 S.W. Jackson Street, Suite 102
 Topeka, Kansas 66612-1212
<https://www.ksde.org>

The Kansas State Department of Education does not discriminate on the basis of race, color, national origin, sex, disability or age in its programs and activities and provides equal access to any group officially affiliated with the Boy Scouts of America and other designated youth groups. The following person has been designated to handle inquiries regarding the nondiscrimination policies: KSDE General Counsel, Office of General Counsel, KSDE, Landon State Office Building, 900 S.W. Jackson, Suite 102, Topeka, KS 66612, (785) 296-3201.

MEMORANDUM

TO: Board of Education
THRU: Dr. Mike Dominguez, Superintendent
FROM: Suzette Goldsby, Plymell Principal/Curriculum Council Chair
DATE: 2/12/25
RE: Technical Drafting S2

ISSUE: The Board of Education is asked to consider and approve the addition of a new course, Technical Drafting Semester 2, as a .05 credit elective course.

BACKGROUND:

Technical Drafting S2 is the second semester of a technical level course that introduces students to the fundamentals of computer aided software and machining techniques. Students will learn skills in 3D modeling, G code generation, and 2D machining.

This course is a required component for the CTE Industrial Arts Pathway. No additional curriculum or staffing resources are needed.

Kansas Course Code: 13204.

ALTERNATIVES:

1. Approve the course as presented as an elective course to be offered as a .05 credit course.
2. Do not approve the course as an elective and the course will not be offered.

RECOMMENDATION:

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

FISCAL NOTE:

No additional funding will be necessary for these courses.

ATTACHMENTS:

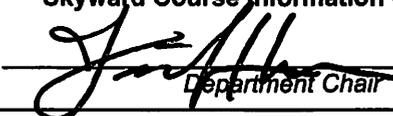
Application to Curriculum Council for Approval

Request for New Course Offering - All Schools

BELOW TO BE COMPLETED BY REQUESTING PROFESSIONAL/DEPARTMENT CHAIR	
Professional Submitting Request: Jenny Hands Department of Submission: CTE- Ind. Arts Date Completed by Professional: 1/31/25	Building Submitting Request: GCHS Date Submitted to Department Chair: 1/29/25
Course Name: Technical Drafting S2	SKYWARD INFORMATION: Short description of course (15 characters) <i>prints on transcripts</i> Tech Draft S2 <hr/> Long description of course (30 characters) Technical Drafting S2
Kansas Course Code (KCCMS): 13204	
Please attach the following: <input checked="" type="checkbox"/> Standards/Course Objectives <input type="checkbox"/> Syllabus <input type="checkbox"/> Description of Course 80% of standards for the course should be addressed in order for approval. Please attach any other pertinent documents you think the Council may wish to evaluate to approve the course.	Does any additional curriculum need to be purchased for additional credit to be offered? <input type="checkbox"/> YES* <input checked="" type="checkbox"/> NO <i>*If yes, please attach information regarding curriculum to be purchased that includes cost. **If approved by building principal, Council will assume that cost of new curriculum is not a concern.</i> Does this course have the potential or need for a supplemental salary? <input type="checkbox"/> YES* <input checked="" type="checkbox"/> NO <i>*If yes, please attach an explanation of the supplemental including cost and hours.</i>
List any pre-requisite courses: None	Indicate the following: <input type="checkbox"/> Required Course <input checked="" type="checkbox"/> Elective Course <input type="checkbox"/> Either (depends on grad reqs)
BELOW TO BE COMPLETED BY COUNSELOR	
Course Length: <input type="checkbox"/> 1 quarter <input checked="" type="checkbox"/> 1 semester <input type="checkbox"/> 2 semesters Credit to be Earned: 0.5 Is this a dual credit course? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> Is this a GCCC course? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> Number of USD 457 Credits: _____ (3 GCCC credit hours = 0.5 credit at USD 457)	NOTES:

Process for New Course Offering - All Schools

This form is to be completed for a course that has never been approved by the Curriculum Council.

STEP ONE: Requesting professional (teacher/counselor) completes the written request.	
STEP TWO: Requesting professional takes request to Department Chair for consideration/additional information. The Department Chair presents the course to members of the department.	Recommended / Not Recommended  Department Chair / Date 1/29/25 <hr/> Date of Department Mtg. 1/29/25
STEP THREE: Request is sent to the Head Principal for consideration.	Recommended / Not Recommended  Head Principal Signature / Date 1-29/25
STEP FOUR: Counselors complete Skyward Course Information on the written request form.	Skyward Course Information Completed  Department Chair
STEP FIVE: Request is brought to the Curriculum Council for a final decision by the Department Chair and/or the requesting professional. Presence is expected at the Curriculum Council meeting to answer any questions.*	Recommended / Not Recommended** <hr/> Curriculum Council Chair Signature / Date
STEP SIX: Final determination, before submission to the BOE, is determined by the Assistant/Deputy Superintendent overseeing the Office of Curriculum & Instruction.	Recommended / Not Recommended <hr/> Asst./Deputy Superintendent Signature / Date
STEP SEVEN: Request is presented to BOE for approval	Approved / Not Approved
STEP EIGHT: If approved by BOE, Request is sent to technology: A Zendesk is written by Chair of the Curriculum Council & paper copies are delivered by administrative assistant.	<hr/> Date Zendesk Submitted <hr/> Date Forms Delivered
STEP NINE: GCHS Registrar/Counselors are notified of completed changes by Technology. Forms are returned to the Office of Curriculum & Instruction.	<hr/> Date Changes Complete <input type="checkbox"/> Forms Returned to Office of Curriculum & Instruction

****Course Not Approved (Notes from Curriculum Council):**

KANSAS STATE DEPARTMENT OF EDUCATION
CAREER TECHNICAL EDUCATION (CTE) COURSE COMPETENCIES

Computer Aided Machining (CAM) I Course No. 13204 Credit: 1.0

Student name: _____ Graduation Date: _____

Pathways and CIP Codes: Business Management & Entrepreneurship (52.0799); **Manufacturing (48.0000) - Production Strand**

Course Description: A **technical level** course that introduces students to the basics of computer aided software and machining techniques. This includes 3D modeling, G code generation, and 2D machining.

Directions: The following competencies are required for full approval of this course. Check the appropriate number to indicate the level of competency reached for learner evaluation.

RATING SCALE:

4. Exemplary Achievement: Student possesses outstanding knowledge, skills or professional attitude.
3. Proficient Achievement: Student demonstrates good knowledge, skills or professional attitude. Requires limited supervision.
2. Limited Achievement: Student demonstrates fragmented knowledge, skills or professional attitude. Requires close supervision.
1. Inadequate Achievement: Student lacks knowledge, skills or professional attitude.
0. No Instruction/Training: Student has not received instruction or training in this area.

BENCHMARK 1: INTRODUCTION TO DESIGN

Competencies

#	DESCRIPTION	RATING
1.1	Create 2-D and 3-D drawings using CAD/CAM software.	_____
1.2	Demonstrate knowledge of Cartesian coordinate system in generating Code	_____
1.3	Generate pictorial drawings.	_____
1.4	Identify and demonstrate the use of CAD/CAM commands.	_____
1.5	Demonstrate the ability to dimension drawings using CAD/CAM software.	_____
1.6	Demonstrate proficiency in setting limits and scale using CAD/CAM software.	_____
1.7	Use symbols and notes using CAD/CAM software.	_____

BENCHMARK 2: CAM CONCEPTS

Competencies

#	DESCRIPTION	RATING
2.1	Interpret drawings to create G code.	_____
2.2	Create tool paths using CAM software.	_____
2.3	Demonstrate knowledge of machining fundamentals.	_____
2.4	Demonstrate communication with machine tools.	_____
2.5	Investigate careers utilizing CAM.	_____

BENCHMARK 3: CAM PROCESSES

Competencies

#	DESCRIPTION	RATING
3.1	Knowledge of various industry specific software.	_____
3.2	Create multiple tool paths using CAM software.	_____
3.3	Import tooling into CAM software.	_____
3.4	Import models into CAM software.	_____
3.5	Select tooling and create tool paths using CAM software.	_____
3.6	Verify machining process for clearance and machine tool collision using CAM software.	_____
3.7	Demonstrate editing CNC code with CAM.	_____

BENCHMARK 4: CAM PRACTICES

Competencies

#	DESCRIPTION	RATING
4.1	Demonstrate machine facing, drilling, and reaming using CAM.	_____
4.2	Create pocket and contour machine practices using CAM software.	_____
4.3	Merge tooling and geometry within part model and machine object.	_____
4.4	Program multi-axis code.	_____
4.5	Evaluate prototyping techniques and choose the appropriate method for a product.	_____

I certify that the student has received training in the areas indicated.

Instructor Signature: _____

For more information, contact:

CTE Pathways Help Desk
 (785) 296-4908
pathwayshelpdesk@ksde.org



900 S.W. Jackson Street, Suite 102
 Topeka, Kansas 66612-1212
<https://www.ksde.org>

The Kansas State Department of Education does not discriminate on the basis of race, color, national origin, sex, disability or age in its programs and activities and provides equal access to any group officially affiliated with the Boy Scouts of America and other designated youth groups. The following person has been designated to handle inquiries regarding the nondiscrimination policies: KSDE General Counsel, Office of General Counsel, KSDE, Landon State Office Building, 900 S.W. Jackson, Suite 102, Topeka, KS 66612, (785) 296-3201.

MEMORANDUM

TO: Board of Education
THRU: Dr. Mike Dominguez, Superintendent
FROM: Josh Guymon, Deputy Superintendent
DATE: 03/03/25
RE: AVID Purchase

ISSUE:

The Board of Education is asked to consider and approve the quote for AVID. This will be a first read and it will return for approval on the consent agenda on 03/27/25.

BACKGROUND:

AVID is part of our strategic plan and support GCHS and both middle schools. This is part of the district PD plan and AVID provides two days of professional development to secondary schools every three years and September 2025 is the next year in that cycle.

ALTERNATIVES:

1. Approve the AVID purchase
2. Deny the AVID purchase

RECOMMENDATION:

Approve the AVID purchase

FISCAL NOTE:

AVID two day training will cost \$127,452.00 for the first three years.

ATTACHMENTS:

Garden City AVID quote

AVID Center



Trainings Products and Services Quote/Order

Quote/Order #: Q-90339
 Client: Garden City Unified School District #457
 Address: 1205 Fleming St
 Garden City, KS 67846

AVID Center Representative: Ashley Walker
 Phone: (858) 633-0080
 Email: awalker@avid.org

Effective Date: September 25, 2025

Expiration Date: September 26, 2025

Path to Schoolwide: September 25-26, 2025			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
32	Academic Language Literacy	\$599.00	\$17,888.00
33	Cultivating Writing Schoolwide - Secondary	\$599.00	\$18,447.00
33	Creating Engaging Rigorous Classrooms	\$599.00	\$18,447.00
33	Enhancing Social Community College Career Readiness for All	\$599.00	\$18,447.00
32	Transforming Literacy - Secondary	\$599.00	\$17,888.00
33	Career and Technical Education	\$599.00	\$18,447.00
32	Foundations of Secondary Schoolwide Success	\$599.00	\$17,888.00
Path to Schoolwide: September 25-26, 2025 SUBTOTAL:			\$127,452.00

TOTAL: \$127,452.00
plus all applicable taxes

Additional Comments:

Training Dates/Hours

Day 1: 09/25/2025 08:00 AM - 03:30 PM
 Day 2: 09/26/2025 08:00 AM - 03:30 PM

Exhibit "A"

AVID Center General Terms and Conditions (Ts&Cs)

These Ts&Cs apply to the Quote/Order and any Subsequent Quote/Order(s), regardless of whether they are attached to such Quote/Order or Subsequent Quote/Order(s) and shall prevail over any other terms and conditions contained in any purchase order or other document submitted by Client. AVID Center hereby rejects any other such terms and conditions.

Article I. Definitions; Descriptions and Requirements.

Capitalized terms in these Ts&Cs not defined in the Quote/Order or a Subsequent Quote/Order or elsewhere in these Ts&Cs shall have the meanings set forth at <https://www.avid.org/Page/3290> (or another location on AVID Center's website designated by AVID Center) and are incorporated into this Agreement by reference. Such descriptions and requirements related to AVID Products and Services may change from time to time at AVID Center's sole discretion and are incorporated into this Agreement by this reference.

Article II. Term. This Agreement will be in effect from the "Effective Date" until the "Expiration Date" specified in the Quote/Order or Subsequent Quote/Order, unless earlier terminated as provided herein or renewed pursuant to a Subsequent Quote/Order ("Term").

Article III. Licenses.

3.1. **AVID Products and Services.** Subject to all of the terms and conditions of this Agreement, AVID Center grants to Client a limited, non-exclusive, non-transferable license, without the right to sublicense, to permit Client Sites to:

(a) access the AVID Products and Services specified in the Quote/Order or Subsequent Quote/Order and corresponding to such Client Sites via a password-protected website that is accessible only to staff and/or students of such Client Site;

(b) use the AVID Products and Services solely for classroom and school use; and

(c) reproduce, distribute, and display copies of, the AVID Materials in connection with such use of the AVID Products and Services.

AVID Center reserves all rights that are not expressly granted to Client in this Section 3.1.

3.2. **Restrictions.** Except as permitted in this Agreement, Client shall not, nor permit any third party to, do any of the following with respect to the AVID Products and Services and AVID Materials:

(a) Provide, sell, sublicense, transfer, lease, distribute, broadcast, or transmit to any third party;

(b) Reproduce;

(c) Modify or create derivative works;

(d) Use or integrate with any other product or service or develop any other product or service;

(e) Use with any timesharing service, service bureau, network or the like for revenue-generating purposes; or

(f) Obscure, remove, alter or fail to reproduce any copyright notice and other proprietary legends.

3.3. **Training.** Client shall only permit training to members employed by Client or an affiliate of Client as appropriate for the event type.

3.4. **AVID Trademarks.**

(a) Client shall not, and shall ensure that Client Sites do not:

(i) modify any AVID Trademarks or use any other words, names, designs or logos with any of the AVID Trademarks; or

(ii) use any AVID Trademarks with any products or services other than the AVID Products and Services.

(b) Client shall include, and ensure each Client Site, includes:

(i) the appropriate trademark symbol, in the form of either [AVID Trademark]® or [AVID Trademark]™;

(ii) the following notice on all literature and materials containing any AVID Trademarks, as appropriate: "[AVID Trademark] is a [registered] trademark of AVID Center."

(c) AVID Center shall have the irrevocable right to approve all use by Client or a Client Site of any AVID Trademarks to promote the AVID Products and Services.

3.5. **Ownership.** As between the parties, AVID Center retains all right, title and interest, except as licensed to Client hereunder, in and to the AVID Products and Services, AVID Methodologies, AVID Trademarks, and AVID Materials, and all intellectual and proprietary rights therein.

Article IV. Proprietary Information.

4.1. **Confidentiality.** Client shall (a) maintain all Proprietary Information in strict confidence; (b) not use Proprietary Information, except to the extent necessary to exercise its rights and perform its obligations under this Agreement; and (c) not disclose Proprietary Information to any third party other than to its employees and contractors who have a need to know such information. Client shall ensure all Client Sites to comply with the obligations in this Section 4.1 and shall be responsible for any Client Site's breach of such obligations.

4.2. **Exceptions.** The restrictions set forth in Section 4.1 shall not apply with respect to any information which: (a) is already known by Client at time of disclosure; (b) becomes, through no act or fault of Client or any Client Site, publicly available; (c) is rightfully received by Client from a third party on a non-confidential basis; or (d) is independently developed by Client without reference to any Proprietary Information. Client may disclose Proprietary Information pursuant to a lawful requirement of a governmental agency to the minimum extent required, provided that Client first notifies AVID Center of such requirement and Client cooperates with AVID Center in seeking a protective order or contesting such required disclosure.

Article V. Compensation.

5.1. **Invoicing and Payment.** No payment is due at the time of execution of this Quote/Order. AVID Center will invoice Client following completion of the training specified in the Quote/Order or Subsequent Quote/Order, and payment of the full invoiced amount shall be due without offset within thirty (30) days following receipt of AVID Center's invoice.

The invoiced amount will be the greater of:

9.7. Notices. All notices provided hereunder must be in writing and addressed to the applicable party as set forth in the Quote/Order or Subsequent Quote/Order or such other address as set forth in a notice provided as set forth in this Section 9.7, and shall be effective upon receipt if sent by email, one business day following delivery by commercial courier, or three business days following deposit in the U.S. mail via certified mail, postage prepaid, return receipt requested.

9.8. Waiver. A party's waiver of any breach by the other party shall not apply to any other or subsequent breach.

9.9. No Third-Party Beneficiaries. There are no third-party beneficiaries of the rights, obligations or remedies provided in this Agreement.

9.10. No Assignment. Any assignment of this Agreement by Client without AVID Center's prior written consent shall be null and void.

9.11. Amendment. Any amendment of this Agreement must be in writing and signed by both parties.

9.12. Entire Agreement. This Agreement is the entire agreement between the parties relating to the subject matter hereof.

9.13. Counterparts. This Agreement may be executed in counterparts and a party's executed signature page may be delivered by electronic mail or other written means.



**GARDEN CITY
PUBLIC SCHOOLS**

MEMORANDUM

TO: Board of Education
THRU: Dr. Mike Dominguez, Superintendent
FROM: Drew Thon, HR Director
DATE: 2-28-2025
RE: Parents as Teachers Training Reimbursement Agreement

ISSUE:

The Board of Education is asked to consider and approve a Training Reimbursement Agreement for the Parents as Teachers program.

BACKGROUND:

The PAT program provides essential education services to parents of young children, requiring specialized training for staff. PAT covers this training cost, which totals \$1,700 per employee. However, when employees voluntarily leave before completing a full year of service, the program loses its investment without securing a long-term benefit.

To mitigate this, the proposed Training Reimbursement Agreement would require employees to commit to one year of service after completing training. If they resign before fulfilling this commitment, they would be responsible for reimbursing the district on a prorated basis.

ALTERNATIVES:

1. Approve the agreement.
2. Do not approve the agreement.

RECOMMENDATION:

Approve the Training Reimbursement Agreement as presented.

FISCAL NOTE:

By adopting this agreement, the district could recover up to \$1,700 per departing employee, depending on their length of service post-training.

ATTACHMENTS:

- Training Reimbursement Agreement

TRAINING REIMBURSEMENT AGREEMENT

This TRAINING REIMBURSEMENT AGREEMENT (“Agreement”) is entered into on this _____ day of _____, 20____, by and between the PARENTS AS TEACHERS (“PAT”) and _____ (“EMPLOYEE”).

WHEREAS, PAT has an acute and continuing need for trained personnel; and

WHEREAS, EMPLOYEE has a desire to become a fully trained PAT employee; and

WHEREAS, EMPLOYEE is not yet trained for PAT, but EMPLOYEE would like to be trained in the PAT’s program.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the parties agree as follows:

1. **TRAINING.** PAT agrees to provide EMPLOYEE training to enable EMPLOYEE to become a PAT employee. The training is anticipated to take _____ to complete. The specific training to be provided to EMPLOYEE is as follows:

2. **VALUE OF TRAINING.** PAT agrees to pay the cost of the training provided to EMPLOYEE. PAT has determined that the total cost of the training is One Thousand Seven Hundred (\$1,700.00)

3. **COMMITMENT TO REMAIN WITH PAT.** In consideration of PAT paying the training on behalf of EMPLOYEE, EMPLOYEE agrees to be employed by PAT for a period of one (1) full year from and after the date of becoming fully trained as a PAT employee. PAT and EMPLOYEE agree that the date of completion shall be acknowledged by PAT and EMPLOYEE in writing, with the acknowledgment document placed in EMPLOYEE’s personnel file.

4. **REIMBURSEMENT OF TRAINING EXPENSES.** Should EMPLOYEE terminate his/her employment with PAT at a time prior to the one (1) year commitment set forth in paragraph 2 herein, EMPLOYEE agrees to reimburse and pay to PAT, on or before EMPLOYEE’s last day of employment with PAT, training costs incurred by PAT, based on the following table:

TIME OF TERMINATION OF EMPLOYMENT AFTER COMPLETION OF TRAINING	AMOUNT OF REQUIRED REIMBURSEMENT BY EMPLOYEE
0 months	100%
1 month	\$1550
2 months	\$1400
3 months	\$1250
4 months	\$1100
5 months	\$950
6 months	\$800
7 months	\$550

8 months	\$400
9 months	\$300
10 months	\$200
11 months	\$100

If EMPLOYEE voluntarily terminates his or her employment with PAT during the training, EMPLOYEE shall pay PAT the value of the training provided to EMPLOYEE to date of termination, based on a pro-rated amount. If EMPLOYEE is terminated by PAT prior to the fulfillment of his or her commitment, then no reimbursement of training expenses shall be required.

5. **NOT CONTRACT FOR CONTINUED EMPLOYMENT.** This Agreement is not, and should not be construed as, a commitment by PAT to continue the employment of EMPLOYEE for any specific period. This Agreement is not intended to be, nor should it be construed as, a contract of employment.

6. **WITHHOLDING OF REIMBURSEMENT.** EMPLOYEE agrees and consents to PAT withholding compensation from paycheck(s) due EMPLOYEE, in the event a reimbursement is due from EMPLOYEE to PAT. EMPLOYEE agrees that any such withholding is for a lawful purpose and accrues a benefit to EMPLOYEE.

7. **ENFORCEMENT OF AGREEMENT.** Should PAT be required to retain legal counsel to enforce the terms, conditions or obligations of this Agreement, EMPLOYEE shall be responsible for all attorney fees and expenses incurred by PAT, whether litigation is commenced by PAT.

8. **VOLUNTARY AGREEMENT.** EMPLOYEE acknowledges that he or she has voluntarily entered into this Agreement. EMPLOYEE further acknowledges that the training to be provided to EMPLOYEE is a valuable benefit to EMPLOYEE, whether EMPLOYEE is employed by PAT or some other entity when training.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement the day and year first above written.

BOARD OF EDUCATION
UNIFIED SCHOOL DISTRICT NO. 457
FINNEY COUNTY, KANSAS

By: _____
Board of Education

ATTEST

Jennifer Ramos, Board Clerk

PARENTS AS TEACHERS

EMPLOYEE

By: _____
_____, PAT DIRECTOR

Date: _____

Date: _____

STUDENT SERVICES COOPERATIVE AGREEMENT

THIS STUDENT SERVICES COOPERATIVE AGREEMENT (Agreement) is made and entered into this __17__ day of March 2025, by and between the BOARD OF TRUSTEES OF GARDEN CITY COMMUNITY COLLEGE (GCCC), and the BOARD OF EDUCATION OF UNIFIED SCHOOL DISTRICT NO. 457 (USD 457).

WITNESSETH:

WHEREAS, it is the desire of GCCC and USD 457 to make the most efficient use of their powers by cooperating to provide services in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of GCCC and USD 457; and

WHEREAS, GCCC and USD 457 have a mutual need to share the services of the GCCC Student Services Specialist, and

WHEREAS, GCCC and USD 457 desire to enter into this Agreement for the purpose of allowing GCCC and USD 457 to share the services of this employee.

NOW, THEREFORE, in consideration of the terms and conditions set forth below, the parties agree as follows:

1. **TERM.** The term of this Agreement shall be for a period of one (1) year, beginning the 1st day of July, 2025, and ending on the 30th day of June, 2026. This Agreement shall automatically renew for annual terms thereafter, unless terminated by one or both of the parties as provided in this Agreement.

2. **TERMINATION.** This Agreement may be terminated by either party, for any reason, by giving not less than ninety (90) days' written notice. The parties agree that upon termination of this Agreement prior to the end of any annual term, the parties shall determine a prorata apportionment of the compensation due from USD 457 to GCCC.

3. **EMPLOYEE OF GCCC.** At all times during the term of this Agreement, individual shall be an employee of GCCC, and not an employee of USD 457.

4. **PURPOSE.** Allow for GCCC employee to provide student services to Garden City High School (GCHS) students, including but not limited to, assisting with concurrent enrollment scholarship funds for GCHS students.

5. **PAYMENT FOR SERVICES.** USD 457 shall pay GCCC for the services provided by employee as follows: the annual amount of \$30,000.00, payable on the 15th day of May, 2026, and thereafter, on the 15th day of May during each annual term of this Agreement.

6. **TERMINATION OF EMPLOYMENT.** Should employment be terminated prior to the end of an annual term, any payment made or due from USD 457 to GCCC shall be monthly prorated for the actual services provided by employee.

7. **DEFAULT.** Should a party fail to abide by the terms and conditions of this Agreement, the other party may declare a default and thereafter, give written notice of intent to terminate by reason of default, said notice to be not be less than thirty (30) days before the date of termination. This Agreement shall not limit in any manner, the legal rights or remedies a party might have in the event of a default.

8. **SUFFICIENCY OF FUNDS.** In the event sufficient funds shall not be appropriated by the State of Kansas to USD 457 for the payments required under the terms and conditions of this Agreement, USD 457 may terminate this Agreement pursuant to the notice requirements set forth herein. This Agreement is subject to the terms and provisions of the Cash Basis Law, K.S.A. 10-1101 *et seq.*, and the Kansas Budget Law, K.S.A. 79-2925 *et seq.*

9. **LEGISLATIVE CHANGE.** This Agreement is subject to change or termination by the Legislature of the State of Kansas.

10. **NOTICES.** All notices required or which may be given hereunder shall be considered as properly given if delivered in writing, personally, or sent by certified mail, postage prepaid, and addressed as follows:

If to GCCC: Dr. Ryan J. Ruda, President
 801 Campus Drive
 Garden City, Kansas 67846

If to USD 457: Dr. Mike Dominguez, Superintendent
 1205 Fleming Street
 Garden City, Kansas 67846

11. **GENERAL PROVISIONS.**

- (a) This Agreement incorporates all of the obligations, agreements, and understandings of the parties hereto, and there are no oral agreements or understandings between the parties hereto concerning the subject covered by this Agreement.
- (b) If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- (c) This Agreement may be amended, changed, or modified only upon the written consent of all of the parties.
- (d) This Agreement shall be construed in accordance with the laws of the State of Kansas.
- (e) The paragraph headings appearing in this Agreement have been inserted for the purposes of convenience and ready reference, and do not purport to nor shall they be deemed to define, limit, or extend the scope or intent of the paragraph to which they pertain.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures the day and year first above written.

BOARD OF TRUSTEES OF
GARDEN CITY COMMUNITY COLLEGE

Date

By _____
Mrs. Shanda Smith, Chairperson

ATTEST:

JODIE TEWELL,
Executive Assistant to the President

BOARD OF EDUCATION OF
UNIFIED SCHOOL DISTRICT NO. 457

Date

By _____
Randy Ralston, President

ATTEST:

Jennifer Ramos,
Clerk of the Board

PARTNERSHIP AGREEMENT

Multi-Year School-to-Career Program

Jobs for America's Graduates – Kansas And Unified School District 457

Now, on this _____ day of _____, 2025, come **Jobs for America's Graduates – Kansas (JAG-K)** and **Unified School District 457, (USD 457)**, Garden City, Kansas, and enter into a formal partnership to implement and sustain the Jobs for America's Graduates (JAG) Multi-Year School-to-Work Program and the JAG Alternative Education School-to-Work Program, with the following understanding of programs, duties, responsibilities and expectations of the participants:

WHEREAS, JAG-K, a not-for-profit Kansas corporation, receives program and financial support from corporate and foundation contributions, public sector grants and participating school districts. JAG-K creates business, industry and education partnerships committed to achieving the mission of JAG, which is to ensure that at-risk high school students remain in school, attain basic employability skills through classroom and career-based learning experiences during the senior year in school, are provided with academic support services, graduate and receive twelve (12) months of follow-up services by the JAG-K Career Specialist. These follow-up services help assure JAG-K participants are successfully transitioned into a career and/or pursue a post-secondary education to enhance their career entry and advancement, and

WHEREAS, the Multi-Year School-to-Career Program is based on the Jobs for America's Graduates Model followed by participating school districts in more than 35 states serving high school students for up to four (4) years in school and an additional twelve (12) months of follow-up services. The primary goals of the program are a 90% graduation/GED rate; a 75% overall success rate at the end of 12 months post-graduation with participants either employed in a job leading to a career, active service in the military, or enrolled in a postsecondary education or training on a full-time basis; 60% of employed graduates are in full-time jobs leading to careers; and 75% of the graduates are employed full-time and/or combining career and school, and

WHEREAS, the partners to this Agreement are committed to providing an efficient school-to-career program, with a process of maintaining continuous improvement and monitoring of success, with implementation throughout the existence of the JAG-K accredited program.

IT IS THEREFORE AGREED AND COVENANTED BY THE PARTIES HERETO, that the following duties, responsibilities and obligations of the parties constitute the Partnership Agreement for the 2025-2026 school year:

JAG-K shall:

1. Establish a Jobs for America's Graduates, Inc. (JAG) evidence-based, accredited Multi-Year School-to-Career Program at the school identified above, including employment of one or more mutually acceptable individuals to fulfill the duties of the JAG-K Career Specialist.
2. Identify, with assistance and input from appropriate school personnel, those students appropriate for participation in the JAG-K program based on the requirements of the evidence-based JAG model. Need, want and ability to benefit will continue to assist the Specialist(s) with final enrollment decisions.
3. The goal for the JAG-K Specialist will be to take personal responsibility for a minimum of thirty-five (35) students, with a maximum participation of sixty (60) students, who are at risk of becoming unemployed and/or leaving school before graduation. (The in-school enrollment minimum of 35 students does not include the additional responsibility for 12 months of follow-up services to post-graduates.)
4. Provide management support to the program and the Career Specialist through the active involvement of a state-level Board of Directors, and the leadership and guidance of the JAG-K President/CEO, JAG-K Senior Vice-President of Programming, Regional Director(s), and designated staff. Also, to provide technical assistance and training to the Career Specialist and other key staff of the school on the successful implementation and operation of a JAG accredited program.
5. Develop a positive relationship within local communities, including employers, high schools, postsecondary and/or technical schools, and community service organizations for promoting and establishing local JAG accredited programs in accordance with the national JAG model.
6. Provide staff development experiences for all Career Specialists to ensure understanding of the JAG Model and the Multi-Year School-to-Career Program and to share best practices through planned local/state development activities.
7. Provide staff support and conduct periodic school quality assurance reviews and consulting visits to give encouragement, support, and feedback as well as a review of documentation that is required of a National JAG accredited program committed to tracking students, services, and outcomes throughout the senior year and 12-month follow-up period. JAG National Site Reviewers will conduct a comprehensive accreditation review every 3-4 years. JAG-K will conduct a site review and prepare an accreditation report for review by the Board of Directors, JAG-K administration, assigned school administrators, and the Career Specialists. An annual accreditation review will also be conducted based on national system data and self-reported information.

8. Sponsor the annual JAG-K Leadership Development Conference, Career Development Conference and JAG-K Days at the State Capitol, utilizing input and participation from students, Career Specialists, JAG-K administration and Board of Directors.
9. Maintain participation in existing efforts such as Comprehensive School Improvement, Career and Technical Education, Drop-Out Prevention, Transition, Career Education Guidance, Workforce Development and Economic Development.
10. Coordinate with national Jobs for America's Graduates, Inc. to have access to current operational and administrative guides and resources, electronic management systems, national training opportunities, audits and on-site visits as needed to meet the goals of the program. JAG-K will maintain its program to meet national program standards to be consistently accredited with JAG, Inc.

WHEREAS, the school district shall:

1. Provide the JAG-K specialist(s) with appropriate classroom, office space and specified time to provide instruction and privacy as needed to conduct training and counseling for the JAG Program. Additionally, the district will provide the Career Specialist with utilities, telephone service, internet access, computer service, copier, classroom materials and supplies as provided to other school personnel.
2. Provide the JAG-K program in the regular class credit schedule to at least thirty-five (35) students with a goal of sixty (60) students for the entire school year. *(The student numbers do not include those post-graduate students who receive follow-up services from the Career Specialist for 12 months after graduation.)* The district shall include the JAG-K Program in the Student Handbook/Class Scheduling book and ensure guidance staff assists the Specialist with student referral and selection. Class sizes should not exceed twenty (20) students per class to provide for the smaller learning community that the JAG-K curriculum and model requires to be most successful. **A waiver may be granted to exceed more than sixty-five (65) enrolled students.** The waiver must be approved and signed by JAG-K President/CEO or Senior Vice President of Programming and the Superintendent or his/her designee.
3. Support the JAG-K Career Specialist in providing JAG services during the school day within and outside the building and in the community as needed. This includes the Specialist taking students on approximately ten (10) career exploration visits to colleges, vocational schools, workplace locations, and other similar opportunities. The school will identify a single point/person of contact within the school administration for the JAG-K program.
4. Provide a representative from the school administration, preferably the principal or a vice-principal, to attend the annual administrator meetings, coordinated by JAG-K administration. Encourage school counselors to attend JAG-K counselor training sessions during the school year. Administrators and counselors are also encouraged to attend a JAG National Training Seminar (NTS) in the summer. Although the training expenses for the NTS would be the district's

responsibility, JAG-K will coordinate the registration on behalf of the school administrator/representative(s).

5. Provide for the scheduling of students and adequate class time and support the continuation of students in JAG-K throughout their high school career, if necessary. For example, if a student enters the JAG-K program as a junior, he/she will continue in the program during the senior year for credit, if necessary. JAG will track retention from year to year, through 12 months of follow-up contact.
6. Provide academic credit toward graduation to those students who successfully complete the JAG-K program.
7. Establish an in-school Advisory Committee to assist in recruiting, screening, and selecting students most in need of services delivered in the Multi-Year Program and provide continuing support for students and the JAG-K program. The optimum member participation on the Committee will be the Career Specialist and one staff member from each of the following: administration, counseling, and teaching faculty. An existing committee will be adequate if it can perform the additional functions of advising on the JAG-K program. Provide feedback to JAG-K administration that will result in continuous program improvement to maintain accreditation.
8. Work with the Career Specialist to review student cumulative records including grades, discipline, free and reduced lunch status, foster care, IEP, parent/guardian contact information and other records, as needed. School personnel will obtain signed parent/guardian releases to allow the Career Specialist access to the necessary records. Review of this information will be necessary in identifying, screening, selecting, and enrolling qualified students in the JAG-K accredited program.
9. Help assure connections are made in the district to existing efforts such as Comprehensive School Improvement, Career and Technical Education, Post-Secondary Education Learning Supports, Drop-Out Prevention, Transition, Alternative Education, Workforce Development Centers, and Economic Development.
10. Enable students in JAG-K to attend, at a minimum, the following JAG-K events: Regional Leadership Development Conference, State Leadership Development Conference, Regional Career Development Conference, State Career Development Conference and JAG-K events at the State Capitol. Provide transportation at district expense and insurance coverage for the students and Specialist to attend each of these events annually. When possible, allow other staff to attend and serve as chaperones and activity judges at these events. Additionally, the district will allow students who qualify for multi-state or national JAG events to participate if the student meets school academic requirements for extra-curricular activities and is eligible to miss school functions. All student participation-related expenses of these events shall be borne by JAG-K.

11. Support JAG-K's efforts to involve parents, family, employers, and community to meet the needs of JAG-K students that will keep them in school through graduation and ensure full cooperation and participation during the post-graduation follow-up period, which may include support for sustaining JAG-K's community fundraising efforts for the program.
12. Provide support for the Career Specialist to perform mandatory off-campus employer marketing, job development and placement responsibilities pursuant to this Partnership Agreement. Active personal contact by the Career Specialist with employers throughout the program year are essential to a successful School-to-Career Program. The school will also support the Specialist's attendance at mandatory JAG-K staff meetings, which are conducted approximately three (3) times during the school year.
13. Provide and allow for up to ten (10) days of substitute coverage for each JAG-K Career Specialist in the district for sick, personal, and/or JAG-K training time, exclusive of training directed or provided by the school district. Additional substitute requirements beyond the ten (10) days for each JAG-K Career Specialist, except as excluded, to be reimbursed by JAG-K.

TRANSITION SERVICES

JAG-K provides Transition Services to ensure students in foster care in the State of Kansas are eligible to receive the same services from JAG-K as other students. In order to facilitate services to students in the Transition program, the participating school district will provide JAG-K access to educational records of those students placed in the district through the foster care program. JAG-K will protect the confidentiality of all personally identifiable information related to Transition students.

USD shall identify those students who may be eligible to participate in the JAG-K program and shall allow JAG-K staff access to necessary information to assist in developing appropriate services to be provided.

USD shall make eligible students available to JAG-K staff at mutually agreed times during the school day in order to provide services and to check on student progress.

PARTNERSHIP COMMITMENT

NOW, THEREFORE, this constitutes the Terms and Agreements between JAG-K and USD 457 for the 2025-2026 school year.

By Addendum to this Agreement the Career Specialist's duties and expectations are specified, and by signature thereto, the Career Specialist acknowledges an understanding of the terms of this Partnership and agrees to meet them as they apply to the duties of the Career Specialist.

The partners mutually agree that the JAG-K program will operate within the principles, policies, procedures, and JAG standards as outlined herein.

In consideration of the mutual agreements and covenants herein, the cost of the JAG-K program in the school district will be 15 percent of the actual cost of your JAG-K program(s) from the previous year plus the base state aid percentage increase used by the State of Kansas that is a 3-year average of the Consumer Price Index for all urban consumers (CPI-U) in the Midwest region. See attached Appendix A for estimated amount. Program fees for new 2025-2026 programs with no cost history will be based on the starting teacher pay in the district and the average costs estimates associated with a JAG-K program in 2025-2026. A final invoice will be sent once the state rate is announced which we anticipate will be in April 2025. The total for USD 457 will be payable by May 1, 2025, unless state funding of public education is delayed. JAG-K program costs are subsidized by grants.

It is mutually agreed that efforts will be made to continue the JAG-K/JAG accredited program in USD 457 on an ongoing basis contingent upon the availability of funding, an adequate number of students to make the program cost effective, and mutual satisfaction with the program based on this Partnership Agreement.

In the event that state or federal funding for the services offered by JAG-K to Kansas school districts and Kansas students is not approved, withdrawn, cancelled or terminated, JAG-K shall be authorized by this Agreement to terminate the contractual obligation to the school district named above. This termination of services shall be allowed only upon JAG-K receiving notice of the termination of funding from appropriate state or federal entities, at which time JAG-K shall provide written notification to the school district at least 30 days prior to the cessation of services.

Should areas of non-compliance with the JAG Model arise, and all efforts to reach agreement have failed, either party reserves the right to terminate this Agreement with thirty (30) days written notice.

In recognition of the terms and conditions herein stated, the partners above stated enter into this Agreement, effective the dates shown by their signatures.

	2/28/25
_____ Charles E. Knapp, President, and CEO Jobs for America's Graduates - Kansas	_____ Date
_____ Superintendent, USD 457	_____ Date
_____ High School Principal, USD 457	_____ Date
_____ Alternative Education School Principal, USD 457	_____ Date

Appendix A

Jobs for America's Graduates – Kansas And Unified School District 457

Estimates as of 2/28/25

JAG-K Program 2025-2026 – Garden City HS	\$15,386.00
JAG-K Program 2025-2026 – Garden City AE	\$14,601.00
Total	\$29,987.00

MEMORANDUM

TO: Board of Education
THRU: Dr. Mike Dominguez, Superintendent
FROM: Brandon Anderson, Director of Plant Facilities
DATE: 3/12/2025
RE: **Consider and Act on change order received for Library and Vocal Room flooring 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. When the bids were received for the scope of work requested the bid was \$80,257.38. In an effort to maximize dollars and efficiency I requested a quote to do the Library and Vocal room and received the attached quote for \$37,130.56. This still keeps us under the original budget and upgrades a majority of the needed flooring at Abe Hubert at this time.

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

ALTERNATIVES:

RECOMMENDATION:

Review quote to add Library and Vocal Room to the scope of work for the flooring project at Abe Hubert.

FISCAL NOTE:

As stated earlier the budget for this project is \$125,000 total, so adding this change order still keeps us below the original budget.

ATTACHMENTS:

Change Order quote from Star
Commercial Flooring



USD 457 GARDEN CITY PUBLIC SCHOOLS
 GARDEN CITY, KS, 67849

BC007458-4
 03/04/25

Attn:

Re: USD 457 ABE HUBERT FLOORING UPGRADES - ALTERNATE 2 LIBRARY/VOCAL ROOM

Carpet Tile

CPT1, J&J, 7025 Fiction II, Nexus, Color: 3345 Spine, 24X24

Material & Labor **\$28,780.25**

Resilient Cove Base

Johnsonite 4-1/2" Resilient Cove Base, Color: TBD
 Johnsonite Transitions As Needed

Material & Labor **\$3,612.29**

Floor Prep

Ardex MRF Skim Coat Patch 10 LB Bag

Material & Labor **\$2,458.81**

Demo of Existing Flooring

Take Up Carpet Flooring
 Take Up Resilient Base
 Disposal Of Demo Debris To GC Provided Dumpster

Labor Only **\$2,279.21**

Subtotal:	\$37,130.56
Tax Exempt:	\$0.00
Total:	\$37,130.56

- * 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

MEMORANDUM

TO: Board of Education
THRU: Dr. Mike Dominguez, Superintendent
FROM: Brandon Anderson, Director of Plant Facilities
DATE: 3/12/2025
RE: **Consider and Act on bids received for the Re-Roof job at Garfield Early Childhood Center.**

ISSUE & BACKGROUND:

The board approved moving forward with bidding out the Garfield Early Childhood Center roof replacement in an earlier meeting. Those bids were received and due on March 19th and to be able to move forward with this project this summer we will need to take action as soon as possible. Please find attached the bid for replacement of the old roof with an alternate bid to also replace the newer portion at the same time. With the money saving on the Bernadine Sitts roof job, I am hopeful bids will be favorable again and we could do the entire roof at one time this summer as Garfield is a logistics nightmare and tackling this and inconveniencing the campus only one time would be best.

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

ALTERNATIVES:

RECOMMENDATION:

Consider bids received and if possible, try and do the entire roof in one project. The original estimated for the re-roof of the old roof was budgeted and estimated to be around \$1,092,550. A more educated recommendation will be offered after bids are received.

FISCAL NOTE:

Sitts came in \$600,000 under budget so if needed we could dedicate this figure toward this roof job.

ATTACHMENTS:

GMCN Agreement
Garfield Re-Roof Drawings
Garfield Re-Roof Manual
GMCN Tabulation Sheet
Bids Received

**Bid Tabulations
Garfield Re-Roofing**

Bid Opening: March 19th 2025

Bid 2025-13

<u>Vendor</u>	<u>Bid</u>	<u>Duration</u>
Diamond Roofing	<u>\$633,500.00</u>	<u> </u>
DV Douglass Roofing	<u>\$515,975.00</u>	<u> </u>
Meridian Roofing	<u>\$583,582.00</u>	<u> </u>
Weathercraft Roofing	<u>\$656,000.00</u>	<u> </u>

* **Bid did not meet specifications**

RECOMMENDATION: To accept the bid from DV Douglass in the amount of
\$515,975.00

Payment to be made from budgeted funds in account:
016 E 4700 21 0000 056 01 610- LRF Plan-Roofing

Bidders List Garfield Re-Roofing

Weathercraft Roofing

Vap Tatcher

tatcherv@wcohdgc.com

Diamond Roofing

Skyler Wissman

swissman@diamond-roofing.com

DV Douglass Roofing

Aaron Douglass

aaron@dvdouglassroofing.com

Meridian Roofing

Shawn Myers

shawn@meridianroof.com

BID OPENING:

March 19th, 2025

Bids and Quotations Garfield Re-Roofing

Bid Opening: March 19th, 2025

Bid 2025-13

Board Meeting: March 27th, 2025

1. Item, Material and/or Service that is being bid:

Demolition:

- Exist roof curb to be removed
- Exist roof overflow drain check to confirm drainpipe is securely connected to roof drain
- Remove existing roof membrane cover board and insulation down to deck, replace with
- Existing gas line to be disconnected and capped for future re-connection, set aside for Mech. Equipment raise if required for 8" min curb. If required mechanical contractor to
- Once re-roofing and flashing has been completed, mechanical contractor to install roof
- Existing roof hatch to remain
- Existing roof exhaust to remain
- Existing scupper and splash pan to be replaced
- Existing expansion joint

Roof Plan Notes:

- Expansion joint
- Exist roof overflow drain, check to confirm drainpipe is securely connected to roof drain
- Roof cricket ast mechanical unit, provide 1/2 min per foot slope
- Re-connect gas lines as required. Support on Miro Roller series supports or equal
- MECH. EQUIPMENT, RAISE IF REQ'D FOR 8" MIN CURB, REF , IF REQ'D MECHANICAL CONTRACTOR TO REMOVE ROOF TOP UNIT (DISCONNECT ANY PIPING / DUCTWORK , FOR FUTURE RE-CONNECTION) AND SET ASIDE FOR FUTURE RE-INSTALLATION. ONC AND FLASHING HAS BEEN COMPLETED, MECHANICAL CONTRACTOR TO INSTALL ROOF TOP UNIT AND SECURE PER MANUFACTURES INSTALLATION INSTRUCTIONS. RECONNECT TO EXISTING PIPING / DUCTWORK AS REQ'D
- Existing roof hatch
- New cupper and downspout with splash pan

2. Brief description of the item, material, or service listed above:

Demolition notes and Roof Plan notes

3. Period of time item, material or service bid will cover:

15+ years

4. Reason that the item, material or service is needed:

Re-Roofing

5. Department and person responsible for the expenditure of the budget:

Plant Facilities-Brandon Anderson

6. Line item and amount budgeted for this item:

Budgeted Amount-

016 E 4700 21 0000 056 01 610-\$1,100,000



Bid Tabulation for
Garfield Re-Roof
 USD #457 Garden City Schools
 Wednesday, March 19, 2025



	Diamond Dodge City, KS	DV Douglass Garden City, KS	Meridian Topeka, KS	Weathercraft Garden City, KS	
Base Bid	\$633,500.00	\$515,975.00	\$583,582.00	\$656,000.00	
Alternate Price					
A-1: Complete Replacement Area B	\$414,600.00	\$320,698.00	\$396,794.00	\$475,596.00	
A-2: Recover Area B	\$262,600.00	\$228,201.54	\$239,220.00	N/A	
Unit Prices					
U-1: Wood Blocking	10 LF	4 LF	10 LF	7.80 LF	
U-2: Metal Deck	25 SF	8.75 SF	25 SF	59 SF	
Subcontractors					
Plumbing Work	Tatro	Tatro	Tatro	Tatro	
HVAC Work	Tatro	Tatro	Tatro	Tatro	
Electrical Work	Davis	Tatro	N/A	Tatro	
Number of Addenda Received	Yes	Yes	Yes	Only Addendum #1	
Bid Bond	Yes	Yes	Yes	Yes	

GARFIELD RE-ROOF GARFIELD EARLY CHILDHOOD CARE CENTER UNIFIED SCHOOL DISTRICT #457

121 W. WALNUT ST. GARDEN CITY, KANSAS 67846

DRAWING SHEET INDEX

GENERAL
G101 COVER SHEET

ARCHITECTURAL DEMO
AD120 ROOF DEMO PLAN

ARCHITECTURAL
A120 ROOF PLAN
A121 DETAILS

DATA

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

ALTERNATES

1. ALTERNATE A-1: ROOF AREA B

ABBREVIATIONS

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

MATERIAL SYMBOLS

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

Building Section
 Wall Section
 Detail Section
 Exterior Elevation
 Interior Elevation detail #
 sheet #

VICINITY MAP

GARFIELD EARLY CHILDHOOD CARE CENTER



202501



GMCN
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www.gmcnarchitect.com

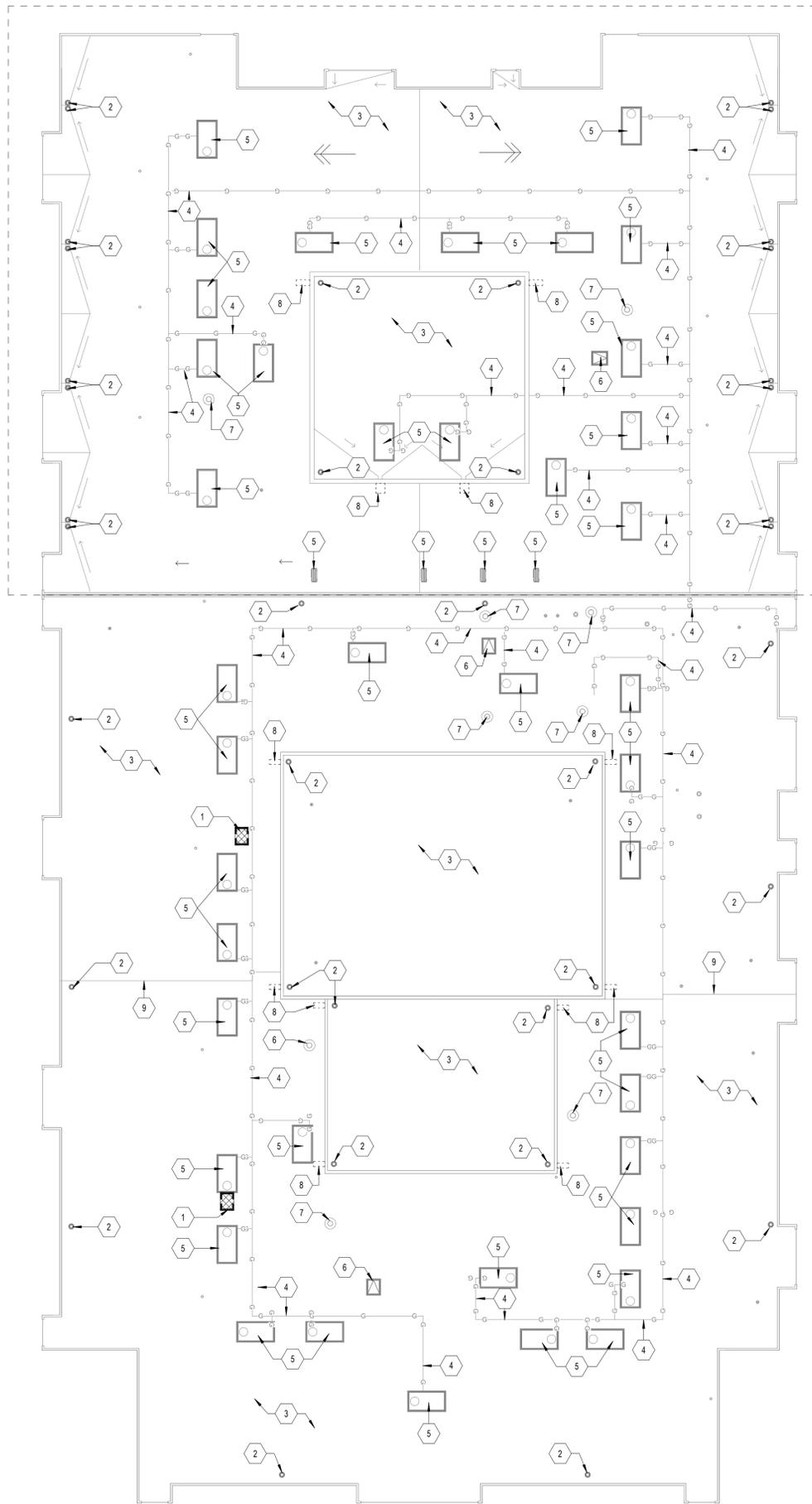
GARFIELD RE-ROOF
Unified School District #457
 121 W. WALNUT ST., GARDEN CITY, KANSAS 67846

ISSUE:
No Date Description

SHEET TITLE:
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DATE:
2025-02-26

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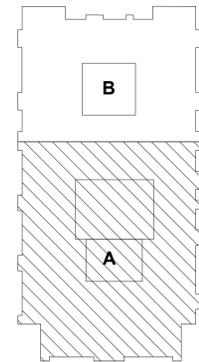
ALTERNATE A-1

DEMOLITION NOTES

- 1 EXIST. ROOF CURB TO BE REMOVED
- 2 EXIST. ROOF OVERFLOW DRAIN. CHECK TO CONFIRM DRAINPIPE IS SECURELY CONNECTED TO ROOF DRAIN AND FREE OF DEBRIS. REPAIR AS REQUIRED REF 3 / A121
- 3 REMOVE EXISTING ROOF MEMBRANE, COVER BOARD AND INSULATION DOWN TO DECK, REPLACE WITH NEW INSULATION, COVER BOARD AND TPO MEMBRANE.
- 4 EXISTING GAS LINE TO BE DISCONNECTED AND CAPPED FOR FUTURE RE-CONNECTION, SET ASIDE FOR FUTURE RE-INSTALLATION ONCE THE RE-ROOFING HAS BEEN COMPLETED. PLUMBER TO RECONNECT TO EXISTING AS REQUIRED (TYP. ALL LINES)
- 5 MECH. EQUIPMENT, RAISE IF REQ'D FOR 8" MIN CURB, REF 2 / A121, IF REQ'D MECHANICAL CONTRACTOR TO REMOVE ROOF TOP UNIT (DISCONNECT ANY PIPING / DUCTWORK AND CAP FOR FUTURE RE-CONNECTION) AND SET ASIDE FOR FUTURE RE-INSTALLATION. ONCE RE-ROOFING AND FLASHING HAS BEEN COMPLETED, MECHANICAL CONTRACTOR TO INSTALL ROOF TOP UNIT AND SECURE PER MANUFACTURES INSTALLATION INSTRUCTIONS. RECONNECT TO EXISTING PIPING / DUCTWORK AS REQ'D.
- 6 EXISTING ROOF HATCH TO REMAIN
- 7 EXISTING ROOF EXHAUST TO REMAIN
- 8 EXISTING SCUPPER AND SPLASH PAN TO BE REPLACED
- 9 EXISTING EXPANSION JOINT

ROOF PLAN DEMO LEGEND

- INDICATES SLOPED STRUCTURE
- INDICATES TAPERED INSULATION 1/2" / FT. U. N. O.
- TPO. ROOF SYSTEM OVER 1/2" COVER BOARD AND 3-1/2" FLAT POLYISO INSULATION.
- EXISTING ROOF CURB TO BE REMOVED REF 2/A121



ROOF DEMO PLAN

1/16" = 1'-0"



202501



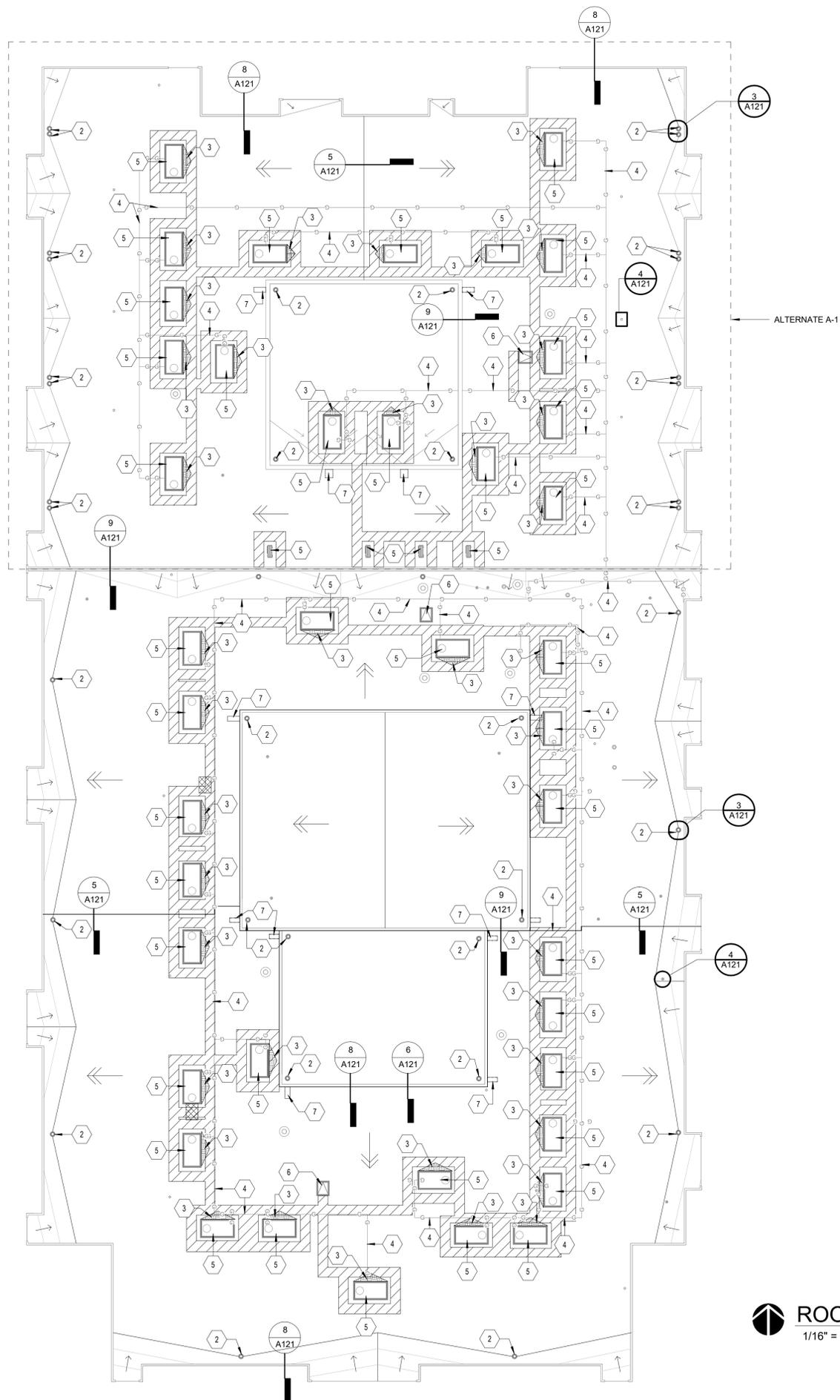
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ARCHITECTS • PLANNERS
115 E. LAUREL • GARDEN CITY, KANSAS 67846
www.gmcnarchitects.com

GARFIELD RE-ROOF
Unified School District #457
121 W. WALNUT ST., GARDEN CITY, KANSAS 67846

ISSUE:
No Date Description

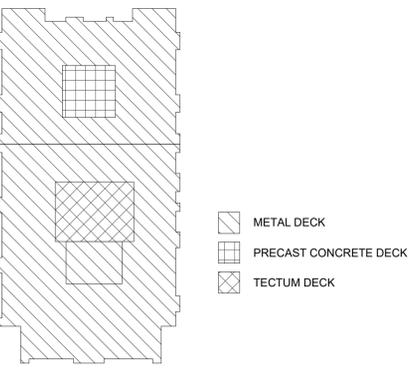
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ROOF DEMO PLAN
DATE:
2025-02-26

AD120

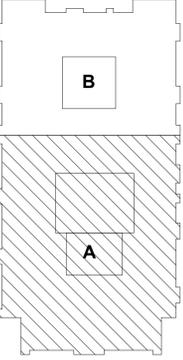


- ### ROOF PLAN NOTES
- 1 EXPANSION JOINT REF 5 / A121 OR 9 / A121
 - 2 EXIST. ROOF OVERFLOW DRAIN. CHECK TO CONFIRM DRAINPIPE IS SECURELY CONNECTED TO ROOF DRAIN AND FREE OF DEBRIS - REPAIR AS REQUIRED, PROVIDE NEW STRAINER AS REQUIRED 3 / A121
 - 3 ROOF CRICKET AT MECHANICAL UNIT. PROVIDE 1/2" MIN. PER FOOT SLOPE. (TYP.)
 - 4 RE-CONNECT GAS LINES AS REQUIRED (TYP. ALL LINES) SUPPORT ON MIRO ROLLER SERIES SUPPORTS OR EQUAL REF. 11 / A121
 - 5 EXST MECH. EQUIPMENT. RAISE IF REQ'D FOR 8" MIN CURB. REF 2 / A121. IF REQ'D MECHANICAL CONTRACTOR TO REMOVE ROOF TOP UNIT (DISCONNECT ANY PIPING / DUCTWORK AND CAP FOR FUTURE RE-CONNECTION) AND SET ASIDE FOR FUTURE RE-INSTALLATION. ONCE RE-ROOFING AND FLASHING HAS BEEN COMPLETED, MECHANICAL CONTRACTOR TO INSTALL ROOF TOP UNIT AND SECURE PER MANUFACTURES INSTALLATION INSTRUCTIONS. RECONNECT TO EXISTING PIPING / DUCTWORK AS REQ'D.
 - 6 EXISTING ROOF HATCH REF 10 / A121
 - 7 NEW SCUPPER & DOWNSPOUT WITH SPLASH PAN

- ### ROOF PLAN LEGEND
- INDICATES SLOPED STRUCTURE
 - INDICATES TAPERED INSULATION 1/2"/FT. U.N.O.
 - TPO. ROOF SYSTEM OVER 1/2" COVER BOARD AND 3-1/2" FLAT POLYISO INSULATION.
 - TAPERED POLYISO INSULATION, THICKNESS REQUIRED TO ACHIEVE 1/2"/FT. SLOPE
 - EXISTING ROOF CURB TO BE REMOVED REF 2/A121
 - ROOF WALKWAY PADS



KEY PLAN - DECK TYPES



KEY PLAN



202501

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GARFIELD RE-ROOF
Unified School District #457
121 W. WALNUT ST., GARDEN CITY, KANSAS 67846

ISSUE:
No Date Description

SHEET TITLE:
ROOF PLAN

DATE:
2025-02-26

A120



202501



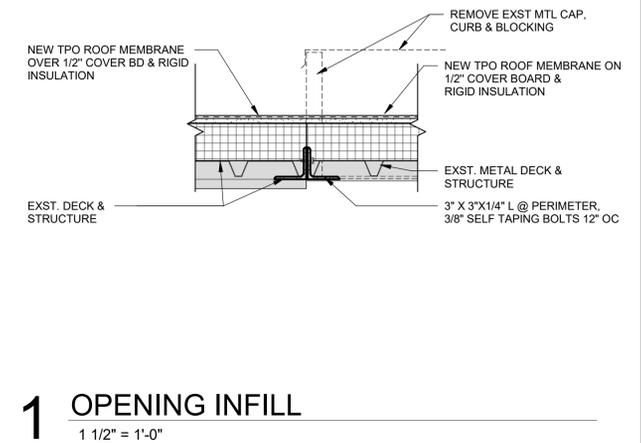
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GARFIELD RE-ROOF
Unified School District #457
121 W. WALNUT ST., GARDEN CITY, KANSAS 67846

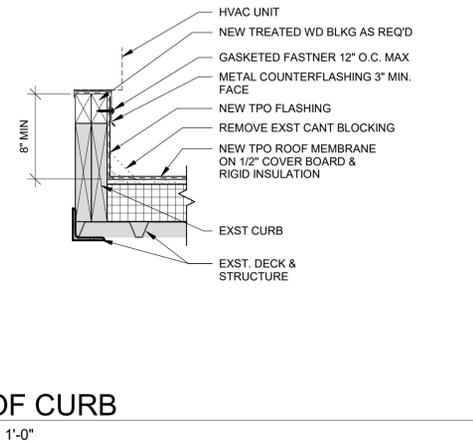
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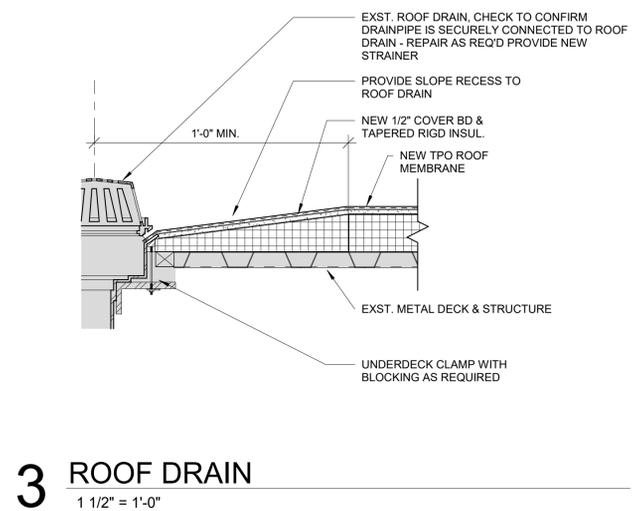
A121



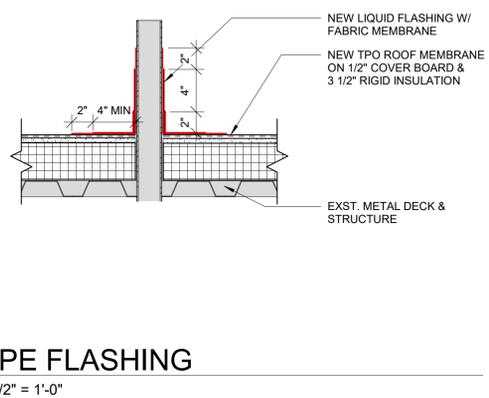
1 **OPENING INFILL**
1 1/2" = 1'-0"



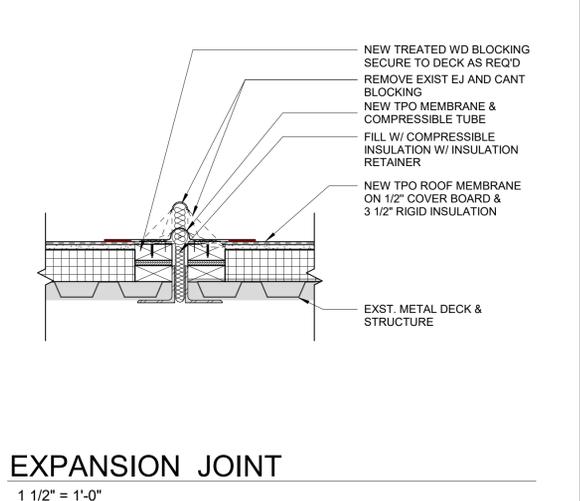
2 **ROOF CURB**
1 1/2" = 1'-0"



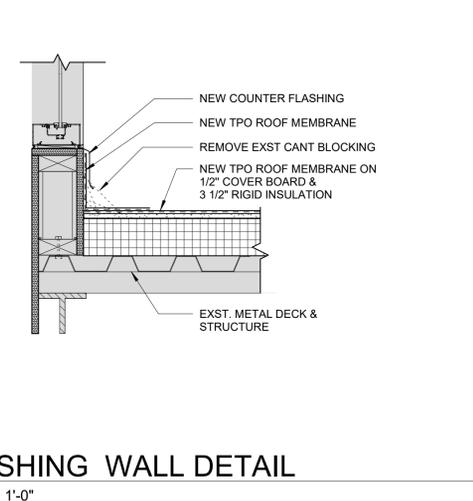
3 **ROOF DRAIN**
1 1/2" = 1'-0"



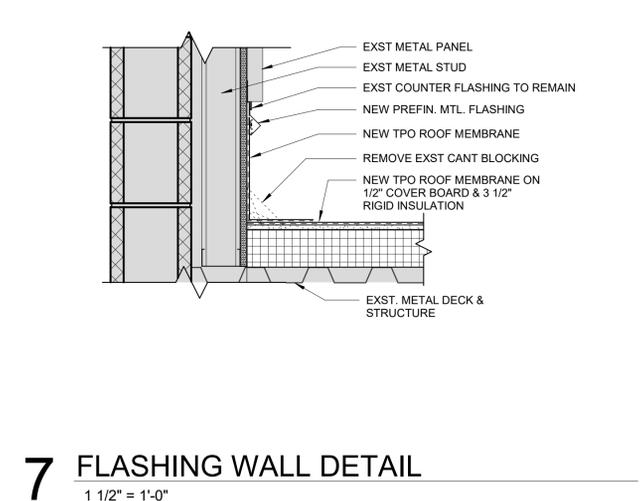
4 **PIPE FLASHING**
1 1/2" = 1'-0"



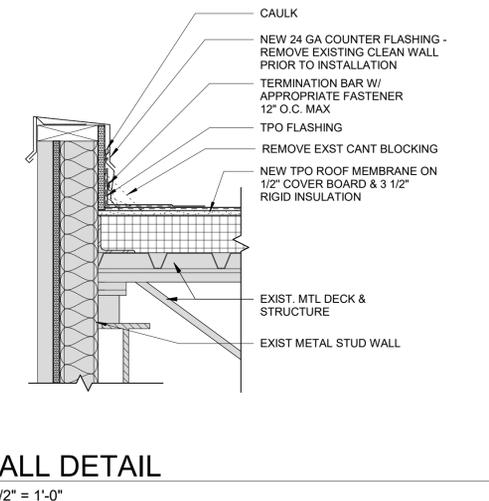
5 **EXPANSION JOINT**
1 1/2" = 1'-0"



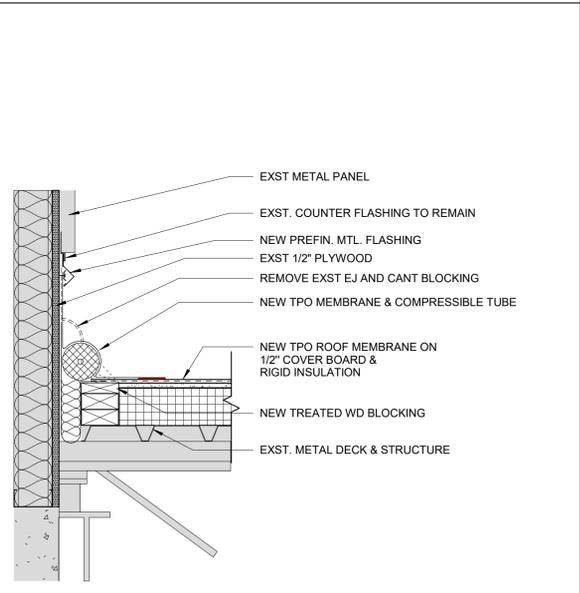
6 **FLASHING WALL DETAIL**
1 1/2" = 1'-0"



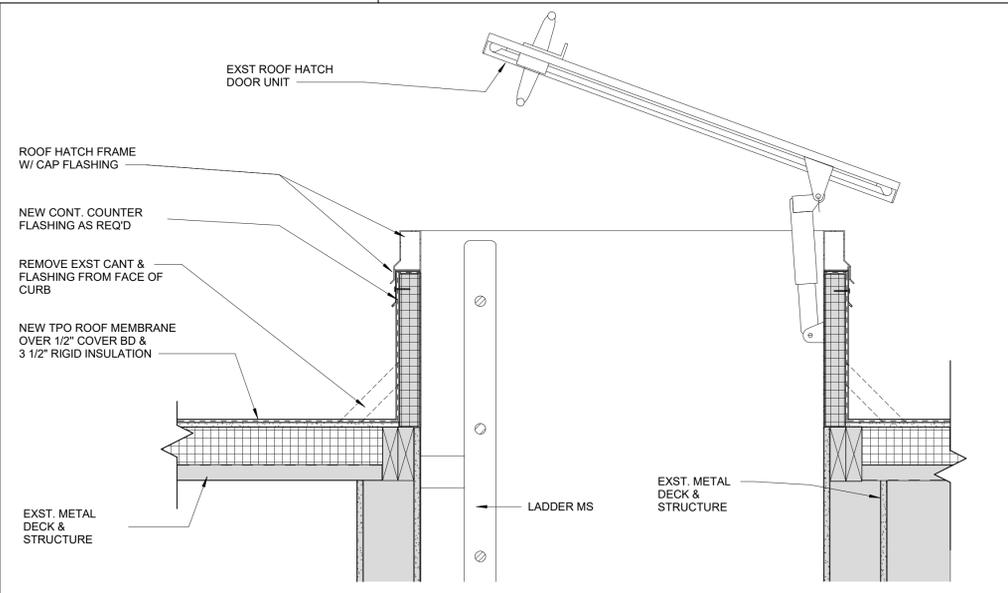
7 **FLASHING WALL DETAIL**
1 1/2" = 1'-0"



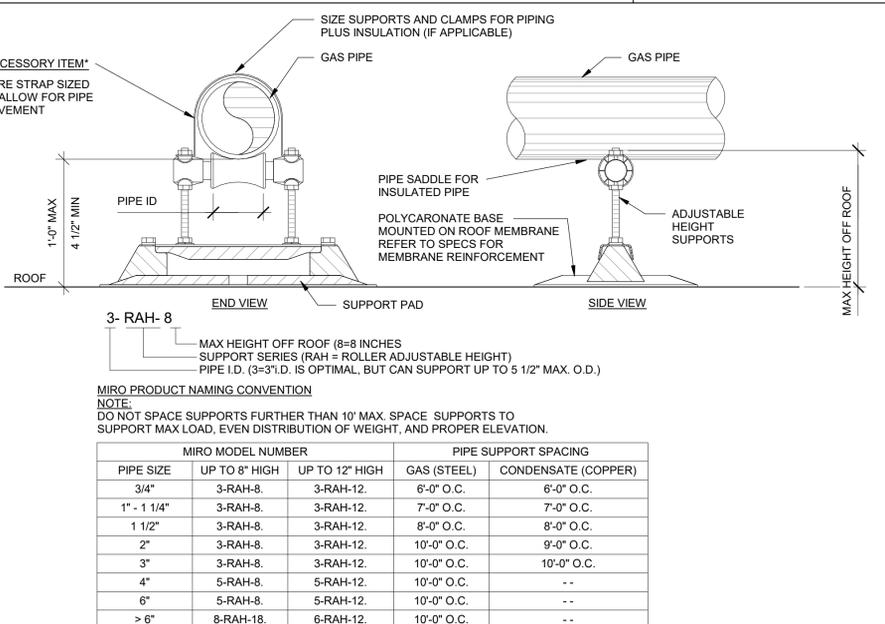
8 **WALL DETAIL**
1 1/2" = 1'-0"



9 **EXPANSION JOINT**
1 1/2" = 1'-0"



10 **ROOF HATCH DETAIL**
1 1/2" = 1'-0"



11 **PIPE SUPPORT DETAIL**
1 1/2" = 1'-0"

MIRO PRODUCT NAMING CONVENTION
NOTE:
DO NOT SPACE SUPPORTS FURTHER THAN 10' MAX. SPACE SUPPORTS TO SUPPORT MAX LOAD, EVEN DISTRIBUTION OF WEIGHT, AND PROPER ELEVATION.

PIPE SIZE	MIRO MODEL NUMBER		PIPE SUPPORT SPACING	
	UP TO 8" HIGH	UP TO 12" HIGH	GAS (STEEL)	CONDENSATE (COPPER)
3/4"	3-RAH-8	3-RAH-12	6'-0" O.C.	6'-0" O.C.
1" - 1 1/4"	3-RAH-8	3-RAH-12	7'-0" O.C.	7'-0" O.C.
1 1/2"	3-RAH-8	3-RAH-12	8'-0" O.C.	8'-0" O.C.
2"	3-RAH-8	3-RAH-12	10'-0" O.C.	9'-0" O.C.
3"	3-RAH-8	3-RAH-12	10'-0" O.C.	10'-0" O.C.
4"	5-RAH-8	5-RAH-12	10'-0" O.C.	--
6"	5-RAH-8	5-RAH-12	10'-0" O.C.	--
> 6"	8-RAH-18	6-RAH-12	10'-0" O.C.	--



GMCN Architects, Inc.
115 E. LAUREL ST ■ GARDEN CITY, KS 67846 ■ P: (620) 276-3244 ■ www.gmcnarchitects.com

GARFIELD RE-ROOF

GARFIELD EARLY CHILDHOOD CARE CENTER

GARDEN CITY SCHOOLS

UNIFIED SCHOOL DISTRICT #457

Project No. 202501
February 26, 2025

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	AIA A701-2018 INSTRUCTION TO BIDDERS
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00 50 00	CONTRACTING FORMS AND SUPPLEMENTS
00 52 00	AGREEMENT FORM
	AIA DOCUMENT A104-2017 STANDARD ABBREVIATED FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

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SECTION 00 01 01 - PROJECT TITLE PAGE

PROJECT MANUAL

USD 457 GARFIELD RE-ROOF

GARDEN CITY SCHOOLS USD #457

1205 FLEMING STREET

GARDEN CITY, KANSAS 67846



DATE: JANUARY 10, 2025

ARCHITECT PROJECT NO. 202501

PREPARED BY:

GMCN ARCHITECTS, INC.

115 EAST LAUREL STREET

GARDEN CITY, KANSAS 67846

PHONE: 620-276-3244

FAX: 620-276-6249

WEB SITE: WWW.GMCNARCHITECTS.COM

END OF SECTION 00 01 01

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SECTION 00 01 02 - PROJECT INFORMATION

PART 1 GENERAL

1.01 PROJECT IDENTIFICATION

- A. Project Name: USD 457 Garfield Re-Roof located at:
 - 1. 121 W Walnut St., Garden City, KS 67846
- B. The Owner, hereinafter referred to as Owner: Garden City Unified School District #457
- C. Owner's Rep: - Brandon Anderson, Facility Director, USD #457
 - 1. Phone: (940) 521-2301
 - 2. E-mail: banderson1@gckschools.com

1.02 PROJECT DESCRIPTION

- A. Summary Project Description:
 - 1. Garfield Early Childhood Care Center:
 - a. Project will consist of complete removal and replacement of existing roofing and insulation down to deck of portions of building as shown on drawings.

1.03 PROJECT CONSULTANTS

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

1.04 PROCUREMENT TIMETABLE

- A. Bid Due Date: March 19, 2025, before 2:00 p.m. local time.
- B. Required Construction Start: Not before May 26, 2025.
- C. Required Final Completion Date: August 5, 2025.
- D. The Owner reserves the right to change the schedule or terminate the entire procurement process at any time.

1.05 PROCUREMENT DOCUMENTS

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

1.06 BID SECURITY

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

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

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 00 01 02

SECTION 00 11 13 - ADVERTISEMENT FOR BIDS

PROJECT INFORMATION

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

- A. Project Identification: **USD 457 Garfield Re-Roof**
 - 1. Project Location:
 - a. Garfield Early Childhood Care Center, 121 W Walnut St., Garden City, Kansas 67846
- B. Owner: U.S.D. #457 Board of Education
 - 1. Owner's Representative:
 - a. **Brandon Anderson, Facility Director, USD #457**
 - b. **E-Mail**: banderson1@gckschools.com
 - c. **Phone**: (940) 521-2301
- C. Architect Representative: Clark Simpson, GMCN Architects, Inc., 115 East Laurel Street, Garden City, Kansas 67846, Phone 620-276-3244.
- D. Project Description:
 - 1. Project will consist complete removal and replacement of existing roofing and insulation down to deck of portions of building as shown on drawings.
- E. Construction Contract: Stipulated Sum Single Prime Contract Bids will be received for the Work.

1.02 BID SUBMITTAL AND OPENING

- A. Owner will receive sealed lump sum bids until the bid time and date at the location given below. Owner will consider bids prepared in compliance with the Instructions to Bidders issued by Owner, and delivered as follows:
 - 1. **Bid Date: March 19, 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

March 3 and March 14 to schedule a date and time to visit the site.

1.05 DOCUMENTS

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

1.06 TIME OF COMPLETION AND LIQUIDATED DAMAGES

- A. The successful bidder shall begin the Work on receipt of the Notice to Proceed and shall complete the Work within the Contract Time. **Work is subject to Liquidated Damages at the rate of \$250.00 per day.**
- B. It is the intent of the Owner to open the Bids on March 19, 2025. The Board of Education will hold a meeting on March 27, 2025 to discuss the Bids and to provide a recommendation at that time.
- C. **You will not be allowed to move on site before May 26, 2025 and the Completion Date for the Project shall be August 5, 2025.**

1.07 BIDDER'S QUALIFICATIONS

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

1.08 NOTIFICATION

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

END OF DOCUMENT 001113

SECTION 00 21 13 - INSTRUCTIONS TO BIDDERS

SUMMARY

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

END OF SECTION 00 21 13

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AIA® Document A701® – 2018

Instructions to Bidders

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

Garfield Re-Roof
121 W. Walnut St.
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

Number	Title	Date
<u>G101</u>	<u>COVER SHEET</u>	<u>2025-02-27</u>
<u>AD120</u>	<u>ROOF DEMO PLAN</u>	<u>2025-02-27</u>
<u>A120</u>	<u>ROOF PLAN</u>	<u>2025-02-27</u>
<u>02-27</u>	<u>ROOF DETAILS</u>	<u>2025-02-27</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 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 22 00</u>	<u>UNIT PRICES</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>06 10 53</u>	<u>MISCELLANEOUS ROUGH CARPENTRY</u>
<u>07 01 50.19</u>	<u>PREPARATION FOR RE-ROOFING</u>
<u>07 54 00</u>	<u>THERMOPLASTIC MEMBRANE ROOFING</u>
<u>07 62 00</u>	<u>SHEET METAL FLASHING AND TRIM</u>

.7 Addenda:

Number	Date	Pages
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.8 Other Exhibits:

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

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

The Sustainability Plan:

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

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.9 Other documents listed below:

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

ARTICLE 9 EXECUTION OF THE CONTRACT

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

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

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

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

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

BID INFORMATION

1.01 BIDDER: _____.

- A. Project Name: USD 457 Garfield Re-Roof
- B. Project Location:
 - 1. 121 W Walnut St., Garden City, Kansas.
- C. Owner: Garden City Unified School District #457 Board of Education.
- D. Architect: GMCN Architects, Inc.
- E. Architect Project Number: 202501

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 SUBCONTRACTORS AND SUPPLIERS

- A. The following companies shall execute subcontracts for the portions of the Work indicated:
 - 1. Plumbing Work: _____.
 - 2. HVAC Work: _____.
 - 3. Electrical Work: _____.

1.05 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.)

1.06 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 _____.

1.07 ALTERNATE BIDS

- A. **ALTERNATE BID NO. A-1**: Shall consist of all work at Area B:
1. _____ Dollars
(\$ _____).
 2. The Owner may not initially accept the cost of this Alternate Bid upon signing of the Contract. The Bidder shall honor the cost of this Proposal for a minimum of 30 days after the contract has been signed.

1.08 UNIT PRICES

- A. The following are Unit Prices for specific portions of the Work as listed:
- B. U-1 Removal and replacement of any unsuitable wood blocking with new blocking per Section 06100, including disposal off site.
1. \$ _____ Per LF.
- C. U-2: Provide and install additional Walkway Pads as directed by Owner or Architect.
- \$ _____ Per LF.

1.09 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.

1.10 BID SUPPLEMENTS

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

1.11 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.

1.12 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.: _____

1.13 (AFFIX CORPORATE SEAL HERE)

END OF DOCUMENT 004113

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SECTION 00 50 00 - CONTRACTING FORMS AND SUPPLEMENTS

PART 1 GENERAL

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

1.02 AGREEMENT AND CONDITIONS OF THE CONTRACT

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

1.03 FORMS

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

B. Post-Award Certificates and Other Forms:

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

C. Closeout Forms:

1. Certificate of Substantial Completion Form: AIA G704.

1.04 REFERENCE STANDARDS

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

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

C. AIA G703 - Continuation Sheet; 1992.

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

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 00 50 00

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SECTION 00 52 00 - AGREEMENT FORM

PART 1 GENERAL

1.01 FORM OF AGREEMENT

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

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 00 52 00

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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)

«Garfield Re-Roof »
«121 W. Walnut St. »
«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.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

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

EXHIBIT A DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE WORK OF THIS CONTRACT

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

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of this Agreement.

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.)

«May 26, 2025 »

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: «August 5, 2025 »

§ 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)
<u>U-1: Removal and replacement of any unsuitable wood blocking.</u>	<u>Lin. Ft.</u>	
<u>U-2: Removal and replacement of any unsuitable metal deck.</u>	<u>Sq. Ft.</u>	

§ 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

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
00 01 01	PROJECT TITLE PAGE
00 01 02	PROJECT INFORMATION
00 11 13	ADVERTISEMENT FOR BIDS
00 21 13	INSTRUCTIONS TO BIDDERS
	AIA A701-2018 INSTRUCTION TO BIDDERS
00 41 13	BID FORM – STIPULATED SUM (SINGLE-PRIME CONTRACT)
00 50 00	CONTRACTING FORMS AND SUPPLEMENTS
00 52 00	AGREEMENT FORM
	AIA DOCUMENT A104-2017 STANDARD ABBREVIATED FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR
01 10 00	SUMMARY
01 22 00	UNIT PRICES
01 23 00	ALTERNATES
01 25 00	SUBSTITUTION PROCEDURES
01 30 00	ADMINISTRATIVE REQUIREMENTS
01 40 00	QUALITY REQUIREMENTS
01 60 00	PRODUCT REQUIREMENTS
01 78 00	CLOSEOUT PROCEDURES
06 10 53	MISCELLANEOUS ROUGH CARPENTRY
07 01 50.19	PREPARATION FOR RE-ROOFING
07 54 00	THERMOPLASTIC MEMBRANE ROOFING
07 62 00	SHEET METAL FLASHING AND TRIM

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

<< >>

Number	Title	Date
G101	COVER SHEET	2025-02-27
AD120	ROOF DEMO PLAN	2025-02-27
A120	ROOF PLAN	2025-02-27
A121	ROOF DETAILS	2025-02-27

§ 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
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§ 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.)

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.

OWNER *(Signature)*

« »« »

(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 Garfield Re-Roof
- B. Owner's Name: Garden City Unified School District #457.
- C. Architect's Name: GMCN Architects, Inc..
- D. The Project consists of complete removal and replacement of existing roofing and insulation down to deck of portions of building as shown on drawings.

1.02 CONTRACT DESCRIPTION

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

1.03 DESCRIPTION OF ALTERATIONS WORK

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

1.04 OWNER OCCUPANCY

- A. Owner intends to continue to occupy the existing building during the entire construction period.
- B. Owner intends to occupy the Project upon Substantial Completion.
- C. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- D. Schedule the Work to accommodate Owner occupancy.

1.05 CONTRACTOR USE OF SITE

- A. Arrange use of site and premises to allow:
 - 1. Owner occupancy.
- B. Provide access to and from site as required by law and by Owner:
 - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
 - 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
- C. Utility Outages and Shutdown:
 - 1. Limit shutdown of utility services to four (4) hours at a time, arranged at least 24 hours in advance with Owner.
 - 2. Prevent accidental disruption of utility services to other facilities.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 10 00

SECTION 01 22 00 - UNIT PRICES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. List of unit prices, for use in preparing Bids.
- B. Measurement and payment criteria applicable to Work performed under a unit price payment method.

1.02 COSTS INCLUDED

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

1.03 UNIT QUANTITIES SPECIFIED

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

1.04 MEASUREMENT OF QUANTITIES

- A. Measurement methods delineated in the individual specification sections complement the criteria of this section. In the event of conflict, the requirements of the individual specification section govern.
- B. Take all measurements and compute quantities. Measurements and quantities will be verified by Architect.
- C. Assist by providing necessary equipment, workers, and survey personnel as required.
- D. Measurement by Area: Measured by square dimension using mean length and width or radius.
- E. Linear Measurement: Measured by linear dimension, at the item centerline or mean chord.
- F. Stipulated Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as a completed item or unit of the Work.

1.05 PAYMENT

- A. Payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities of Work that is incorporated in or made necessary by the Work and accepted by the Architect, multiplied by the unit price.
- B. Payment will not be made for any of the following:
 - 1. Products wasted or disposed of in a manner that is not acceptable.
 - 2. Products determined as unacceptable before or after placement.
 - 3. Products not completely unloaded from the transporting vehicle.
 - 4. Products placed beyond the lines and levels of the required Work.
 - 5. Products remaining on hand after completion of the Work.
 - 6. Loading, hauling, and disposing of rejected Products.

1.06 DEFECT ASSESSMENT

- A. Replace Work, or portions of the Work, not complying with specified requirements.
- B. If, in the opinion of Architect, it is not practical to remove and replace the Work, Architect will direct one of the following remedies:
 - 1. The defective Work may remain, but the unit price will be adjusted to a new unit price at the discretion of Architect.
 - 2. The defective Work will be partially repaired to the instructions of the Architect, and the unit price will be adjusted to a new unit price at the discretion of Architect.
- C. The individual specification sections may modify these options or may identify a specific formula or percentage price reduction.
- D. The authority of Architect to assess the defect and identify payment adjustment is final.

1.07 SCHEDULE OF UNIT PRICES

- A. Item: U-1: Removal and replacement of any unsuitable wood blocking with new blocking.; Section 06 10 00.
- B. Item: U-2: Removal and replacement of any unsuitable metal deck; Section 07 54 00.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 22 00

SECTION 01 23 00 - ALTERNATES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Description of Alternates.
- B. Procedures for pricing Alternates.
- C. Documentation of changes to Contract Sum and Contract Time.

1.02 ACCEPTANCE OF ALTERNATES

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in the Owner-Contractor Agreement.
- B. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.

1.03 SCHEDULE OF ALTERNATES

- A. Alternate No. A-1 - Roof Area B:
 - 1. Removal of existing roof membrane down to deck and replacement with new TPO roof system. See Drawings for detail information. All applicable Specification Divisions/Sections shall be included.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 23 00

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SECTION 01 25 00 - SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedural requirements for proposed substitutions.

1.02 DEFINITIONS

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

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

- A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
 - 2. Agrees to provide the same warranty for the substitution as for the specified product.
 - 3. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.
- C. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
 - 1. No specific form is required. Contractor's Substitution Request documentation must include the following:
 - a. Project Information:
 - 1) Official project name and number, and any additional required identifiers established in Contract Documents.
 - b. Substitution Request Information:
 - 1) Indication of whether the substitution is for cause or convenience.

- 2) Reference to particular Contract Document(s) specification section number, title, and article/paragraph(s).
 - 3) Description of Substitution.
 - 4) Reason why the specified item cannot be provided.
 - 5) Differences between proposed substitution and specified item.
 - 6) Description of how proposed substitution affects other parts of work.
- c. Attached Comparative Data: Provide point-by-point, side-by-side comparison addressing essential attributes specified, as appropriate and relevant for the item:
 - d. Impact of Substitution:
 - 1) Savings to Owner for accepting substitution.
 - 2) Change to Contract Time due to accepting substitution.
- D. Limit each request to a single proposed substitution item.

3.02 SUBSTITUTION PROCEDURES DURING CONSTRUCTION

- A. Submit request for Substitution for Cause within 14 days of discovery of need for substitution, but not later than 14 days prior to time required for review and approval by Architect, in order to stay on approved project schedule.
- B. Substitution for Convenience will not be considered.
- C. Substitutions will not be considered under one or more of the following circumstances:
 1. When they are indicated or implied on shop drawing or product data submittals, without having received prior approval.
 2. Without a separate written request.
 3. When acceptance will require revisions to Contract Documents.

3.03 CLOSEOUT ACTIVITIES

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

END OF SECTION 01 25 00

SECTION 01 30 00 - ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General administrative requirements.
- B. Number of copies of submittals.
- C. Requests for Interpretation (RFI) procedures.
- D. Submittal procedures.

1.02 GENERAL ADMINISTRATIVE REQUIREMENTS

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

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 REQUESTS FOR INTERPRETATION (RFI)

- A. Definition: A request seeking one of the following:
 - 1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in Contract Documents.
 - 2. A resolution to an issue which has arisen due to field conditions and affects design intent.
- B. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
 - 1. Prepare a separate RFI for each specific item.
 - a. Review, coordinate, and comment on requests originating with subcontractors and/or materials suppliers.
 - b. Do not forward requests which solely require internal coordination between subcontractors.
 - 2. Combine RFI and its attachments into a single electronic file. PDF format is preferred.
- C. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
 - 1. Include in each request Contractor's signature attesting to good faith effort to determine from Contract Documents information requiring interpretation.
- D. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
 - 1. Official Project name and number, and any additional required identifiers established in Contract Documents.
 - 2. Discrete and consecutive RFI number, and descriptive subject/title.

3. Issue date, and requested reply date.
 4. Reference to particular Contract Document(s) requiring additional information/interpretation. Identify pertinent drawing and detail number and/or specification section number, title, and paragraph(s).
 5. Annotations: Field dimensions and/or description of conditions which have engendered the request.
- E. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.

3.02 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 1. Product data.
 2. Shop drawings.
 3. Samples for selection.
 4. Samples for verification.
- B. Submit to Architect for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.
- C. Samples will be reviewed for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 78 00 - Closeout Submittals.

3.03 SUBMITTALS FOR PROJECT CLOSEOUT

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.
- C. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 01 78 00 - Closeout Submittals:
 1. Project record documents.
 2. Operation and maintenance data.
 3. Warranties.
 4. Bonds.
 5. Other types as indicated.
- D. Submit for Owner's benefit during and after project completion.

3.04 NUMBER OF COPIES OF SUBMITTALS

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
 1. After review, produce duplicates.
 2. Retained samples will not be returned to Contractor unless specifically so stated.

3.05 SUBMITTAL PROCEDURES

A. General Requirements:

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

B. Shop Drawing Procedures:

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

END OF SECTION 01 30 00

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SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Submittals.
- B. References and standards.
- C. Testing and inspection agencies and services.
- D. Control of installation.
- E. Defect Assessment.

1.02 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Test Reports: After each test/inspection, promptly submit two copies of report to Architect and to Contractor.
 - 1. Include:
 - a. Date issued.
 - b. Project title and number.
 - c. Name of inspector.
 - d. Date and time of sampling or inspection.
 - e. Identification of product and specifications section.
 - f. Location in the Project.
 - g. Type of test/inspection.
 - h. Date of test/inspection.
 - i. Results of test/inspection.
 - j. Compliance with Contract Documents.
 - k. When requested by Architect, provide interpretation of results.
 - 2. Test report submittals are for Architect's knowledge as contract administrator for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents, or for Owner's information.

1.03 REFERENCES AND STANDARDS

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Comply with reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- C. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Architect shall be altered from Contract Documents by mention or inference otherwise in any reference document.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.02 TESTING AND INSPECTION

- A. Testing Agency Duties:
 - 1. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
 - 2. Perform specified sampling and testing of products in accordance with specified standards.
 - 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 - 4. Promptly notify Architect and Contractor of observed irregularities or non-compliance of Work or products.
 - 5. Perform additional tests and inspections required by Architect.
 - 6. Submit reports of all tests/inspections specified.
- B. Limits on Testing/Inspection Agency Authority:
 - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 - 2. Agency may not approve or accept any portion of the Work.
 - 3. Agency may not assume any duties of Contractor.
 - 4. Agency has no authority to stop the Work.
- C. Contractor Responsibilities:
 - 1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
 - 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
 - 3. Provide incidental labor and facilities:
 - a. To provide access to Work to be tested/inspected.

- b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
- c. To facilitate tests/inspections.
- d. To provide storage and curing of test samples.
- 4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
- 5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- 6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- D. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by Architect.
- E. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.

3.03 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not complying with specified requirements.
- B. If, in the opinion of Architect, it is not practical to remove and replace the work, Architect will direct an appropriate remedy or adjust payment.

END OF SECTION 01 40 00

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SECTION 01 60 00 - PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General product requirements.
- B. Transportation, handling, storage and protection.
- C. Product option requirements.
- D. Substitution limitations.

1.02 SUBMITTALS

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

2.01 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by Contract Documents.
- B. Use of products having any of the following characteristics is not permitted:
 - 1. Made using or containing CFC's or HCFC's.
 - 2. Made of wood from newly cut old growth timber.
 - 3. Containing lead, cadmium, or asbestos.

2.02 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

PART 3 EXECUTION

3.01 SUBSTITUTION LIMITATIONS

- A. See Section 01 25 00 - Substitution Procedures.

3.02 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.03 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 01 74 19.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- G. Comply with manufacturer's warranty conditions, if any.
- H. Do not store products directly on the ground.
- I. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- J. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- K. Prevent contact with material that may cause corrosion, discoloration, or staining.

- L. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- M. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION 01 60 00

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SECTION 01 78 00 - CLOSEOUT PROCEDURES

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
- B. Substantial Completion procedures.
- C. Final completion procedures.
- D. Warranties.
- E. Final cleaning.
- F. Repair of the Work.

1.02 ACTION SUBMITTALS

- A. Product Data: For cleaning agents.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.03 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.

1.04 MAINTENANCE MATERIAL SUBMITTALS

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

1.05 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.

3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Complete final cleaning requirements.
 2. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for final completion.

1.06 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
1. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.07 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

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

- b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Page number.
- B. Submit list of incomplete items in the following format:
1. PDF electronic file. Architect will return annotated file.

1.08 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2 by 11-inch paper.
 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a type description of the product or installation, including the name of the product and the name, address, and telephone number of installer.
 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
 4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 PRODUCTS

2.01 MATERIALS

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

PART 3 EXECUTION

3.01 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental land antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and

maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Remove snow and ice to provide safe access to building.
 - f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - g. Leave Project clean and ready for occupancy.
- C. Construction Waste Disposal: Comply with waste disposal requirements in Section 017419 "Construction Waste Management and Disposal."

3.02 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restore, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
 - a. Do not paint over "UL" and other required labels and identification, including mechanical electrical nameplates. Remove paint applied to required labels and identification.
- C. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
- D. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 01 78 00 01 78 00

SECTION 06 10 53 - MISCELLANEOUS ROUGH CARPENTRY

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Roof-mounted curbs.
- B. Roofing nailers.
- C. Preservative treated wood materials.

1.02 REFERENCE STANDARDS

- A. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2016a.
- B. AWWA U1 - Use Category System: User Specification for Treated Wood; 2018.
- C. PS 20 - American Softwood Lumber Standard; 2015.

1.03 DELIVERY, STORAGE, AND HANDLING

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

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

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

2.02 DIMENSION LUMBER FOR CONCEALED APPLICATIONS

- A. Sizes: Nominal sizes as indicated on drawings, S4S.
- B. Moisture Content: S-dry or MC19.
- C. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
 - 1. Lumber: S4S, No.2 or Standard Grade.
 - 2. Boards: Standard or No.3.

2.03 ACCESSORIES

- A. Fasteners and Anchors:

1. Metal and Finish: Hot-dipped galvanized steel complying with ASTM A153/A153M for high humidity and preservative-treated wood locations, unfinished steel elsewhere.
2. Anchors: Expansion shield and lag bolt type for anchorage to solid masonry or concrete.

2.04 FACTORY WOOD TREATMENT

- A. Treated Lumber and Plywood: Comply with requirements of AWP A U1 - Use Category System for wood treatments determined by use categories, expected service conditions, and specific applications.
 1. Preservative-Treated Wood: Provide lumber and plywood marked or stamped by an ALSC-accredited testing agency, certifying level and type of treatment in accordance with AWP A standards.
- B. Preservative Treatment:
 1. Preservative Pressure Treatment of Lumber Above Grade: AWP A U1, Use Category UC3B, Commodity Specification A using waterborne preservative to 0.10 lb/cu ft retention.
 - a. Kiln dry lumber after treatment to maximum moisture content of 19 percent.
 - b. Treat lumber in contact with roofing, flashing, or waterproofing.
 - c. Treat lumber in contact with masonry or concrete.

PART 3 EXECUTION

3.01 INSTALLATION - GENERAL

- A. Select material sizes to minimize waste.
- B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including: shims, bracing, and blocking.
- C. Where treated wood is used on interior, provide temporary ventilation during and immediately after installation sufficient to remove indoor air contaminants.

3.02 BLOCKING, NAILERS, AND SUPPORTS

- A. Provide framing and blocking members as indicated or as required to support finishes, fixtures, specialty items, and trim.

3.03 ROOF-RELATED CARPENTRY

- A. Coordinate installation of roofing carpentry with deck construction, framing of roof openings, and roofing assembly installation.
- B. Provide wood curb at roof openings except where specifically indicated otherwise. Form corners by alternating lapping side members.

3.04 SITE APPLIED WOOD TREATMENT

- A. Apply preservative treatment compatible with factory applied treatment at site-sawn cuts, complying with manufacturer's instructions.
- B. Allow preservative to dry prior to erecting members.

END OF SECTION 06 10 53

SECTION 07 01 50.19 - PREPARATION FOR RE-ROOFING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Replacement of existing roofing system in preparation for new roofing system in designated areas as indicated on drawings.
- B. Removal of existing flashing and counterflashings.
- C. Temporary roofing protection.

1.02 PRICE AND PAYMENT PROCEDURES

- A. See Section 01 22 00 - Unit Prices, for additional unit price requirements.
 - 1. Provide the following work using the unit price method.
 - 2. Replacement of any unsuitable wood blocking.
 - a. Basis of Measurement: By lineal foot

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate with affected mechanical and electrical work associated with roof penetrations.
- B. Preinstallation Meeting: Convene one week before starting work of this section.
 - 1. Attendees:
 - a. Architect.
 - b. Contractor.
 - c. Owner.
 - 2. Meeting Agenda: Provide agenda to participants prior to meeting in preparation for discussions on the following:
 - a. Removal and installation schedule.
 - b. Necessary preparatory work.
 - c. Protection before, during, and after roofing system installation.
 - d. Removal of existing roofing system.
 - e. Installation of new roofing system.
- C. Schedule work to coincide with commencement of installation of new roofing system.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. See Section 01 74 19 - Construction Waste Management and Disposal for packaging waste requirements.
- B. Ensure storage and staging of materials does not exceed static and dynamic load-bearing capacities of roof decking.

1.05 FIELD CONDITIONS

- A. Existing Roofing System: Built-up asphalt and modified bituminous roofing.
- B. Do not remove existing roofing membrane when weather conditions threaten the integrity of building contents or intended continued occupancy.

- C. Maintain continuous temporary protection prior to and during installation of new roofing system.
- D. Owner will occupy building areas directly below re-roofing area.
 - 1. Do not disrupt Owner's operations or activities.
 - 2. Maintain access of Owner's personnel to corridors, existing walkways, and adjacent buildings.

PART 2 PRODUCTS

2.01 COMPONENTS

- A. See the following sections for additional information on components relating to this work:
 - 1. Recovering of existing roofing system in preparation for new roofing system in designated areas as indicated on drawings, see Section 07 54 00.
 - 2. Remove existing flashing and counterflashings in preparation for replacement of these materials as part of this work, see Section 07 62 00 for material requirements.

2.02 MATERIALS

- A. Patching Materials: Provide necessary materials in accordance with requirements of existing roofing system.
- B. Temporary Roofing Protection Materials:
 - 1. Contractor's responsibility to select appropriate materials for temporary protection of roofing areas as determined necessary for this work.
- C. Roofing Recover Materials:
 - 1. Contractor's responsibility to select appropriate materials for roofing re-cover as determined necessary for this work.

2.03 ACCESSORIES

- A. Fasteners: Type and size as required and compatible with existing and new roofing system to resist local wind uplift.
- B. Roof Vent Pipe Extension: Solid-wall PVC fitting consisting of pipe and splice sleeve inserts, configured for insertion and sealing to existing plumbing vent piping, sized to fit inside diameter of plumbing vent piping, enabling extension of piping to field-determined height to meet local building code requirements for plumbing vent pipe height above existing roof level.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing roof surface has been cleared of materials being removed from existing roofing system and ready for next phase of work as required.

3.02 PREPARATION

- A. Sweep roof surface clean of loose matter.
- B. Remove loose refuse and dispose of properly off-site.

3.03 MATERIAL REMOVAL

- A. Remove only existing roofing materials that can be replaced with new materials the same day.
- B. Fold up metal counter flashings to permit access to top edge of base flashings.
- C. Scrape roofing gravel from membrane surface.
- D. Remove damaged portions of roofing membrane, perimeter base flashings, flashings around roof protrusions, pitch pans and pockets.
- E. Cut and lay flat any membrane blisters.
- F. Remove damaged insulation and fasteners, cant strips, and blocking.
- G. Repair existing metal deck surface to provide smooth working surface for new roof system.

3.04 INSTALLATION

- A. Coordinate scope of this work with requirements for installation of new roofing system, see Section 07 54 00 for additional requirements.

3.05 PROTECTION

- A. Provide protection of existing roofing system that is not having work performed on it.
- B. Provide temporary protective sheeting over uncovered deck surfaces.
- C. Turn sheeting up and over parapets and curbing. Retain sheeting in position with weights.
- D. Provide for surface drainage from sheeting to existing drainage facilities.
- E. Do not permit traffic over unprotected or repaired deck surface.
- F. Install recover board over existing membrane.

3.06 SCHEDULES

- A. Existing Roofing Areas as Indicated: Remove existing perimeter flashings, base flashings, counter flashings, and vent stack flashings.
- B. Remove roof mounted mechanical equipment, electrical equipment, and reinstall it once roofing is completed.

END OF SECTION 07 01 50.19

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SECTION 07 54 00 - THERMOPLASTIC MEMBRANE ROOFING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Adhered system with thermoplastic roofing membrane.
- B. Insulation, flat and tapered.
- C. Flashings.
- D. Roofing stack boots, roofing expansion joints, and walkway pads.
- E. Roof Drains (Grate Replacement)

1.02 REFERENCE STANDARDS

- A. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2017.
- B. ASTM C1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board; 2023a.
- C. ASTM D6878/D6878M - Standard Specification for Thermoplastic Polyolefin-Based Sheet Roofing; 2021.
- D. FM DS 1-28 - Wind Design; 2015, with Editorial Revision (2024).

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Convene one week before starting work of this section.
 - 1. Review preparation and installation procedures and coordinating and scheduling required with related work.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data indicating membrane materials, flashing materials, insulation, surfacing, and fasteners.
- C. Shop Drawings: Submit drawings that indicate joint or termination detail conditions, conditions of interface with other materials, and setting plan for tapered insulation.
- D. Manufacturer's qualification statement.
- E. Installer's qualification statement.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section with minimum ten (10) years of documented experience.
- B. Installer Qualifications: Company specializing in performing the work of this section with at least five (5) years of documented experience and approved by manufacturer.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in manufacturer's original containers, dry and undamaged, with seals and labels intact, unless otherwise indicated.
- B. Store materials in weather protected environment, clear of ground and moisture.
- C. Ensure storage and staging of materials does not exceed static and dynamic load-bearing capacities of roof decking.
- D. Protect foam insulation from direct exposure to sunlight.

1.07 FIELD CONDITIONS

- A. Do not apply roofing membrane during unsuitable weather.
- B. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring.
- C. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed the same day.
- D. Schedule applications so that no partially completed sections of roof are left exposed at end of workday.

1.08 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals for additional warranty requirements.
- B. Provide No Dollar Limit Roofing System Guarantee
 - 1. Single-Source special guarantee includes roofing plies, base flashings, liquid applied flashing, roofing membrane accessories, granule surfaced roofing membrane, roof insulation, fasteners, cover board, and other single-source components of roofing system marketed by the manufacturer.
 - 2. Guarantee Period: 20 years from date of Substantial Completion.
- C. Installer's Guarantee: Submit roofing Installer's guarantee, signed by Installer, covering Work of this Section, including all components of roofing system, for the following guarantee period:
 - 1. Guarantee Period: Two years from date of Substantial Completion.
- D. Existing Guarantees: Guarantees on existing building elements should not be affected by scope of work.
 - 1. Installer is responsible for coordinating with building owner's representative to verify compliance.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Thermoplastic Polyolefin (TPO) Membrane Roofing Materials:
 - 1. Carlisle Roofing Systems, Inc: www.carlisle-syntec.com/#sle.
 - 2. Elevate: www.holcimelevate.com/#sle.
 - 3. GAF: www.gaf.com/#sle.
 - 4. GenFlex Roofing Systems, LLC: www.genflex.com/#sle.

5. Johns Manville: www.jm.com/#sle.
6. Versico Roofing Systems: www.versico.com/#sle.
7. Substitutions: See Section 01 60 00 - Product Requirements.

B. Insulation:

1. Carlisle SynTec Systems: www.carlisle-syntec.com/#sle.
2. Dow Chemical Company: www.dowbuildingsolutions.com/#sle.
3. GAF: www.gaf.com/#sle.
4. Hunter Panels: www.hunterpanels.com/#sle.
5. GenFlex: www.genflex.com
6. Versico Roofing Systems: www.versico.com/#sle.
7. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 ROOFING - UNBALLASTED APPLICATIONS

A. Thermoplastic Membrane Roofing: One ply membrane, fully adhered, over insulation.

1. Assembly is as follows for re-cover area:
 - a. Existing Metal Roof Deck
 - b. Existing Rigid Board Insulation
 - c. Existing Cover Board
 - d. Existing Mod-Bit Roof Membrane
 - e. New Cover Board where designated on the drawings
 - f. New TPO Roof Membrane
2. Assembly is as follow for replacement area:
 - a. Existing Metal Roof Deck
 - b. New Rigid Board Insulation
 - c. New Cover Board
 - d. New TPO Roof Membrane

B. Roofing Assembly Requirements:

1. Factory Mutual Classification: Class 1 and windstorm resistance of 1-90, in accordance with FM DS 1-28.

C. Acceptable Insulation Types - Tapered Application:

1. Tapered polyisocyanurate board.
2. Uniform thickness polyisocyanurate board covered with tapered polyisocyanurate board.

2.03 MEMBRANE ROOFING AND ASSOCIATED MATERIALS

A. Membrane Roofing Materials:

1. TPO: Thermoplastic polyolefin (TPO) complying with ASTM D6878/D6878M, with polyester weft inserted reinforcement and an 8 ounce polyester fleece backing and the following additional minimum characteristics:
 - a. Thickness: 60 mil, 0.060 inch, minimum.
 - b. Puncture Resistance: 390 lbf (1,735 N), minimum, when tested in accordance FTM 101C Method 2031.
 - c. Tear Strength: 120 lbf (534 N)
 - d. Acceptable Product: UltraPly TPO XR by Firestone.
2. Sheet Width: Factory fabricated into widest possible sheets.
3. Color: White.

B. Seaming Materials: As recommended by membrane manufacturer.

- C. Membrane Fasteners: As recommended and approved by membrane manufacturer.
- D. Flexible Flashing Material: Same material as membrane.
- E. Curb and Parapet Flashing: Same material as membrane, with encapsulated edge which eliminates need for seam sealing the flashing-to-roof splice; precut to 18 inches (457 mm) wide.
- F. Formable Flashing: Non-reinforced, flexible, heat weldable sheet, composed of thermoplastic polyolefin polymer and ethylene propylene rubber.
 - 1. Thickness: 0.060 inch (1.52 mm) plus/minus 10 percent.
 - 2. Tensile Strength: 1550 psi (10.7 MPa), minimum, when tested in accordance with ASTM D 638 after heat aging.
 - 3. Elongation at Break: 650 percent, minimum, when tested in accordance with ASTM D 638 after heat aging.
 - 4. Tearing Strength: 12 lbf (53 N), minimum, when tested in accordance with ASTM D 1004 after heat aging.
 - 5. Color: Same as field membrane.
 - 6. Acceptable Product: UltraPly TPO Flashing by Firestone.
- G. Tape Flashing: 5-1/2 inch (140 mm) nominal wide TPO membrane laminated to cured rubber polymer seaming tape, overall thickness 0.065 inch (1.6 mm) nominal; TPO QuickSeam Flashing by Firestone.
- H. Seam Plates: Steel with barbs and Galvalume coating; corrosion-resistance complying with FM 4470.
- I. Termination Bars: Aluminum bars with integral caulk ledge; 1.3 inches (33 mm) wide by 0.10 inch (2.5 mm) thick; Firestone Termination Bar by Firestone.
- J. Cut Edge Sealant: Synthetic rubber-based, for use where membrane reinforcement is exposed; UltraPly TPO Cut Edge Sealant by Firestone.
- K. General Purpose Sealant: EPDM-based, one part, white general purpose sealant; UltraPly TPO General Purpose Sealant by Firestone.
- L. Molded Flashing Accessories: Unreinforced TPO membrane pre-molded to suit a variety of flashing details, including pipe boots, inside corners, outside corners, etc.; UltraPly TPO Small and Large Pipe Flashing by Firestone.
- M. Yellow Safety Strip: To designate areas of caution on the roof or around rooftop objects. 5.5 inches wide (140 mm) by 100 feet long (30 m) strip and nominal 30 mil (0.76 mm) thick yellow TPO membrane laminated to a white, cured, seam tape. Compatible with TPO and EPDM; QuickSeam Yellow Safety Strip by Firestone.

2.04 ROOF DECK

- A. To be used if existing roof deck is unsuitable and needs to be replaced by unit price.
- B. Roof Deck: Non-composite type, fluted steel sheet:
 - 1. Galvanized Steel Sheet: ASTM A653/A653M, Structural Steel (SS) Grade 33/230, with G90/Z275 galvanized coating.
 - 2. Minimum Base Metal Thickness: 22 gauge, 0.0299 inch.
 - 3. Nominal Height: 1-1/2 inch.
 - 4. Side Joints: Lapped, mechanically fastened.
 - 5. End Joints: Lapped, mechanically fastened.

2.05 COVER BOARDS

- A. High Density Polyisocyanurate Cover Board: Non-combustible, water resistant high density, closed cell polyisocyanurate core with coated glass mat facers, complying with ASTM D 1623, and with the following additional characteristics:
1. Board Size: 48 by 96 inches.
 - a. Exception: Board to be attached using adhesive or asphalt may be no larger than 48 inches by 48 inches, nominal.
 2. Board Thickness: 1/2 inch.
 3. R-Value: 2.5 R based on ASTM tests C158 and C177.
 4. Surface Water Absorption: <3%, maximum, when tested in accordance with ASTM C 209.
 5. Compressive Strength: 120psi, when tested in accordance with ASTM 1621.
 6. Density: 5pcf, when tested in accordance with ASTM 1622.
 7. Factory Mutual approved for use with FM 1-60 and 1-90 rated roofing assemblies.
 8. Mold Growth Resistance: Passed, when tested in accordance with ASTM D 3273.
 9. Acceptable Product: ISOGARD HD Cover Board by Firestone

2.06 INSULATION

- A. Polyisocyanurate (ISO) Board Insulation: Rigid cellular foam, complying with ASTM C1289.
1. Classifications:
 - a. Type II: Faced with either cellulosic facers or glass fiber mat facers on both major surfaces of the core foam.
 - 1) Class 2 - Faced with coated polymer-bonded glass fiber mat facers on both major surfaces of core foam.
 - 2) Compressive Strength: Classes 1-2-3, Grade 2 - 20 psi (138 kPa), minimum.
 - 3) Thermal Resistance, R-value: At 1-1/2 inch thick; Class 2 - 8.0 (1.41) at 75 degrees F.
 2. Board Size: 48 by 48 inches.
 3. Tapered Board: Slope as indicated; minimum thickness 1/2 inch; fabricate of fewest layers possible.
 4. Tapered Board: Slope as indicated; fabricate of fewest layers possible.
 5. Attachment:
 - a. Metal Deck:
 - 1) Base Layer: Mechanical fastening
 - 2) Top Layer: Mechanical fastening or Low-rise polyurethane adhesive
 - b. Concrete Deck: Low-rise polyurethane adhesive.
 - c. Precast Concrete Deck: Low-rise polyurethane adhesive.
 - d. Gypsum Deck: Low-rise polyurethane adhesive.

2.07 ACCESSORIES

- A. Prefabricated Roofing Expansion Joint Flashing: Sheet butyl over closed-cell foam backing seamed to galvanized steel flanges.
- B. Stack Boots: Prefabricated flexible boot and collar for pipe stacks through membrane; same material as membrane.

- C. Insulation Joint Tape: Glass fiber reinforced type as recommended by insulation manufacturer, compatible with roofing materials; 6 inches wide; self adhering.
- D. Membrane Adhesive: As recommended by membrane manufacturer.
 - 1. At Contractor Option; TPO Membrane may be of the Self Adhering (SA) Type.
- E. Thinners and Cleaners: As recommended by adhesive manufacturer, compatible with membrane.
- F. Insulation Adhesive: As recommended by insulation manufacturer.
- G. Strip Reglet Devices: Galvanized steel, maximum possible lengths per location, with attachment flanges.
- H. Sealants: As recommended by membrane manufacturer.
- I. Roof Drains: Replace existing roof drain strainers per drawings. Existing drains bodies are to remain. Only replace the strainer. Product: Josam 2470 Series. www.josam.com.
- J. Walkway Pads: Suitable for maintenance traffic, contrasting color or otherwise visually distinctive from roof membrane.
 - 1. Composition: Roofing membrane manufacturer's standard.
 - 2. Surface Color: White or Yellow.
 - 3. Products:
 - a. Carlisle Roofing Systems, Inc.; Sure-Weld TPO Walkway Roll: www.carlisle-syntec.com.
 - b. Firestone; UltraPly TPO Walkway Pads: www.firestonebpc.com.
 - c. GAF; EverGuard TPO Walkway Roll: www.gaf.com
 - d. GenFlex Roofing Systems, LLC; TPO Walkway Pad: www.genflex.com
 - e. Johns Manville; JM TPO Safety Walkpad: www.jm.com
 - f. Substitutions: See Section 01 60 00 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces and site conditions are ready to receive work.
- B. Verify deck is supported and secure.
- C. Verify deck is clean and smooth, flat, free of depressions, waves, or projections, properly sloped and suitable for installation of roof system.
- D. Verify deck surfaces are dry and free of snow or ice.
- E. Verify that roof openings, curbs, and penetrations through roof are solidly set, and nailing strips and reglets are in place.

3.02 INSTALLATION, GENERAL

- A. Perform work in accordance with manufacturer's instructions applicable requirements.
- B. Do not apply roofing membrane during cold or wet weather conditions.
- C. Do not apply roofing membrane when ambient temperature is outside the temperature range recommended by manufacturer.
- D. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring.

- E. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed the same day.

3.03 INSULATION - UNDER MEMBRANE

- A. Attachment of Insulation at Replacement Area:
 - 1. Install insulation to deck in accordance with roofing manufacturer's instruction and FM DS 1-28 Factory Mutual requirements with attachment method(s) specified in PART 2, under INSULATION.
 - 2. Install only as much insulation as can be covered with the completed roofing system before the end of the day's work or before the onset of inclement weather.
 - 3. Lay roof insulation in courses parallel to roof edges.
- B. Cover Boards: Attach cover boards in accordance with roofing manufacturer's instructions and FM (AG) Factory Mutual requirements.
- C. Lay subsequent layers of insulation with joints staggered minimum 6 inches from joints of preceding layer.
- D. Place tapered insulation to the required slope pattern in accordance with manufacturer's instructions.
- E. Lay boards with edges in moderate contact without forcing. Cut insulation to fit neatly to perimeter blocking and around penetrations through roof.
- F. Tape joints of insulation in accordance with roofing and insulation manufacturers' instructions.
- G. Do not install more insulation than can be covered with membrane in same day.

3.04 INSTALLATION - MEMBRANE

- A. Roll out membrane, free from wrinkles or tears. Place sheet into place without stretching.
- B. Shingle joints on sloped substrate in direction of drainage.
- C. Fully Adhered Application: Apply adhesive to substrate at rate required by roofing manufacturer's instructions and FM (AG) Factory Mutual requirements. Fully embed membrane in adhesive except in areas directly over or within 3 inches of expansion joints. Fully adhere one roll before proceeding to adjacent rolls.
- D. Overlap edges and ends and seal seams by contact adhesive, minimum 3 inches. Seal permanently waterproof. Apply uniform bead of sealant to joint edge.
- E. At intersections with vertical surfaces:
 - 1. Extend membrane over cant strips and up a minimum of 6 inches onto vertical surfaces.
 - 2. Fully adhere flexible flashing over membrane and up to reglets.
 - 3. Insert flashing into reglets and secure.
- F. Around roof penetrations, seal flanges and flashings with flexible flashing.
- G. Install roofing expansion joints where indicated. Make joints watertight.
 - 1. Install prefabricated joint components in accordance with manufacturer's instructions.
- H. Coordinate installation of roof drains and sumps and related flashings.

3.05 FINISHING AND WALKWAY INSTALLATION

- A. Install walkways at access points to the roof, around rooftop equipment that may require maintenance, and where indicated on the drawings.
- B. Walkway Pads: Adhere to the roofing membrane, spacing each pad at minimum of 1.0 inch and maximum of 3.0 inches from each other to allow for drainage.
 - 1. If installation of walkway pads over field fabricated splices or within 6 inches of a splice edge cannot be avoided, adhere another layer of flashing over the splice and extending beyond the walkway pad a minimum of 6 inches on either side.
 - 2. Prime the membrane, remove the release paper on the pad, press in place, and walk on pad to ensure proper adhesion.

3.06 FIELD QUALITY CONTROL

- A. See Section 01 40 00 - Quality Requirements for additional requirements.
- B. Inspection by Manufacturer: Provide final inspection of the roofing system by a Technical Representative employed by roofing system manufacturer specifically to inspect installation for warranty purposes (i.e. not a sales person).
- C. Perform all corrections necessary for issuance of warranty.

3.07 CLEANING

- A. See Section 01 70 00 - Execution and Closeout Requirements for additional requirements.
- B. Remove bituminous markings from finished surfaces.
- C. In areas where finished surfaces are soiled by work of this section, consult manufacturer of surfaces for cleaning advice and comply with their documented instructions.
- D. Repair or replace defaced or damaged finishes caused by work of this section.

3.08 PROTECTION

- A. Protect installed roofing and flashings from construction operations.
- B. Where traffic must continue over finished roof membrane, protect surfaces using durable materials.

END OF SECTION 07 54 00

SECTION 07 62 00 - SHEET METAL FLASHING AND TRIM

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Fabricated sheet metal items, including flashings, counterflashings, gutters, and downspouts.
- B. Sealants for joints within sheet metal fabrications.
- C. Precast concrete splash pads.

1.02 REFERENCE STANDARDS

- A. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix); 2017a.
- B. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2017.
- C. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2018.
- D. ASTM D4586/D4586M - Standard Specification for Asphalt Roof Cement, Asbestos-Free; 2007 (Reapproved 2012).
- E. CDA A4050 - Copper in Architecture - Handbook; current edition.
- F. SMACNA (ASMM) - Architectural Sheet Metal Manual; 2012.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Shop Drawings: Indicate material profile, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details.

1.04 QUALITY ASSURANCE

- A. Perform work in accordance with SMACNA (ASMM) and CDA A4050 requirements and standard details, except as otherwise indicated.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Stack material to prevent twisting, bending, and abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- B. Prevent contact with materials that could cause discoloration or staining.

PART 2 PRODUCTS

2.01 SHEET MATERIALS

- A. Pre-Finished Galvanized Steel: ASTM A653/A653M, with G90/Z275 zinc coating; minimum 24-gauge, 0.0239-inch thick base metal, shop pre-coated with PVDF coating.

1. Polyvinylidene Fluoride (PVDF) Coating: Superior performing organic powder coating, AAMA 2605; multiple coat, thermally cured fluoropolymer finish system.
2. Color: As selected by Architect from manufacturer's full colors.

2.02 FABRICATION

- A. Form sections true to shape, accurate in size, square, and free from distortion or defects.
- B. Form pieces in longest possible lengths.
- C. Hem exposed edges on underside 1/2 inch; miter and seam corners.
- D. Form material with flat lock seams, except where otherwise indicated; at moving joints, use sealed lapped, bayonet-type or interlocking hooked seams.
- E. Fabricate corners from one piece with minimum 18-inch long legs; seam for rigidity, seal with sealant.
- F. Fabricate vertical faces with bottom edge formed outward 1/4 inch and hemmed to form drip.
- G. Fabricate flashings to allow toe to extend 2 inches over roofing gravel. Return and brake edges.

2.03 GUTTERS AND DOWNSPOUTS

- A. Gutters: Profile as indicated.
- B. Downspouts: Rectangular profile.
- C. Gutters and Downspouts: Size for rainfall intensity determined by a storm occurrence of 1 in 10 years in accordance with SMACNA (ASMM).
- D. Accessories: Profiled to suit gutters and downspouts.
 1. Anchorage Devices: In accordance with SMACNA (ASMM) requirements.
 2. Gutter Supports: Brackets.
 3. Downspout Supports: Brackets.
- E. Splash Pan: Pre-Finish 24 ga galvanized metal or manufacturers standard requirement at downspout outlets.
- F. Seal metal joints.

2.04 ACCESSORIES

- A. Primer Type: Zinc chromate.
- B. Concealed Sealants: Non-curing butyl sealant.
- C. Exposed Sealants: ASTM C920; elastomeric sealant, with minimum movement capability as recommended by manufacturer for substrates to be sealed; color to match adjacent material.
- D. Asphalt Roof Cement: ASTM D4586/D4586M, Type I, asbestos-free.
- E. Reglets: Surface mounted type, galvanized steel.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify roof openings, curbs, pipes, sleeves, ducts, and vents through roof are solidly set, reglets in place, and nailing strips located.
- B. Verify roofing termination and base flashings are in place, sealed, and secure.

3.02 PREPARATION

- A. Install starter and edge strips, and cleats before starting installation.
- B. Back paint concealed metal surfaces with protective backing paint to a minimum dry film thickness of 15 mil, 0.015 inch.

3.03 INSTALLATION

- A. Secure flashings in place using concealed fasteners, and use exposed fasteners only where permitted..
- B. Apply plastic cement compound between metal flashings and felt flashings.
- C. Fit flashings tight in place; make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- D. Secure gutters and downspouts in place with concealed fasteners.
- E. Slope gutters 1/4 inch per 10 feet, minimum.

END OF SECTION 07 62 00

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January 9, 2025

A/E Services Proposal

Mr. Brandon Anderson
USD 457 Garden City Schools
1205 Fleming Street
Garden City, KS 67846

Dear Brandon,

RE: Garfield Early Childhood Center Re-Roof Area A

On behalf of GMCN, let me thank you for this opportunity to offer you a proposal for the project referenced above. This shall serve as a letter of agreement for architectural services as described below.

Project Scope

Partial re-roof of Garfield Early Childhood Center, 121 W Walnut St., Garden City, Kansas. I understand the scope of work is as follows:

Re-Roof:

- Approximately 33,107 s.f. +/-
- Tear off existing Built-Up Gravel Roofing – down to existing roof deck.
- Install new Polyisocyanurate roof insulation
- Install new 1/2" Cover-Board – Isogard HD Cover Board
- Install new TPO or Mod-Bit Roofing
- Sheet Metal – Pre-Finished 24 gauge – KYNAR 500 – coping cap and counterflashing where required

The construction budget has yet to be determined, however based on the information above and on past project experience and current market conditions I would anticipate an approximate construction budget for this project is between \$1,026,320 and \$1,092,550. The project will be design/bid/build.

Architect Services

GMCN will be contracted directly with USD 457 and therefore all communiqué shall be through USD 457. Any Contractors selected to perform this work and GMCN will be under separate contracts throughout the project and independent as to each other.

We propose to provide the following services:

- Basic Architectural Design Services for Re-Roofing
- Construction Administration

GMCN will provide the following construction documents;

- Roof Plan
- Roof Details
- Specifications

Services not provided

Services not provided include but are not limited to: analysis of Kansas Department of Health and Environment (KDHE) Stormwater Discharges associated with construction activity requirements, water retention calculations and/or plans, Civil Engineering, hazard materials survey, testing, and/or abatement, land/property survey, geotechnical services, furniture selection, equipment selection, and any other services not stated in "Architect

▪ Power in Design ▪

BA
2-4-25

January 9, 2025

Services". Compensation for additional services beyond the terms and conditions of this agreement shall be computed at Architect's then current hourly rate schedule.

Fee

The fee for the Architect Services stated above will be a fixed fee of **\$47,670.00** plus reimbursable expenses.

Reimbursable Expenses

Expense for mileage, meals, lodging, travel time, plots, reproductions, photography, postage, long distance telephone charges including faxes, shall be billed as a reimbursable expense. A multiple of 1.15 times the expenses incurred by the Architect shall be applied. We will endeavor to keep these expenses to a minimum.

Payment

Regular monthly payment shall be made based on the percentage of work completed by the Architect within 30 days of receipt of Architect's invoice. Amount unpaid 60 days after the invoice date shall bear a late payment fee of 1.5% per month (18% annually).

Hourly / Additional Services

Compensation for work done on an hourly basis and additional services beyond this proposal shall be computed at Architect's then current hourly rate schedule. GMCN's current hourly rate schedule is as follows:

Principal 1	\$140 / hr
Principal 2	\$120
Associate 1	\$105
Associate 2	\$95
Staff 1	\$85
Staff 2	\$75
Staff 3	\$65

Limitation of Liability & Indemnification

In recognition of the relative risks and benefits of the project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect to the Owner, Contractor, and all subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Architect and to all those named shall not exceed the Architect's total fee for services rendered on the project for which the claim(s) originate. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

The Owner agrees, to the fullest extent permitted by law, to indemnify and hold the Architect harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Contractor's negligent acts, errors or omissions and those of his or her subcontractors or consultants or anyone for who the Contractor is legally liable, and arising from the project that is the subject of this Agreement.

GMCN shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences of procedures or for safety precautions or programs in connection with the work, for the acts or omissions of the Owner, Contractor, its subcontractors or any other person performing any of the work, or for the failure of any of them to carry out the work in accordance with the construction documents.

Dispute Resolution

Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of GMCN's services, GMCN may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration. The Contractor and GMCN shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in

BA
2-4-25

January 9, 2025

accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable 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. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Wichita, Kansas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Qualifications

This proposal is offered with the following qualifications:

1. This proposal is offered to USD 457 exclusively.
2. Architectural fees are based on current project scope as outlined above. GMCN reserves the right to revise our fees if this scope or budget is modified.
3. This proposal is good for 30 days from the date of issuance.

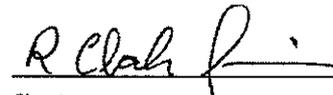
If this proposal is acceptable, please sign below. If terms and/or conditions of this proposal are not acceptable, please call me and we can discuss items that may need to be negotiated. GMCN will request a Purchase Order from USD 457 to bill towards.

We look forward to working with you. If you have any questions or require further information, please call. Thank you again!

Owner: **USD 457 Garden City Schools**

Architect: **GMCN Architects**





Signature

Signature

Print Name: Brandon Anderson

Print Name: R. Clark Simpson

Print Title: Director of Plant Facilities

Print Title: Senior Principal Architect

Date: 2-4-25

Date: 2025-01-09

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

BID INFORMATION

1.01 **BIDDER: Diamond Roofing**

- A. Project Name: USD 457 Garfield Re-Roof
- B. Project Location:
 - 1. 121 W Walnut St., Garden City, Kansas.
- C. Owner: Garden City Unified School District #457 Board of Education.
- D. Architect: GMCN Architects, Inc.
- E. Architect Project Number: 202501

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. Six hundred and thirty-three thousand, five hundred Dollars (\$633,500⁰⁰).

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 **SUBCONTRACTORS AND SUPPLIERS**

- A. The following companies shall execute subcontracts for the portions of the Work indicated:
 - 1. Plumbing Work: Tutor
 - 2. HVAC Work: Tutor
 - 3. Electrical Work: Davis

1.05 **TIME OF COMPLETION**

- A. If this Bid is accepted we will: 70 days

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

1.06 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
1. Addendum No. 1, dated 3/12/2025.
 2. Addendum No. 2, dated 3/13/2025.
 3. Addendum No. 3, dated _____.
 4. Addendum No. 4, dated _____.

1.07 ALTERNATE BIDS

- A. **ALTERNATE BID NO. A-1:** Shall consist of complete removal and replacement existing roofing system and all other work at Area B:
1. Four hundred and sixteen thousand, six hundred Dollars
(\$414,600).
 2. The Owner may not initially accept the cost of this Alternate Bid upon signing of the Contract. The Bidder shall honor the cost of this Proposal for a minimum of 30 days after the contract has been signed.
- B. **ALTERNATE BID NO. A-2:** Shall consist of the recovering of existing roof membrane and all other work at Area B:
1. Two hundred and sixty-two thousand, six hundred Dollars
(\$262,600).
 2. The Owner may not initially accept the cost of this Alternate Bid upon signing of the Contract. The Bidder shall honor the cost of this Proposal for a minimum of 30 days after the contract has been signed.

1.08 UNIT PRICES

- A. The following are Unit Prices for specific portions of the Work as listed:
- B. U-1 Removal and replacement of any unsuitable wood blocking with new blocking per Section 06100, including disposal off site.
1. \$ 10 Per LF.
- C. U-2 Removal and replacement of any unsuitable metal deck, including disposal off site.
1. \$ 25 Per SF.

1.09 CHANGES TO THE WORK

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

- 4. Subcontractor Work performed by other than his own forces:
O&P 5 % Not-to-Exceed 5%
- 5. Percentages for overhead and profit will not be allowed on bond premiums.

1.10 BID SUPPLEMENTS

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

1.11 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.

1.12 SUBMISSION OF BID

- A. Respectfully submitted this 19th day of March, 2025.
- B. Submitted By: Diamond Roofing
- C. (Name of bidding firm or corporation)
- D. Authorized Signature: Skylar Weissman
- E. (Handwritten signature)
- F. Signed By: Skylar Weissman
- G. (Type or print name)
- H. Title: Vice President
- I. (Owner/Partner/President/Vice President)
- J. Witness By: _____
- K. (Handwritten signature)
- L. Attest: Dianne Sheetz
- M. (Handwritten signature)
- N. Dianne Sheetz
- O. (Type or print name)
- P. Title: _____
- Q. (Corporate Secretary or Assistant Secretary)
- R. Street Address: 100 E. N. Ave Rd
- S. City, State, Zip Dodge City, KS 67601
- T. Phone: 620-225-2622
- U. License No.: 23-009860
- V. Federal ID No.: 48-0885612

1.13 (AFFIX CORPORATE SEAL HERE)

END OF DOCUMENT 004113



GRANITE RE, INC.

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Gwaltney LLC dba Diamond Roofing

100 E McArtor Rd., Dodge City, KS 67801

as principal, hereinafter called the Principal, and

Granite Re, Inc., 14001 Quailbrook Drive, Oklahoma City, OK 73134

a corporation duly organized under the laws of the State of Oklahoma as Surety, hereinafter called the Surety, are held and firmly bound unto Garden City USD 547

1205 Fleming St., Garden City, KS 67846

as Obligee, hereinafter called the Obligee, in the sum of

5 Percent of the Bid Amount, 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

Project: Garfield Early Childhood Center Re-Roof - TPO Roofing

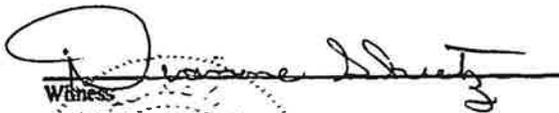
Bid Date: 03/19/2025

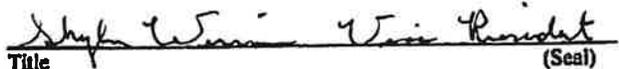
The conditions of this Bond are such that if the Obligee accepts the bid of the Principal within the time specified in the bid documents or within such time period as may be agreed to by the Obligee and Principal, and the Principal either (1) enters into a contract with the Obligee in accordance with 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 Obligee, 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 Obligee the difference, not to exceed the amount of this Bond, 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. The Surety hereby waives any notice of an agreement between the Obligee and Principal to extend the time in which the Obligee 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, and the Obligee and Principal shall obtain the Surety's consent for an extension beyond sixty (60) days.

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.

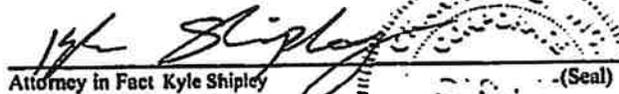
Signed and sealed this 18th day of March, 2025.

Gwaltney LLC dba Diamond Roofing


Witness


Title (Seal)

Granite Re, Inc.


Attorney in Fact Kyle Shipley (Seal)



ҚАЗАҚСТАН РЕСПУБЛИКАСЫНЫҢ
БІЛІМ ЖӘНЕ ҒЫЛЫМ МИНИСТРЛІГІ

ҚАЗАҚСТАН РЕСПУБЛИКАСЫНЫҢ БІЛІМ ЖӘНЕ ҒЫЛЫМ МИНИСТРЛІГІ

ҚАЗАҚСТАН РЕСПУБЛИКАСЫНЫҢ БІЛІМ ЖӘНЕ ҒЫЛЫМ МИНИСТРЛІГІ

ҚАЗАҚСТАН РЕСПУБЛИКАСЫНЫҢ БІЛІМ ЖӘНЕ ҒЫЛЫМ МИНИСТРЛІГІ

ҚАЗАҚСТАН РЕСПУБЛИКАСЫНЫҢ БІЛІМ ЖӘНЕ ҒЫЛЫМ МИНИСТРЛІГІ

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Laura O'Neal

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

Any and All Bonds

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

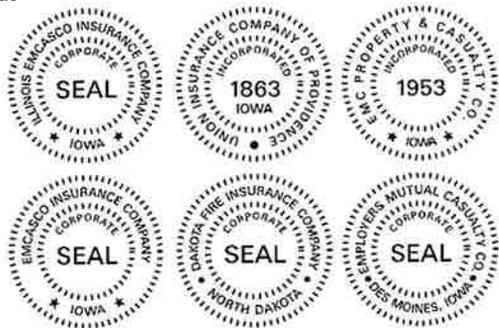
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September, 2022.

Seals



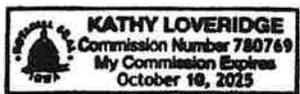
Scott R. Jean
 Scott R. Jean, President & CEO
 of Company 1; Chairman, President
 & CEO of Companies 2, 3, 4, 5 & 6

Todd Strother
 Todd Strother, Executive Vice President
 Chief Legal Officer & Secretary of
 Companies 1, 2, 3, 4, 5 & 6

On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

Kathy Loveridge
 Notary Public in and for the State of Iowa



CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 18th day of March, 2025.

183 *Ryan J. Springer* Vice President

**SURETY BOND ELECTRONIC SIGNATURE & SEAL ADDENDUM
EMPLOYERS MUTUAL CASUALTY COMPANY**

Employers Mutual Casualty Company ("EMCC") has authorized its Attorneys-in-Fact to utilize an electronic, facsimile, or digital signature (each an "Electronic Signature") to execute bonds on behalf of EMCC and has further authorized its Attorneys-in-Fact to attach the accompanying Seal Addendum to any such bonds.

EMCC hereby acknowledges and agrees that the attached bond executed by the Attorney-in-Fact on behalf of EMCC with an Electronic Signature shall have the same force and effect as if executed by the Attorney-in-Fact with a wet ink signature.

EMCC also hereby agrees that the seal contained on the accompany Seal Addendum shall be deemed affixed to the attached bond to the same extent as if EMCC's raised corporate seal was physically affixed to the fact of the bond.

Dated this 29th day of April, 2024.

Employers Mutual Casualty Company



By: 
Ryan J. Springer, Vice President

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

BID INFORMATION

1.01 BIDDER: DV. Douglass Roofing

- A. Project Name: USD 457 Garfield Re-Roof
- B. Project Location:
 - 1. 121 W Walnut St., Garden City, Kansas.
- C. Owner: Garden City Unified School District #457 Board of Education.
- D. Architect: GMCN Architects, Inc.
- E. Architect Project Number: 202501

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 (\$ 515,975.⁰⁰).

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 SUBCONTRACTORS AND SUPPLIERS

- A. The following companies shall execute subcontracts for the portions of the Work indicated:
 - 1. Plumbing Work: TATRO Plumbing
 - 2. HVAC Work: TATRO Plumbing
 - 3. Electrical Work: TATRO Plumbing

1.05 TIME OF COMPLETION

- A. If this Bid is accepted we will:

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

1.06 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
1. Addendum No. 1, dated 03/13/2025.
 2. Addendum No. 2, dated 03/19/2025.
 3. Addendum No. 3, dated _____.
 4. Addendum No. 4, dated _____.

1.07 ALTERNATE BIDS

- A. ALTERNATE BID NO. A-1: Shall consist of complete removal and replacement existing roofing system and all other work at Area B:
1. _____ Dollars
(\$320,698.00).
 2. The Owner may not initially accept the cost of this Alternate Bid upon signing of the Contract. The Bidder shall honor the cost of this Proposal for a minimum of 30 days after the contract has been signed.
- B. ALTERNATE BID NO. A-2: Shall consist of the recovering of existing roof membrane and all other work at Area B:
1. _____ Dollars
(\$228,201.54).
 2. The Owner may not initially accept the cost of this Alternate Bid upon signing of the Contract. The Bidder shall honor the cost of this Proposal for a minimum of 30 days after the contract has been signed.

1.08 UNIT PRICES

- A. The following are Unit Prices for specific portions of the Work as listed:
- B. U-1 Removal and replacement of any unsuitable wood blocking with new blocking per Section 06100, including disposal off site.
1. \$ 4.00 Per LF.
- C. U-2 Removal and replacement of any unsuitable metal deck, including disposal off site.
1. \$ 9.75 Per SF.

1.09 CHANGES TO THE WORK

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

- 4. Subcontractor Work performed by other than his own forces:
 - O&P 5 % Not-to-Exceed 5%
- 5. Percentages for overhead and profit will not be allowed on bond premiums.

1.10 BID SUPPLEMENTS

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

1.11 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.

1.12 SUBMISSION OF BID

- A. Respectfully submitted this 19 day of March, 2025.
- B. Submitted By: DU Douglass Roofing
- C. (Name of bidding firm or corporation)
- D. Authorized Signature: Arora Douglass
- E. (Handwritten signature)
- F. Signed By: Arora Douglass
- G. (Type or print name)
- H. Title: President
- 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: 1215 W Mary
- S. City, State, Zip Garden City Kansas 67846
- T. Phone: 620-276-7474
- U. License No.: _____
- V. Federal ID No.: 49-0865016



BID BOND

KNOWN ALL BY THESE PRESENTS, That we, Meridian Roofing Solutions LLC, as Principal, and Western National Mutual Insurance Company, as Surety, are held and firmly bound unto USD 457 Garden City Schools, as Obligee, in the sum of 5% of bid Dollars (5% of bid) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for Garfield Early Child Development- New TPO Roofing Systems and Sheet Metal ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this 18th day of March, 2025.

Meridian Roofing Solutions LLC
(Principal)

By: [Signature]

Western National Mutual Insurance Company

By: [Signature]
Alexis Ribordy, Attorney-in-Fact

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Western National Mutual Insurance Company, a Minnesota mutual insurance company, does make, constitute, and appoint: **Derek Rowe, Alexis Ribordy, Anne Wardner, Todd Coffman, Ryan Greenwood, Erin Lesser, Lisa M. Parkhurst, Kim Deever, Greg Fankhauser**

(Peoples Insurance Group - #9620)

Its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required) bond, undertakings recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, hazardous waste remediation bonds or black lung bonds)**, as follows:

All written instruments in an amount not to exceed an aggregate of Seven Million Five Hundred Thousand and 00/100 Dollars (\$7,500,000.00) for any single obligation, regardless of the number of instruments issued for the obligation.

and to bind Western National Mutual Insurance Company thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on September 28, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of Western National Mutual Insurance Company on September 28, 2010:

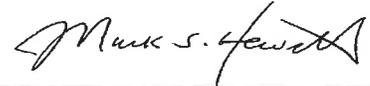
RESOLVED that the president, any vice president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

- RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
 - (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
 - (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the Company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. IN WITNESS WHEREOF, Western National Mutual Insurance Company has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 5th day of December, 2023.



Jennifer A. Young, Secretary



Mark S. Hewitt, Vice President, Surety

STATE OF MINNESOTA, COUNTY OF HENNEPIN

On this 5th day of December, 2023, personally came before me, Jennifer A. Young and Mark S. Hewitt and to me known to be the individuals and officers of the Western National Mutual Insurance Company who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally dispose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Deena Anjali Entrikin, Notary Public
My commission expires January 31, 2029

CERTIFICATE

I, the undersigned, Secretary of the Western National Mutual Insurance Company, a Minnesota corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



Signed and sealed at the City of Edina, MN this 18th day of March, 2025

Jennifer A. Young, Secretary

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

BID INFORMATION

1.01 BIDDER: Meridian Roofing Solutions

- A. Project Name: USD 457 Garfield Re-Roof
- B. Project Location:
 - 1. 121 W Walnut St., Garden City, Kansas.
- C. Owner: Garden City Unified School District #457 Board of Education.
- D. Architect: GMCN Architects, Inc.
- E. Architect Project Number: 202501

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. Five Hundred Eighty Three Thousand Five Hundred Eighty Two Dollars (\$ 583,582.00).

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 SUBCONTRACTORS AND SUPPLIERS

- A. The following companies shall execute subcontracts for the portions of the Work indicated:
 - 1. Plumbing Work: Tatro
 - 2. HVAC Work: Tatro
 - 3. Electrical Work: None

1.05 TIME OF COMPLETION

- A. If this Bid is accepted we will:

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

1.06 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
1. Addendum No. 1, dated 3/12/25.
 2. Addendum No. 2, dated 3/13/25.
 3. Addendum No. 3, dated N/A.
 4. Addendum No. 4, dated N/A.

1.07 ALTERNATE BIDS

- A. **ALTERNATE BID NO. A-1**: Shall consist of complete removal and replacemnt existing roofing system and all other work at Area B:
1. Three Hundred Ninety Six Thousand Seven Hundred Ninety Four Dollars (\$ 396,794.00).
 2. The Owner may not initially accept the cost of this Alternate Bid upon signing of the Contract. The Bidder shall honor the cost of this Proposal for a minimum of 30 days after the contract has been signed.
- B. **ALTERNATE BID NO. A-2**: Shall consist of the recovering of existing roof membrane and all other work at Area B:
1. Two Thirty Nine Thousand Two Hundred Twenty Dollars (\$ 239,220.00).
 2. The Owner may not initially accept the cost of this Alternate Bid upon signing of the Contract. The Bidder shall honor the cost of this Proposal for a minimum of 30 days after the contract has been signed.

1.08 UNIT PRICES

- A. The following are Unit Prices for specific portions of the Work as listed:
- B. U-1 Removal and replacement of any unsuitable wood blocking with new blocking per Section 06100, including disposal off site.
1. \$ 10.00 Per LF.
- C. U-2 Removal and replacement of any unsuitable metal deck, including disposal off site.
1. \$ 25.00 Per SF.

1.09 CHANGES TO THE WORK

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

- 4. Subcontractor Work performed by other than his own forces:
O&P 5 % Not-to-Exceed 5%
- 5. Percentages for overhead and profit will not be allowed on bond premiums.

1.10 BID SUPPLEMENTS

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

1.11 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.

1.12 SUBMISSION OF BID

- A. Respectfully submitted this 19th day of March, 2025.
- B. Submitted By: Meridian Roofing Solutions
- C. (Name of bidding firm or corporation)
- D. Authorized Signature: 
- E. (Handwritten signature)
- F. Signed By: Nathan Morris
- G. (Type or print name)
- H. Title: Coowner
- I. (Owner/Partner/President/Vice President)
- J. Witness By: 
- K. (Handwritten signature)
- L. Attest: 
- M. (Handwritten signature)
- N. SILVIA MEERS
- O. (Type or print name)
- P. Title: JD
- Q. (Corporate Secretary or Assistant Secretary)
- R. Street Address: 1275 SW Topeka Blvd
- S. City, State, Zip Topeka, KS 66612
- T. Phone: 785-215-6181
- U. License No.: 13-116686
- V. Federal ID No.: 46-1240808

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
WGB Companies Inc dba Weathercraft
Company of Garden City

PO Box 745
Garden City, KS 67846

OWNER:

(Name, legal status and address)
Unified School District 457 Garden City, KS
1205 Fleming St
Garden City, KS 67846

BOND AMOUNT: Five Percent of the Amount Bid (5%)

SURETY:

(Name, legal status and principal place
of business)

Universal Surety Company
P.O. Box 80468
Lincoln, NE 68501

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

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

PROJECT:

(Name, location or address, and Project number, if any)

USD 457 Garfield Re-roof

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

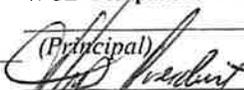
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 19th day of March, 2025


(Witness)


(Witness)

WGB Companies Inc dba Weathercraft Company of Garden City


(Principal) (Seal)

(Title),

Universal Surety Company

(Surety) (Seal)


(Title) James M. King, Attorney-in-Fact

UNIVERSAL SURETY COMPANY

Lincoln, Nebraska

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the **UNIVERSAL SURETY COMPANY**, a corporation of the State of Nebraska having its principal office in the City of Lincoln, Nebraska, pursuant to the following Bylaw, which was adopted by the Board of Directors of the said Company on July 23, 1981, to wit:

"Article V-Section 6. **RESIDENT OFFICERS AND ATTORNEYS-IN-FACT.** The President or any Vice President, acting with any Secretary or Assistant Secretary, shall have the authority to appoint Resident Vice Presidents and Attorneys-In-Fact, with the power and authority to sign, execute, acknowledge and deliver on its behalf, as Surety: Any and all undertakings of suretyship and to affix thereto the corporate seal of the corporation. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall also have the authority to remove and revoke the authority of any such appointee at any time."

James M. King or Tamala J. Hurlbut or Jacob J. Buss
or Thomas L. King, Lincoln, Nebraska or Seth Weedin, Gretna, Nebraska

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety:
Any and all undertakings of suretyship

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Lincoln, Nebraska, in their own persons.

The following Resolution was adopted at the Regular Meeting of the Board of Directors of the **UNIVERSAL SURETY COMPANY**, held on July 23, 1981:
"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Article V-Section 6 of the Company Bylaws: and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, **UNIVERSAL SURETY COMPANY** has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 11th day of June, 2024.

Carol J. Clark

UNIVERSAL SURETY COMPANY

Curt L. Hartter



State of Nebraska } Secretary/Treasurer
County of } ss. Lancaster
By

President

On this 11th day of June, 2024, before me personally came Curtis L. Hartter, to me known, who being by me duly sworn, did depose and say that (s)he resides in the County of Lancaster, State of Nebraska; that (s)he is the President of the **UNIVERSAL SURETY COMPANY**, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

Tara Martin



My Commission Expires February 16, 2026.

Notary Public

I, Philip C. Abel, Director of **UNIVERSAL SURETY COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said **UNIVERSAL SURETY COMPANY**, which is still in full force and effect.
Signed and sealed at the City of Lincoln, Nebraska this 19th day of March, 2025.

Philip C. Abel

Director



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

BID INFORMATION

1.01 BIDDER: Weathercraft Co Inc. dba Weathercraft Roofing of Garden City, KS

- A. Project Name: USD 457 Garfield Re-Roof
- B. Project Location:
 - 1. 121 W Walnut St., Garden City, Kansas.
- C. Owner: Garden City Unified School District #457 Board of Education.
- D. Architect: GMCN Architects, Inc.
- E. Architect Project Number: 202501

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. Six Hundred Fifty Six Thousand fifty five Dollars (\$ 656,000.00).

1.03 BID GUARANTEE

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

1.04 SUBCONTRACTORS AND SUPPLIERS

- A. The following companies shall execute subcontracts for the portions of the Work indicated:
 - 1. Plumbing Work: Tatro
 - 2. HVAC Work: Tatro
 - 3. Electrical Work: Tatro

1.05 TIME OF COMPLETION

- A. If this Bid is accepted we will:

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

1.06 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
1. Addendum No. 1, dated 3/12/25.
 2. Addendum No. 2, dated _____.
 3. Addendum No. 3, dated _____.
 4. Addendum No. 4, dated _____.

1.07 ALTERNATE BIDS

- A. ALTERNATE BID NO. A-1: Shall consist of all work at Area B:
1. Four hundred seventy five thousand five hundred and ninety six _____ Dollars
(\$ 475,596.00).
 2. The Owner may not initially accept the cost of this Alternate Bid upon signing of the Contract. The Bidder shall honor the cost of this Proposal for a minimum of 30 days after the contract has been signed.

1.08 UNIT PRICES

- A. The following are Unit Prices for specific portions of the Work as listed:
- B. U-1 Removal and replacement of any unsuitable wood blocking with new blocking per Section 06100, including disposal off site.
1. \$ 7.80 Per LF.
- C. U-2 Removal and replacement of any unsuitable metal deck, including disposal off site.
1. \$ 59.00 Per SF.

1.09 CHANGES TO THE WORK

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

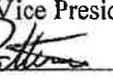
1.10 BID SUPPLEMENTS

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

1.11 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.

1.12 SUBMISSION OF BID

- A. Respectfully submitted this 19 day of March, 2025.
- B. Submitted By: Weathercraft Co Inc
- C. (Name of bidding firm or corporation)
- D. Authorized Signature:  _____
- E. (Handwritten signature)
- F. Signed By: Thatcher Vap
- 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: 807 East Fulton St
- S. City, State, Zip Garden City, KS 67846
- T. Phone: 620 275 4070
- U. License No.: 13-118363
- V. Federal ID No.: 470839637

1.13 (AFFIX CORPORATE SEAL HERE)

END OF DOCUMENT 004113

MEMORANDUM

TO: Board of Education
THRU: Dr. Mike Dominguez, Superintendent
FROM: Brandon Anderson, Director of Plant Facilities
DATE: 3/12/2025
RE: **Consider and Act on bids received for HVAC upgrades at Horace Good Middle School.**

ISSUE & BACKGROUND:

At an earlier meeting the board approved BGMCN to design and bid the needed upgrades to the locker rooms and athletic facilities area of Horace Good. During the design they partnered with TATRO and ICE Engineers to dial in a realistic number for bidding this project. We will see if the bids received reflect this extra effort. Bids for this project are due on March 19th. We had a pre-bid meeting on March 5th and had 2 bidders present.

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

ALTERNATIVES:

RECOMMENDATION:

Consider bids received for the HVAC Upgrades needed at Horace Good Middle School. A more precise recommendation will be made after bids are received and reviewed. We have estimated that this project should be around \$988,000.

FISCAL NOTE:

We only have \$803,125 budgeted in current LRF plan but with dialing back improvements at Plymell on their HVAC we would make up the difference and complete the needed work at Horace Good Middle School.

ATTACHMENTS:

GMCN Agreement
HG HVAC Upgrades Manual
HG HVAC Upgrades Drawings
GMCN Bid Tab Sheet
Bids Received

Proposal

December 30, 2024

Brandon Anderson
Director of Plant Facilities
Garden City Schools - USD 457
Garden City, KS 67846

Dear Brandon,

RE: HVAC Upgrades to Horace Good Middle School Locker Room Area

On behalf of GMCN, let me thank you for this opportunity to offer you a proposal for the project referenced above. This shall serve as a letter of agreement for architectural services as described below.

Project Scope

GMCN Hired ICE, Tatro and Wallace Electric to create scope of work and provide budget numbers for their appropriate scopes of the project. See attached scope of work from Integrated Consulting Engineers dated December 3, 2024. GMCN is budgeting all architectural aspects of this work such as roof cuts, new structure, roof repair and flashing, new ceilings, and closing of no longer needed roof openings.

Project Budget

Architectural: \$115,000
Mechanical: \$600,000
Electrical: \$145,000

Sub-Total: \$860,000
5% Contingency: \$ 43,000
Design Fees: \$ 85,000

Project Total: \$988,000

Notes:

1. Project is budgeted with heat only in athletic offices and training room. If Air conditioning is desired an addition of \$4,000 per room will be added for a ¾ ton hyper heat mini split. There are two offices and one training room. Total if A/C is desired is \$12,000.
2. Project is budgeted to abandon boilers in place. If owner wants boilers removed a cost of \$15,000 will be added to project.
3. Project is budgeted to remove AHU-3 (Air Handler that feeds current spaces in mezzanine above practice gym) If owner wants to abandon unit in place a deduct cost of \$10,000 will be reduced from the project.

Architect Services

GMCN will be contracted directly with USD 457 and therefore all communiqué shall be through USD 457. Any Contractors selected to perform this work and GMCN will be under separate contracts throughout the project and independent as to each other.

We propose to provide the following services:

- All Architectural, Structural, Mechanical and Electrical Bidding Documents
- Specifications
- Pre-Bid Meetings

▪ Power in Design ▪

BA
1-7-25

- Bidding
- Construction Administration

Fee

The fee for the Architect Services stated above will be a fixed fee of **\$85,000.00** plus reimbursable expenses.

Reimbursable Expenses

Expense for mileage, meals, lodging travel time, plots, reproductions, photography, postage, long distance telephone charges including faxes, shall be billed as a reimbursable expense. A multiple of 1.15 times the expenses incurred by the Architect shall be applied. We will endeavor to keep these expenses to a minimum.

Payment

Regular monthly payment shall be made based on the percentage of work completed by the Architect within 30 days of receipt of Architect's invoice. Amount unpaid 60 days after the invoice date shall bear a late payment fee of 1.5% per month (18% annually).

Hourly / Additional Services

Compensation for work done on an hourly basis and additional services beyond this proposal shall be computed at Architect's then current hourly rate schedule. GMCN's current hourly rate schedule is as follows:

Principal Architect	\$130 / hr
Senior Project Architect	\$120
Project Manager	\$95
Staff Architect	\$95
Interior Designer	\$80
Clerical	\$35

Limitation of Liability & Indemnification

In recognition of the relative risks and benefits of the project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect to the Owner, Contractor, and all subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Architect and to all those named shall not exceed the Architect's total fee for services rendered on the project for which the claim(s) originate. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

The Owner agrees, to the fullest extent permitted by law, to indemnify and hold the Architect harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Contractor's negligent acts, errors or omissions and those of his or her subcontractors or consultants or anyone for who the Contractor is legally liable, and arising from the project that is the subject of this Agreement.

GMCN shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences of procedures or for safety precautions or programs in connection with the work, for the acts or omissions of the Owner, Contractor, its subcontractors or any other person performing any of the work, or for the failure of any of them to carry out the work in accordance with the construction documents.

Dispute Resolution

Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of GMCN's services, GMCN may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration. The Contractor and GMCN shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in

BA
1-7-25



existing 47x12 supply ductwork serving space. Provide new return elbow (minimum 6'-0") with top opening to serve space.

3. Corridors and Commons area, including concession stand and restrooms: Provide new approximately 7.5-ton rooftop. Remove existing VAV unit serving common area. Modify and re-use existing ductwork as possible, adding new to serve restrooms.

SHEET M3 (August, 1980):

1. Computer Lab / Classroom: Provide and install new approximately 5-ton single-zone VAV rooftop unit and modify existing ductwork to serve this space. Remove existing cooling only unit and all associated ductwork, etc. in its entirety.
2. Varsity Locker Room: Install new approximately 10-ton rooftop unit. Re-use existing ductwork. Modify and install new ductwork to serve office grille as indicated on plan sheet.
 - a. Weight Room: Note: This plan does not accurately reflect this space – refer to reference floor plan for additional information. Install new approximately 7.5-ton single zone VAV rooftop unit and reconnect to existing ductwork.
3. Training Room: Provide and install four (4) infra-red ceiling heaters of 750-1,000 watts each, or approximately 4,000 watts of electric heat in the form of baseboard or wall heaters. ~~5-ton hyperheat mini-split~~
4. NW Locker Room: Install new approximately 4-ton rooftop unit and reconnect to existing ductwork.
5. NE Locker Room: Install new approximately 4-ton rooftop unit and reconnect to existing ductwork.
6. NW/NE Locker Room Offices: Install one (1) ceiling mount infra-red heater per office (two places). Option to provide baseboard electric heat if installation is simplified. ~~ton mini-split~~

SHEET M-3 (Nov. 9, 1961):

1. Boys & Girls Locker Rooms (under the bleachers): Intent is to install electric baseboard heat in areas/locations currently served by hydronic fin-tube. First choice is to remove existing radiation "shrouds"/covers, remove hydronic fin-tube, install new electric heater (approximately 300 watts/ft.) and re-install existing "shroud"/cover. Second choice would be to remove existing and replace with new "kid-proof" electric baseboard heater(s). The first choice is to be provided if UL listing of new electric heater can be maintained.

effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable 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. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Garden City, Kansas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Qualifications

This proposal is offered with the following qualifications:

1. This proposal is offered to USD 457 exclusively.
2. Design fees are based on current project scope as outlined above. GMCN reserves the right to revise our fees if this scope or budget is modified.
3. This proposal is good for 30 days from the date of issuance.

We look forward to working with you. If you have any questions or require further information, please call. Thank you again!

Sincerely,

GMCN ARCHITECTS

Owner: **USD #457 Garden City Schools**

Architect: **GMCN Architects, Inc.**



Signature



Signature

Print Name: Brandon Anderson
Print Title: Director of Plant Facilities

Print Name: Nick Nemecek
Print Title: President

Date: 1-7-25

Date: 12/30/2024

U.S.D. #457 – Horace Good Phase II

December 3, 2024

PRELIMINARY SCOPE OF WORK:

NOTE: Refer to plans included as a part of this package for additional notes and comments. Sheet numbers utilized below reference these plans.

GENERAL:

1. Replace all pneumatic controls in areas of work.
2. Remove all ductwork, VAV boxes, associated supports, etc. in areas of work. Where ductwork is not able to be removed due to inaccessible ceilings, etc. it shall be abandoned in place.
3. Fire-caulk all corridor penetrations, close all Fire Dampers not re-used as a part of the completed project.
4. All new systems shall be connected to existing building control system. Graphics and available points to monitor, trends, etc. shall be similar to that provided on similar equipment installed at facility.
5. Remove all hydronic piping and associated supports not re-used as a part of the completed project back to boiler room. This includes all piping serving existing boxes, baseboard, etc. Where piping is not able to be removed due to inaccessible ceilings, etc. it shall be abandoned in place.
6. Remove AHU on mezzanine in its entirety – this shall be budgeted as a separate line item.
7. Remove all equipment, piping, pumps, supports, etc. that are not re-used as a part of the completed project in the boiler room. The boiler may be abandoned in place after removal of piping, flues, etc.
8. Provide and install new gas piping on roof to feed and support all new equipment.
9. Structural support will be required for all new roof mounted equipment.

SHEET M3.2 (February 17, 1992):

1. RTU-6 serving rooms 109 and 110 shall be removed. Install two (2) new approximately 3-ton single zone VAV rooftop units to serve each room individually. Modify and re-use existing ductwork as possible.
2. Remove existing two (2) VAV units serving wrestling room E141 and associated ductwork to a point 1'-0" inside wrestling room. Remove return ductwork serving return grilles in East wall of wrestling room E141 – return grilles shall remain and fire/smoke dampers shall be closed. Provide and install new 12.5-ton rooftop unit and reconnect to

**Bidders List
HGMS HVAC**

Central Consolidated

Alex Gilmore

agilmore@centralconsolidated.net

Tatro Plumbing Co.

Rob Kreutzer

rob.kreutzer@TATRO.co

BID OPENING:

March 20th, 2025

**Bid Tabulations
HGMS HVAC**

Bid Opening: March 20th 2025

Bid 2025-12

<u>Vendor</u>	<u>Bid</u>	<u>Duration</u>
Central Consolidated	<u>\$899,750.00</u>	<u>74 days</u> Work completed by August 15 2025
Tatro Plumbing	<u>\$680,907.00</u>	

* **Bid did not meet specifications**

RECOMMENDATION: To accept the bid from Tatro Plumbing in the amount of \$680,907.00

Payment to be made from budgeted funds in account:
016 E 4700 21 0000 056 03 610

**Bids and Quotations
HGMS HVAC**

Bid Opening: March 20th, 2025

Bid 2025-12

Board Meeting: March 27th, 2025

1. Item, Material and/or Service that is being bid:

Please see the attached proposal for the scope of work that will be done.

2. Brief description of the item, material, or service listed above:

See list above

3. Period of time item, material or service bid will cover:

15+ years

4. Reason that the item, material or service is needed:

HVAC Replacement RTU's (Locker Rooms)

5. Department and person responsible for the expenditure of the budget:

Plant Facilities-Brandon Anderson

6. Line item and amount budgeted for this item:

Budgeted Amount-

016 E 4700 21 0000 056 03 610-\$1,000,000



Bid Tabulation for
 Horace Good M.S. Locker Room HVAC Upgrades
 USD #457 Garden City Schools

Wednesday, March 19, 2025



	Central Consolidated	Tatro
Base Bid	\$899,750.00	\$680,907.00
Alternate Price		
A-1: Boiler Room Demo	\$15,790.00	\$26,592.00
A-2: Air Handler Demo	\$17,520.00	\$27,987.00
A-3: Extra Exhaust Fans	\$11,910.00	\$9,342.00
Total Bid With Alternate		
Number of Calendar days to Complete Work	74 days	15-Aug-25
Number of Addenda Received	Yes	Yes
Bid Bond	Yes	Yes

LOCKER ROOM HVAC UPGRADES TO HORACE GOOD MIDDLE SCHOOL UNIFIED SCHOOL DISTRICT #457

1412 N. MAIN
GARDEN CITY, KANSAS 67846

DRAWING SHEET INDEX

GENERAL	ARCHITECTURAL	STRUCTURAL	MECHANICAL	ELECTRICAL
T1.1 COVER SHEET	A1.1 ROOF PLANS & DETAILS A2.1 CEILING DEMO PLAN A3.1 CEILING PLAN	S1.1 PARTIAL SCHEMATIC ROOF FRAMING PLAN S2.1 GENERAL STRUCTURAL NOTES AND DETAILS	MP0.1 MECHANICAL DESING CRITERIA MP1.1 MECHANICAL SCHEDULES MP2.1 MECHANICAL DETAILS MP3.1 MECHANICAL SPECIFICATIONS MP4.1 MECHANICAL CONTROLS MD0.1 OVERALL DEMOLITION PLAN MD1.1 HYDRONIC DEMOLITION PLAN MD1.2 HYDRONIC DEMOLITION PLAN MD1.3 HYDRONIC DEMOLITION PLAN MD2.1 HVAC DEMOLITION PLAN MD2.2 HVAC DEMOLITION PLAN M0.1 OVERALL MECHANICAL PLAN M1.1 MECHANICAL PLANS M1.2 MECHANICAL PLANS M2.1 MECHANICAL ROOF PLAN	E1.1 ELECTRICAL SCHEDULES E1.2 ELECTRICAL SCHEDULES E1.3 ELECTRICAL SPECIFICATIONS E1.4 ELECTRICAL SPECIFICATIONS E1.5 ELECTRICAL SPECIFICATIONS E2.0 OVERALL POWER PLAN E2.1 FLOOR PLAN POWER E2.2 LOCKER ROOM POWER PLAN E2.3 ROOF PLAN POWER E3.1 FLOOR PLAN LIGHTING ED2.0 OVERALL ELECTRICAL DEMO PLAN ED2.1 FLOOR PLAN ELECTRICAL DEMO ED2.2 LOCKER ROOM ELECTRICAL DEMO

DATA

1. LIST OF APPLICABLE CODES AND REGULATIONS

INTERNATIONAL BUILDING CODE (I.B.C.)	2018
INTERNATIONAL PLUMBING CODE	2018
INTERNATIONAL MECHANICAL CODE	2018
NATIONAL ELECTRICAL CODE	2017
INTERNATIONAL FIRE CODE	2018
NFPA 13	2016
AMERICANS WITH DISABILITIES ACT AND GUIDELINES	2010
PER SECTION 1007 & CHAPTER 11	

ALTERNATES

- ALTERNATE A-1: BOILER DEMO - BOILER ROOM 122
- ALTERNATE A-2: AIR HANDLER DEMO - MECH 203
- ALTERNATE A-3: EXHAUST FAN REPLACEMENT - VARSITY LOCKER ROOM 105, BOYS LOCKER ROOM 111, & GIRLS LOCKER ROOM 115

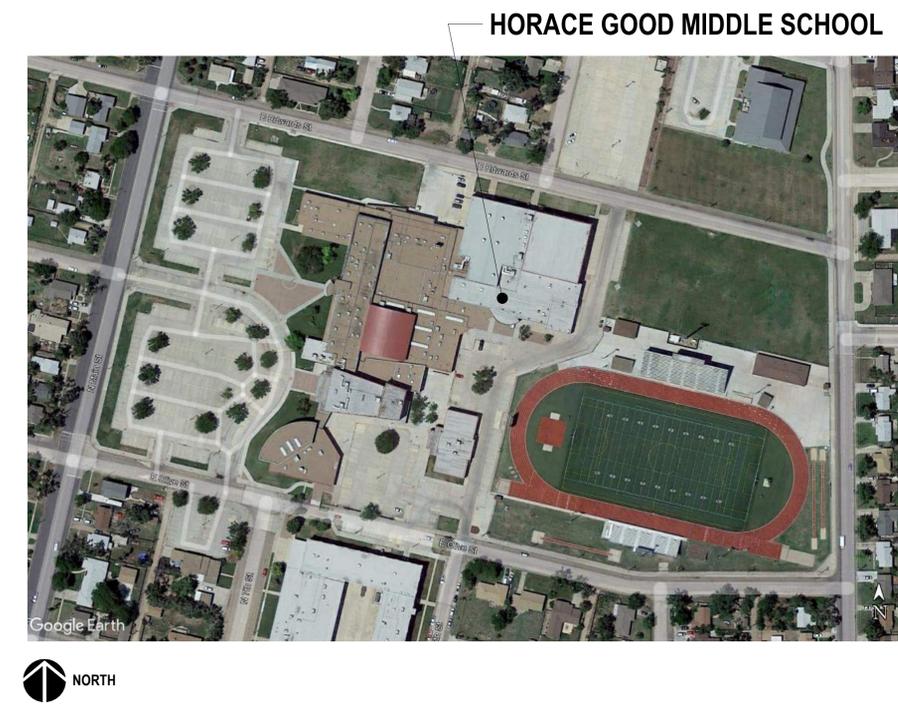
ABBREVIATIONS

ACOUS.	ACOUSTICAL	BD.	BOARD	CAB.	CABINET	DBL.	DOUBLE	GA.	GAUGE	O.A.	OVERALL	S.SK.	SERVICE SINK
A.D.	AREA DRAIN	B.F.F.	BELOW FINISH FLOOR	C.B.	CATCH BASIN	D.F.	DRINKING FOUNTAIN	GALV.	GALVANIZED	OBS.	OBSOLETE	STA.	STATION
A.F.C.	ABOVE FINISH CEILING	BITUM.	BITUMINOUS	C. & G.	CURB AND GUTTER	DET.	DETAIL	G.B.	GRAB BAR	O.C.	ON CENTER	STD.	STANDARD
A.F.F.	ABOVE FINISH FLOOR	BLDG.	BUILDING	CEM.	CEMENT	DIA.	DIAMETER	GL.	GLASS	O.D.	OUTSIDE DIAMETER	STL.	STEEL
ADJ.	ADJUSTABLE	BLK.	BLOCK	CER.	CERAMIC	DIM.	DIMENSION	GND.	GROUND	OFF.	OFFICE	STOR.	STORAGE
AGGR.	AGGREGATE	BLKG.	BLOCKING	C.I.	CAST IRON	DISP.	DISPENSER	GR.	GRADE	OPNG.	OPENING	STRUC.	STRUCTURAL
A.H.U.	AIR HANDLING UNIT	BM.	BEAM	C.J.	CONTROL JOINT	DR.	DOOR	GYP.	GYP. BOARD	OPP.	OPPOSITE	SUSP.	SUSPENDED
AL.	ALTERNATE	BOTT.	BOTTOM	CLG.	CEILING	DWR.	DRAWER	GWB.	GYP. WALL BOARD			S.V.	SHEET VINYL
ALT.	ALTERNATE	BTM.	BOTTOM	CLG.	CEILING	DS.	DOWNSPOUT	H.B.	HOSE BIBB	PRCST.	PRE-CAST	SYM.	SYMMETRICAL
APPROX.	APPROXIMATE	CAB.	CABINET	C.O.	CLEAR	D.S.P.	DRY STANDPIPE	H.C.	HOLLOW CORE	PL.	PLATE	T.B.	TOWEL BAR
ARCH.	ARCHITECTURAL	C.B.	CATCH BASIN	C.L.	CONCRETE MASONRY UNIT	D.W.G.	DRAWING	H.D.W.	HARDWOOD	P.LAM.	PLASTIC LAMINATE	T.C.	TOP OF CURB
ASB.	ASBESTOS	C. & G.	CURB AND GUTTER	C.M.U.	CONCRETE MASONRY UNIT	E.	EAST	H.M.	HOLLOW METAL	PLAS.	PLASTIC	TEL.	TELEPHONE
ASPH.	ASPHALT	CEM.	CEMENT	CONC.	CONCRETE	E.A.	EACH	HORIZ.	HORIZONTAL	PLYWD.	PLYWOOD	T.G.	TONGUE AND GROOVE
		CER.	CERAMIC	CONN.	CONNECTION	E.I.F.S.	EXTERIOR INSULATION FINISH SYSTEM	H.P.L.	HIGH PRESSURE LAMINATE	PR.	PAIR	TER.	TERRAZZO
		C.I.	CAST IRON	CONSTR.	CONSTRUCTION	E.J.	ELECTRICAL JOINT	HR.	HOUR	P.T.	POINT	THK.	THICK
		C.L.	CLEAR	CORR.	CORRIDOR	E.L.	ELEVATION	HT.	HEIGHT	P.T.D. / R.	PAPER TOWEL DISPENSER	T.P.	TOP OF PAVEMENT
		C.L.O.	CLOSET	CTSK.	COUNTERSUNK CENTER	ELEV.	ELEVATOR	I.D.	INSIDE DIAMETER (DIM)	COMB.	COMBINATION PAPER TOWEL DISPENSER & RECEPTACLE	T.P.D.	TOILET PAPER DISPENSER
		CLR.	CLEAR	CTR.	CENTER	EMER.	EMERGENCY	INSUL.	INSULATION	PART.	PARTITION	T.S.	TOP OF SLAB
		C.M.U.	CONCRETE MASONRY UNIT			ENCL.	ENCLOSURE	INT.	INTERIOR	PAPER TOWEL RECEPTACLE		T.V.	TELEVISION
		CONC.	CONCRETE			EQ.	ELECTRICAL PANELBOARD	JAN.	JANITOR	P.T.R.	PAPER TOWEL RECEPTACLE	T.W.	TOP OF WALL
		CONN.	CONNECTION			E.Q.	EQUAL	JOINT.	JOINT	Q.T.	QUARRY TILE	TYP.	TYPICAL
		CONSTR.	CONSTRUCTION			EQUIP.	EQUIPMENT	K.O.	KNOCK-OUT	R.	RADIUS	UNF.	UNFINISHED
		CORR.	CORRIDOR			EXST.	EXISTING	KNOC.	KNOCK-OUT	R.D.	ROUGH DRAIN	U.O.N.	UNLESS OTHERWISE NOTED
		CTSK.	COUNTERSUNK CENTER			EXPO.	EXPOSED	LAM.	LAMINATE	REF.	REFERENCE	UR.	URINAL
		CTR.	CENTER			EXP.	EXTERIOR	LAV.	LAVATORY	REFR.	REFRIGERATOR		
						EXT.	EXTERIOR	LKR.	LOCKER	REGTR.	REGISTER		
						F.A.	FIRE ALARM	L.L.	LOWER LEVEL	REIN.	REINFORCED		
						F.B.	FLAT BAR	LT.	LIGHT	REQD.	REQUIRED	V.C.T.	VINYL COMPOSITION TILE
						F.C.U.	FAN COIL UNIT	MANUF.	MANUFACTURER	RESIL.	RESILIENT	VERT.	VERTICAL
						F.D.	FLOOR DRAIN	M.F.	MANUFACTURER	RESIM.	RESILIENT	VEST.	VESTIBULE
						F.F.	FIRE EXTINGUISHER	MFR.	MANUFACTURER	R.O.	ROUGH OPENING		
						F.F.S.	FIRE FLOOR SEPARATIONS	MIR.	MIRROR	R.WD.	REDWOOD		
						F.H.C.	FIRE HOSE CABINET	MIN.	MINIMUM	R.W.L.	RAIN WATER LEADER		
						FIN.	FINISH	MISC.	MISCELLANEOUS	S.	SOUTH		
						FLR.	FLOOR	M.L.	MAIN LEVEL	S.C.D.	SOLID CORE		
						FLASH.	FLASHING	M.O.	MASSONRY OPENING	SCHED.	SCHEDULE		
						FLUOR.	FLUORESCENT	MSTRY.	MASONRY	S.D.	SOAP DISPENSER		
						F.O.C.	FACE OF CONCRETE	MTD.	MOUNTED	SECT.	SECTION		
						F.O.F.	FACE OF FINISH	MUL.	MULLION	SHF.	SHELF		
						F.O.S.	FACE OF STUDS	N.	NORTH	SHWR.	SHOWER		
						F.O.W.	FACE OF WALL	N.I.C.	NOT IN CONTRACT	SHT.	SHEET		
						FRF.	FIREPROOF	NO. OR #	NUMBER	SHV.	SHELVES		
						F.S.	FULL SIZE	NOM.	NOMINAL	SIM.	SIMILAR		
						FT.	FOOT OR FEET	N.T.S.	NOT TO SCALE	S.N.D.	SANITARY NAPKIN DISPENSER		
						FTG.	FOOTING			S.N.R.	SANITARY NAPKIN RECEPTACLE		
						FURR.	FURRING			SPEC.	SPECIFICATION		
						FUT.	FUTURE			SO.	SQUARE		
										S.S.	STAINLESS STEEL		

MATERIAL SYMBOLS

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

VACINITY MAP



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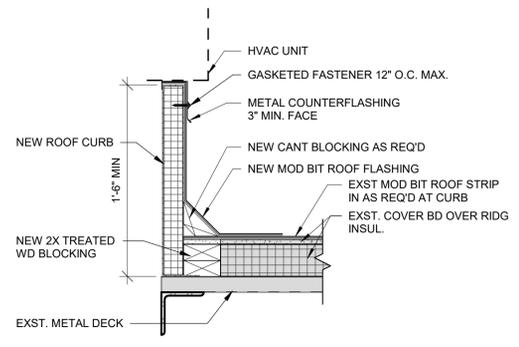
LOCKER ROOM HVAC UPGRADES TO
HORACE GOOD MIDDLE SCHOOL
1412 N. MAIN ST., GARDEN CITY, KANSAS 67846

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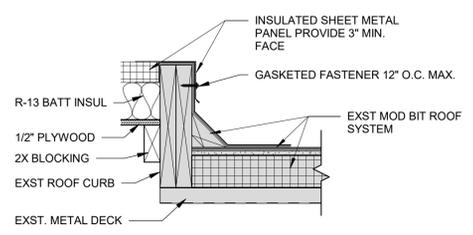
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2025-02-26

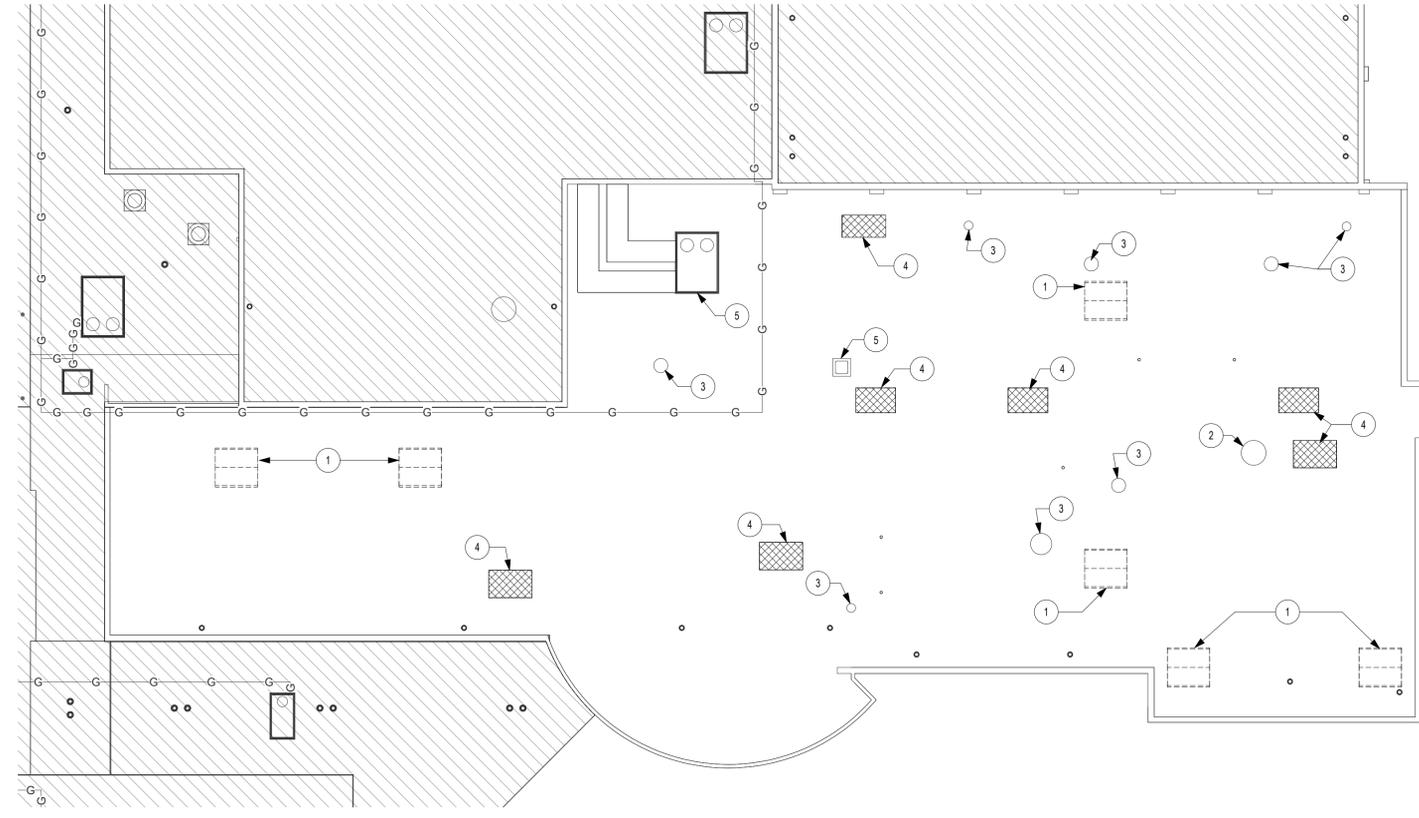
T1.1



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



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



DEMO ROOF PLAN
1/16" = 1'-0"



ROOF DEMOLITION NOTES

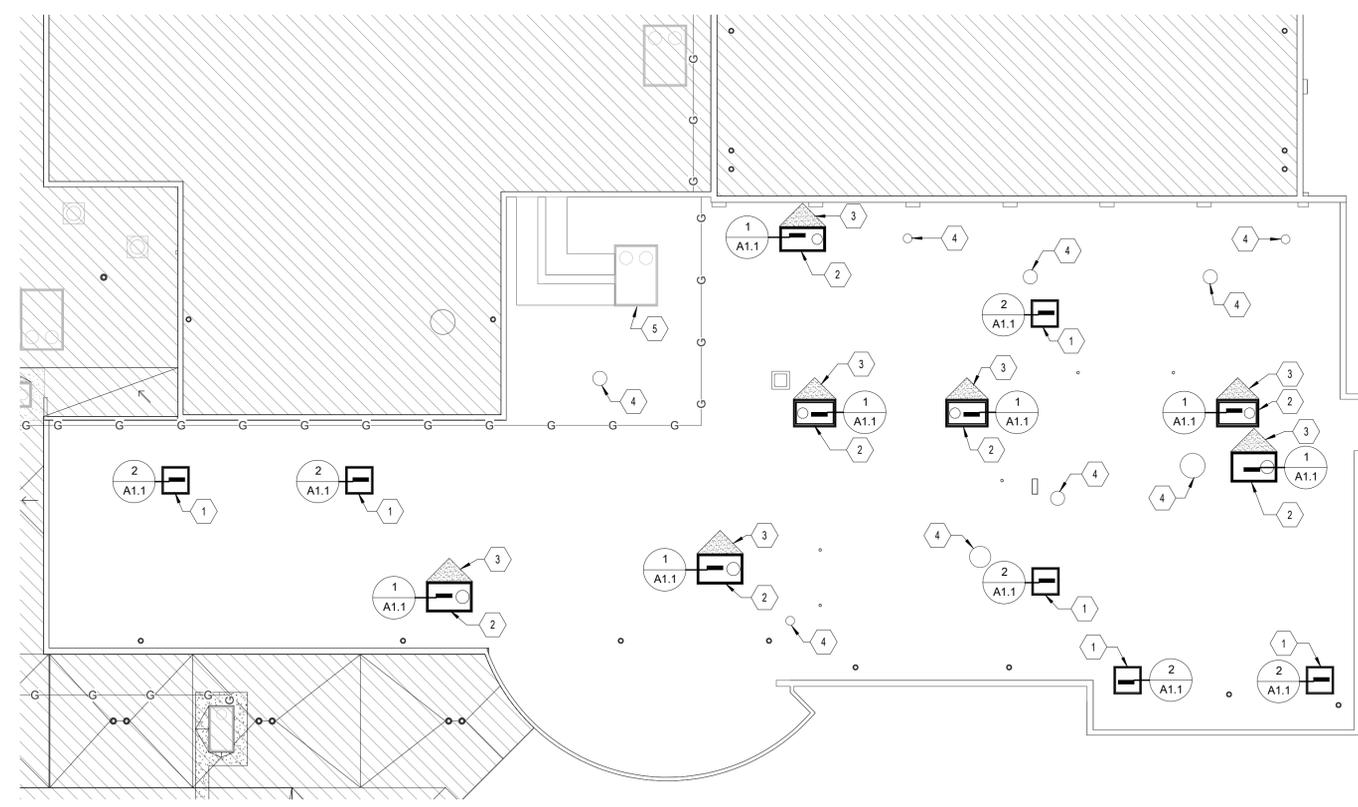
- 1 EXST. MECH. EQUIPMENT TO BE REMOVED. CAP CURB REF 2 / A1.1
- 2 EXST. EXHAUST FAN TO BE REPLACED
- 3 EXST. EXHAUST FAN TO REMAIN
- 4 REMOVE A SECTION OF EXST. ROOF MEMBRANE, COVER BOARD, INSULATION AND ROOF DECK AS REQ'D FOR INSTALLATION OF NEW ROOF TOP MECHANICAL UNITS.
- 5 EXST. MECH. EQUIPMENT TO BE REMAIN

ROOF PLAN LEGEND

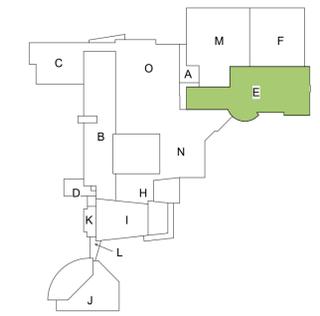
- ROOF CRICKET - TAPERED POLYISO INSULATION, THICKNESS REQUIRED TO ACHIEVE 1/2"/FT. SLOPE
- EXISTING ROOF TO BE REMOVED FOR NEW MECHANICAL UNIT. REF 1 / A1.1
- EXISTING - NO WORK THIS AREA

ROOF PLAN NOTES

- 1 NEW INSULATED SHEET METAL PANEL TO CAP EXST ROOF CURB
- 2 NEW MECHANICAL EQUIPMENT - PROVIDE NEW CURB AND FLASH INTO EXST ROOF REF 1 / A1.1
- 3 ROOF CRICKET AT MECHANICAL UNIT - PROVIDE 1/2" MIN. PER FOOT SLOPE. (TYP.)
- 4 EXST. EXHAUST FAN TO REMAIN
- 5 EXST MECHANICAL UNIT TO REMAIN



ROOF PLAN
1/16" = 1'-0"



KEY PLAN



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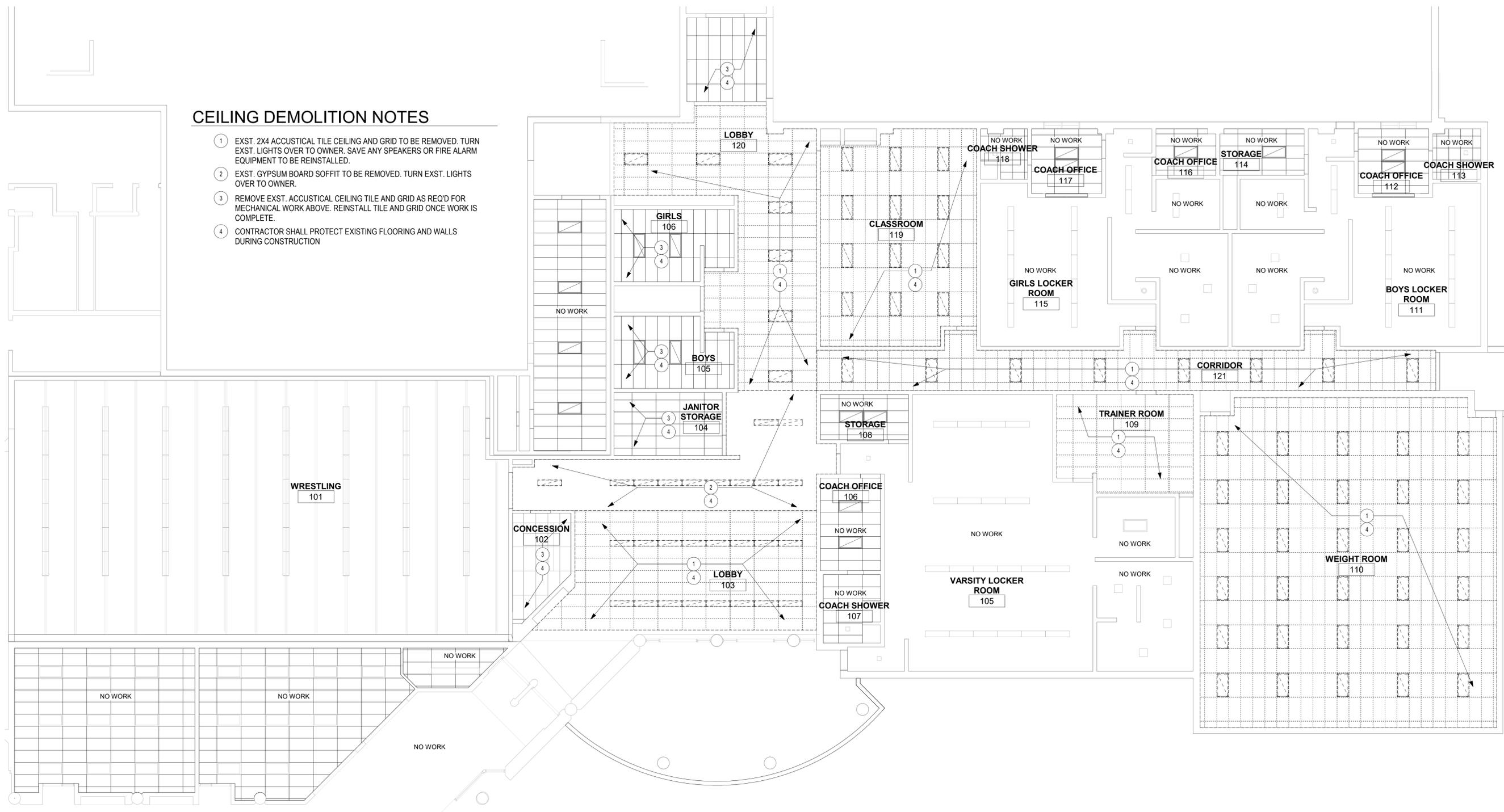
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ROOF PLANS & DETAILS
DATE:
2025-02-26

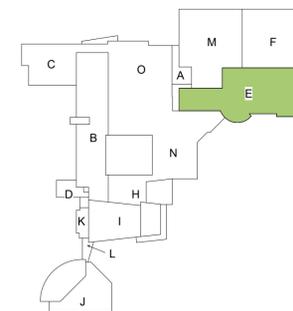
A1.1

CEILING DEMOLITION NOTES

- 1 EXST. 2X4 ACCUSTICAL TILE CEILING AND GRID TO BE REMOVED. TURN EXST. LIGHTS OVER TO OWNER. SAVE ANY SPEAKERS OR FIRE ALARM EQUIPMENT TO BE REINSTALLED.
- 2 EXST. GYPSUM BOARD SOFFIT TO BE REMOVED. TURN EXST. LIGHTS OVER TO OWNER.
- 3 REMOVE EXST. ACCUSTICAL CEILING TILE AND GRID AS REQ'D FOR MECHANICAL WORK ABOVE. REINSTALL TILE AND GRID ONCE WORK IS COMPLETE.
- 4 CONTRACTOR SHALL PROTECT EXISTING FLOORING AND WALLS DURING CONSTRUCTION



REFLECTED CEILING PLAN - DEMO
1/8" = 1'-0"



KEY PLAN



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**LOCKER ROOM HVAC UPGRADES TO
HORACE GOOD MIDDLE SCHOOL**

1412 N. MAIN ST., GARDEN CITY, KANSAS 67846

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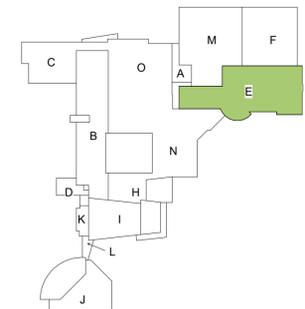
A2.1

RCP LEGEND

- | | | | | |
|--|--|--|---|-------------------------------|
| | TYPICAL CEILING TAG | | 12'-8" | HEIGHT OF CEILING ABOVE FLOOR |
| | 2'-0" X 2'-0" ACOUSTICAL CEILING TILE & GRID | | SURFACE MOUNTED LIGHT REF. ELEC. | |
| | 2'-0" X 4'-0" ACOUSTICAL CEILING TILE & GRID | | CEILING REGISTER, REF. MECH. | |
| | PAINTED GYP. BD. & MTL. STUD SOFFIT | | CEILING RETURN, REF. MECH. | |
| | 2'-0" X 4'-0" LIGHT FIXTURE, REF. ELEC. | | 1'-0" X 4'-0" LIGHT FIXTURE, REF. ELEC. | |



REFLECTED CEILING PLAN
1/8" = 1'-0"



KEY PLAN



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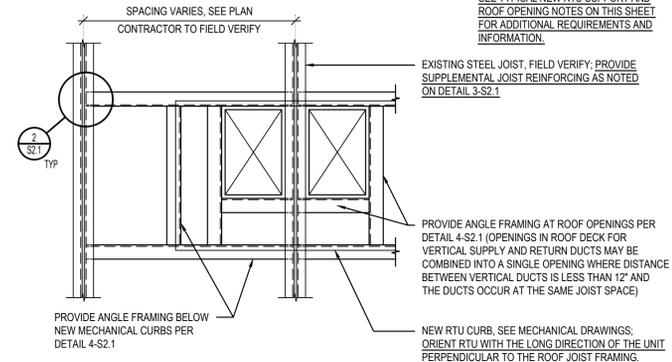
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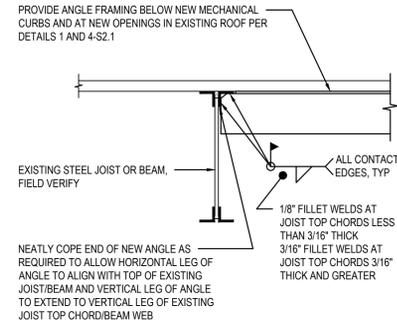
A3.1

TYPICAL NEW ROOF TOP UNIT (RTU) SUPPORT AND ROOF OPENING NOTES:

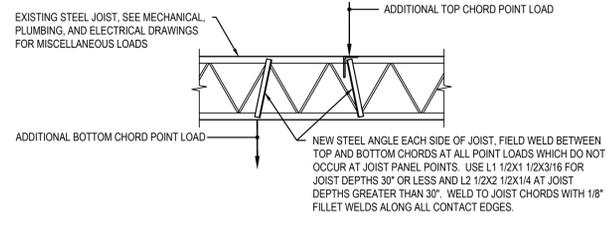
1. PROVIDE AN ANGLE FRAME TO SUPPORT THE EXISTING ROOF DECK AT ALL NEW DECK OPENINGS GREATER THAN 9'X9' PER DETAILS 1 AND 4-S2.1 SIMILAR.
2. PROVIDE AN ANGLE FRAME BELOW THE PERIMETER CURB OF ALL NEW MECHANICAL ROOF TOP UNITS AND AROUND NEW DECK OPENINGS BELOW THE MECHANICAL EQUIPMENT PER DETAILS 1 AND 4-S2.1.
3. THE PERIMETER CURB SHALL BE DIRECTLY CONNECTED TO THE ANGLE FRAMING TO RESIST ALL IMPOSED LOADING ON THE ROOF TOP EQUIPMENT. WHERE APPLICABLE, CONNECTIONS THROUGH THE METAL ROOF DECK TO THE PERIMETER ANGLE BENEATH THE CURB SHALL USE SHIMS FOR SOLID BEARING AT THE METAL DECK FLUTES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION WITH THE MECHANICAL CONTRACTOR FOR THE CONNECTION OF THE ROOF TOP EQUIPMENT CURBS TO THE ANGLE FRAMING BELOW THE ROOF DECK.
5. SEE THE MECHANICAL DRAWINGS FOR NEW ROOF TOP EQUIPMENT LAYOUT AND SIZE AND FOR NEW ROOF OPENING SIZE AND LOCATIONS. VERIFY ALL REQUIREMENTS WITH ACTUAL UNITS AND EQUIPMENT, ACTUAL CURB, AND MECHANICAL CONTRACTOR. THE NEW ROOF TOP EQUIPMENT IS TO BE LOCATED SO THAT THE NEW UNIT DOES NOT LOAD THE SAME JOISTS THAT SUPPORT EXISTING ROOF TOP EQUIPMENT.
6. FIELD VERIFY/DETERMINE AND COORDINATE ALL EXISTING STEEL JOIST AND BEAM FRAMING LOCATIONS, SPACING AND CONDITIONS. SEE DETAIL 1-S2.1 FOR TYPICAL SCHEMATIC RTU SUPPORT AND OPENING FRAMING PLAN.
7. NEATLY CUT AND REMOVE EXISTING METAL ROOF DECK AT NEW ROOF OPENINGS. USE EXTREME CARE AND CAUTION TO NOT CUT OR DAMAGE EXISTING ROOF JOIST OR BEAM FRAMING WHEN CREATING NEW ROOF OPENINGS.
8. ATTACH EXISTING METAL ROOF DECK TO THE NEW STEEL ANGLE FRAMING WITH #12 SCREW FASTENERS AT MAXIMUM 6" O.C. (FROM THE TOP SIDE OF THE ROOF DECK) OR 1/4" DIAMETER KLIK-FAST STEEL BUTTONHEAD RIVETS BY MARSON OR EQUIVALENT (FROM THE BOTTOM SIDE OF THE ROOF DECK) AT THE PERIMETER OF NEW ROOF OPENINGS. PROVIDE A MINIMUM OF 2 FASTENERS ON EACH SIDE OF EACH NEW ROOF OPENING.



1 TYP. SCHEMATIC RTU SUPPORT AND OPENING FRAMING PLAN
NO SCALE

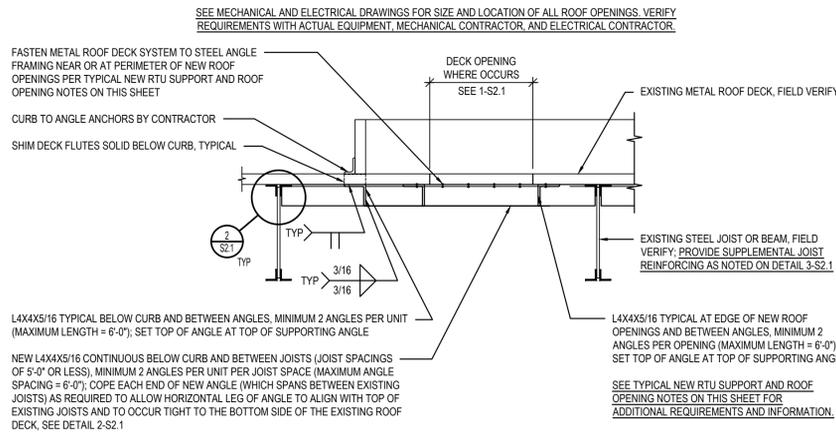


2 DETAIL
NO SCALE

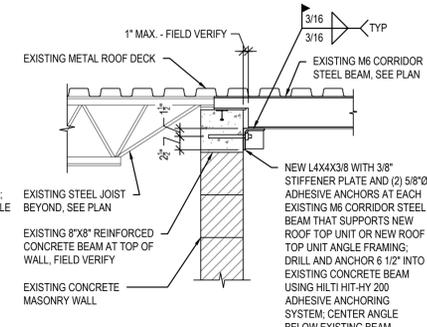


1. A MAXIMUM SINGLE CONCENTRATED LOAD OF 50 LBS MAY BE APPLIED BETWEEN EXISTING JOIST PANEL POINTS WITHOUT ANY NEW JOIST REINFORCING.
2. FOR CONCENTRATED LOADS IN EXCESS OF 50 LBS AND UP TO 200 LBS, REINFORCE THE JOIST WITH THE ANGLES NOTED ABOVE.
3. PROVIDE SUPPLEMENTAL ANGLE FRAMING AT ALL NEW PERPENDICULAR ANGLES PROVIDED BELOW NEW MECHANICAL CURBS WHICH DO NOT OCCUR AT AN EXISTING JOIST TOP CHORD PANEL POINT.
4. FOR LOADS IN EXCESS OF 200 LBS, THE ENGINEER SHALL BE NOTIFIED BY THE CONTRACTOR OF THE MAGNITUDE AND LOCATION SO THE JOIST CAN BE EVALUATED FOR THE ADDITIONAL LOAD.

3 TYPICAL JOIST DETAIL AT POINT LOAD
NO SCALE



4 TYPICAL RTU SUPPORT AND OPENING DETAIL
NO SCALE



5 DETAIL
3/4\"/>

GENERAL STRUCTURAL NOTES

GENERAL CONTRACTOR SHALL REVIEW AND STAMP SHOP DRAWINGS BEFORE SUBMITTING FOR REVIEW. FIELD VERIFY (FV) ALL EXISTING DIMENSIONS, ELEVATIONS, AND CONDITIONS. NOTIFY THE ARCHITECT FOR DIRECTION IF THE ACTUAL EXISTING CONDITIONS DIFFER FROM THE CONDITIONS SHOWN OR IMPLIED ON THE DRAWINGS. VERIFY ALL MECHANICAL AND ELECTRICAL OPENING SIZES AND LOCATIONS WITH THE RESPECTIVE CONTRACTORS. NO PIPES, SLEEVES, OR ETC. SHALL PASS THROUGH BEAMS OR COLUMNS UNLESS INDICATED ON THE PLAN. THE CONTRACTOR SHALL DESIGN, PROVIDE, AND MAINTAIN TEMPORARY BRACING, SHORING, GUYING, ETC. AND OTHER METHODS AS REQUIRED TO PREVENT ANY EXCESSIVE LOADING AND TO STABILIZE STRUCTURAL ELEMENTS DURING CONSTRUCTION. THESE METHODS SHALL REMAIN IN PLACE UNTIL ALL MEMBERS AND FINAL CONNECTIONS HAVE BEEN COMPLETED. THE GENERAL, MECHANICAL, AND ELECTRICAL CONTRACTORS SHALL BE RESPONSIBLE FOR THE DESIGN OF ALL EMBEDS, INSERTS, ANCHORS, AND SUPPLEMENTAL FRAMING SYSTEMS REQUIRED FOR THE SUPPORT OF ARCHITECTURAL, MECHANICAL, AND ELECTRICAL SYSTEMS. DO NOT HANG OR ATTACH ANY ARCHITECTURAL, MECHANICAL, OR ELECTRICAL ELEMENTS OR SYSTEMS FROM THE METAL ROOF DECK OR ANY JOIST BRIDGING UNLESS SPECIFICALLY APPROVED OTHERWISE. THE NEW STRUCTURAL FRAMING MEMBERS ARE DESIGNED PER THE INTERNATIONAL BUILDING CODE - 2018 EDITION. THE OWNER AND/OR CONTRACTOR SHALL PERFORM ALL MATERIAL TESTING AND INSPECTION REQUIREMENTS FOR COMPLIANCE WITH THE GOVERNING BUILDING CODE, THE PROJECT SPECIFICATIONS, AND THE LOCAL BUILDING INSPECTION DEPARTMENT. STRUCTURAL STEEL ERECTION SHALL COMPLY WITH OSHA STANDARD 29 CFR PART 1926, SUBPART R AND OTHER GOVERNING REGULATIONS. STRUCTURAL STEEL SUPPLIERS AND FABRICATORS SHALL INCORPORATE THE REQUIREMENTS OF THIS STANDARD INTO THE MATERIALS FABRICATED AND SUPPLIED ON THIS PROJECT.

POST-INSTALLED ANCHORS

POST-INSTALLED ANCHORS AND REINFORCING BARS SHALL BE INSTALLED PER THE MANUFACTURER'S PRINTED INSTALLATION INSTRUCTIONS. HOLES SHALL BE DRILLED WITH THE REQUIRED BIT TYPE AND SIZE TO PROVIDE THE MINIMUM EMBEDMENT LENGTH SPECIFIED IN THE STRUCTURAL DRAWINGS. HOLES SHALL BE CLEANED PRIOR TO INSTALLING THE ANCHOR OR REINFORCING BAR WITH THE BRUSH AND COMPRESSED AIR METHOD OR WITH THE MANUFACTURER'S PROPRIETARY DRILL BIT AND DUST EXTRACTION SYSTEM. INSTALLATION OF POST-INSTALLED ANCHORS AND REINFORCING BARS SHALL BE PERFORMED BY PERSONNEL TRAINED AND CERTIFIED BY THE AMERICAN CONCRETE INSTITUTE/CONCRETE REINFORCING STEEL INSTITUTE OR TRAINED BY THE ANCHOR AND/OR ADHESIVE MANUFACTURER FOR THE TYPE BEING USED. POST-INSTALLED ANCHOR TYPES SHALL BE AS FOLLOWS: ADHESIVE ANCHORAGE SYSTEMS INTO CONCRETE SHALL USE HILTI HIT-HY 200 V3 ADHESIVE OR AN APPROVED EQUAL. HILTI HIT-RE 500 V3, SIMPSON STRONG-TIE AT-3G, SIMPSON STRONG-TIE SET-3G, DEWALT AC208+, AND DEWALT PURE 220+ ARE APPROVED EQUAL ADHESIVE SYSTEMS INTO CONCRETE. ADHESIVE ANCHORAGE SYSTEMS INTO SOLID GROUTED MASONRY SHALL USE HILTI HIT-HY 270 ADHESIVE OR AN APPROVED EQUAL. HILTI HIT-HY 200 V3 AND SIMPSON STRONG-TIE SET-3G ARE APPROVED EQUAL ADHESIVE SYSTEMS INTO SOLID GROUTED MASONRY. THE INSTALLATION OF POST-INSTALLED ANCHORS AND REINFORCING BARS SHALL BE REVIEWED AND ACCEPTED BY THE FIELD TESTING AND INSPECTION AGENCY.

STRUCTURAL STEEL

STRUCTURAL STEEL SHALL MEET THE LATEST AISC "SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS." THE TYPICAL STEEL FRAMING CONNECTION DETAILS SHOWN ON THE DRAWINGS REPRESENT THE GENERAL TYPE OF CONNECTION DETAIL EXPECTED TO BE IMPLEMENTED IN THE CONNECTION DESIGN, UNLESS SPECIFICALLY APPROVED OTHERWISE. THE STEEL FABRICATOR AND DETAILER SHALL BE RESPONSIBLE FOR THE FINAL DETAILING OF ALL STEEL FRAMING CONNECTIONS. THE SUBMITTED SHOP DRAWINGS SHALL CLEARLY SHOW AND NOTE ALL SHOP AND FIELD BOLTING AND WELDING REQUIREMENTS AND THE FINAL CONNECTION DETAILS. STEEL FRAMING MEMBERS SHALL ONLY BE SPLICED AT LOCATIONS SHOWN ON THE DESIGN DRAWINGS OR AS SHOWN AND APPROVED ON THE SHOP DRAWINGS. STRUCTURAL STEEL SHOP DRAWINGS SHALL BE PREPARED UNDER THE SUPERVISION OF A PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF KANSAS. STEEL PLATES AND SHAPES SHALL MEET ASTM A36 EXCEPT WIDE FLANGE SECTIONS SHALL MEET ASTM A992, Fy = 50 KSI. STRUCTURAL STEEL TUBING SHALL MEET ASTM A500, GRADE C, Fy = 50 KSI AND STRUCTURAL PIPING SHALL MEET ASTM A53, GRADE B, Fy = 35 KSI. BEAM AND COLUMN CONNECTIONS SHALL BE MADE WITH ASTM F3125, GRADE A326 (TYPE 1) BOLTS AND ACCESSORIES. CONNECTIONS SHALL BE DESIGNED AS SNUG-TIGHTENED (TYPE S1) BOLTED CONNECTIONS, UNLESS NOTED OTHERWISE. THREADED STEEL RODS SHALL MEET ASTM A307, GRADE B; ASTM F1554, GRADE 36; OR AN APPROVED EQUAL OR GREATER STRENGTH THREADED ROD. THREADED RODS CAST IN CONCRETE OR POST-INSTALLED IN CONCRETE OR MASONRY SHALL BE THOROUGHLY CLEANED OF ALL SURFACE OILS. PROVIDE STANDARD SIZE HOLES FOR ALL BOLTS AND ANCHORS IN STEEL FRAMING MEMBERS UNLESS NOTED OTHERWISE (1/16" LARGER HOLE THAN DIAMETER OF BOLT OR ANCHOR). WHERE OVERSIZED HOLES ARE PROVIDED IN STEEL FRAMING MEMBERS TO ACCOMMODATE THE DRILL BIT SIZE ON POST-INSTALLED ANCHORS, PROVIDE A 3/16" THICK PLATE WASHER WITH A STANDARD HOLE (1/16" LARGER THAN THE ANCHOR DIAMETER) IN THE CENTER OF THE PLATE WASHER. AFTER FRAMING MEMBERS HAVE BEEN INSTALLED, ADD THE PLATE WASHER ON EACH ANCHOR PRIOR TO INSTALLING THE NUT. AFTER THE ANCHOR HAS BEEN TIGHTENED, WELD THE PLATE WASHER TO THE FRAMING MEMBER WITH A 3/16" FILLET WELD ALONG EACH VERTICAL EDGE. WELDING SHALL CONFORM TO AWS D1.1, "STRUCTURAL WELDING CODE - STEEL". ALL WELDS SHALL BE AWS PREQUALIFIED WELDED JOINTS. NO UNAUTHORIZED WELDS WILL BE ACCEPTED. E70XX ELECTRODES SHALL BE USED FOR ALL WELDING, UNLESS NOTED OTHERWISE. FIELD COMPLETED WELDING AND BOLTED CONNECTIONS SHALL BE REVIEWED AND ACCEPTED BY THE FIELD INSPECTION AND TESTING AGENCY PRIOR TO THE INSTALLATION OF SUBSEQUENT WORK. STEEL LINTELS SHALL BE PROVIDED OVER ALL OPENINGS IN THE MASONRY WALLS, UNLESS OTHERWISE DETAILED. PROVIDE LINTELS AS INDICATED BELOW FOR OPENINGS WHERE NOT SPECIFICALLY DEFINED:

SPAN:	0'-0"	TO	1'-0"	1/4" PLATE X WIDTH OF WALL
	1'-0"	TO	3'-0"	3-1/2X3-1/2X1/4 ANGLE
	3'-1"	TO	4'-8"	4X3-1/2X5/16 ANGLE
	4'-9"	TO	6'-3"	5X3-1/2X3/8 ANGLE
	6'-4"	TO	8'-0"	6X3-1/2X3/8 ANGLE
	8'-1"	UP		W8X24 WITH 1/4" CONTINUOUS PLATE

NOTE: FURNISH ONE ANGLE FOR EACH 4-INCH WIDTH OF WALL. LINTELS SHALL HAVE A MINIMUM OF 8 INCHES OF BEARING ON CONCRETE MASONRY AT EACH END. PROVIDE SOLID GROUTED MASONRY UNITS BELOW BEARING OF ALL LINTELS, BEAMS, OR ETC. GROUT BLOCK CORES WITH 2500 PSI GROUT. NON-METALLIC SHRINKAGE-RESISTANT GROUT SHALL MEET ASTM C 1107. INTERIOR AND ENCLOSED STRUCTURAL STEEL MEMBERS SHALL HAVE SURFACE PREPARATION PER SSPC-SP2 HAND TOOL CLEAN OR SSPC-SP3 POWER TOOL CLEAN. INTERIOR AND ENCLOSED STRUCTURAL STEEL MEMBERS SHALL BE SHOP PRIMED WITH THE STEEL FABRICATORS STANDARD LEAD AND CHROMATE FREE, RUST-INHIBITING PRIMER. SUBMIT THE STRUCTURAL STEEL SHOP DRAWINGS TO THE ARCHITECT/ENGINEER FOR REVIEW PRIOR TO BEGINNING CONSTRUCTION.



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1412 N. MAIN ST., GARDEN CITY, KANSAS 67846

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ISSUE:
NO. DATE DESCRIPTION

SHEET TITLE:
GENERAL STRUCTURAL NOTES AND DETAILS

DATE:
2025-02-26

S2.1

DWA Dudley Williams and Associates, PA
230 Laura • Suite 200 • Wichita, KS 67211-1514
316-263-7591 • www.dwase.com

PROJECT MECHANICAL DESIGN CRITERIA

PROJECT CITY: GARDEN CITY, KANSAS	COOLING WEATHER DESIGN DATA
PROJECT ELEVATION: 2,882 FT. ABOVE SEA LEVEL	DESIGN WEATHER STATION: GARDEN CITY, KS
DESIGN WEATHER BASIS: ASHRAE 0.4%	DESIGN DRY BULB: 99.4° F
MECHANICAL CODE: 2018 INTERNATIONAL MECHANICAL CODE	MEAN COINC. WET BULB: 69.1° F
PLUMBING CODE: 2018 INTERNATIONAL PLUMBING CODE	DEWPOINT: 69.8° F
ELECTRICAL CODE: 2017 NATIONAL ELECTRIC CODE	MEAN COINC. DRY BULB: 79.5° F
ENERGY CODE: ASHRAE 90.1 - 2010	HEATING WEATHER DESIGN DATA
FIRE CODE: 2018 INTERNATIONAL FIRE CODE	DESIGN WEATHER BASIS: ASHRAE 99.6%
FUEL GAS CODE: 2018 INTERNATIONAL FUEL GAS CODE	DESIGN DRY BULB: 3.6° F
	ENERGY DATA
	ASHRAE CLIMATE ZONE: 4B
	COOLING DEGREE DAYS(85): 1,380
	HEATING DEGREE DAYS(85): 5,035

DEMOLITION GENERAL NOTES

- PLANS ARE SCHEMATIC IN NATURE. LAYOUT IS BASED ON BEST AVAILABLE INFORMATION. PRIOR TO SUBMITTING BID CONTRACTOR SHALL VISIT JOB SITE AND BECOME FULLY ACQUAINTED WITH EXISTING CONDITIONS OF PROJECT. NOTIFY ARCHITECT AND/OR ENGINEER OF CONFLICTS OR DISCREPANCIES PRIOR TO SUBMISSION OF BID.
- ALL CUTTING, PATCHING AND DEMOLITION WORK SHALL BE CLOSELY COORDINATED WITH EXISTING CONDITIONS AND THE REQUIRED NEW WORK.
- PORTIONS OF SYSTEMS ARE SHOWN FOR CLARITY, EVEN THOUGH IT MAY NOT BE NECESSARY TO MODIFY OR REVISE THEM. ALL EXISTING SYSTEMS ARE SHOWN BASED ON ORIGINAL BUILDING DRAWINGS DATED NOV. 1961, AUG. 1980, MAY 1988, FEB. 1992, MAR. 2020 AND FIELD OBSERVATIONS.
- ALL WORK MUST BE COORDINATED AND SCHEDULED WITH THE EMPLOYEES AND OWNER OF THE BUILDING SO AS TO PROVIDE THE LEAST AMOUNT OF DISRUPTION OF BUILDING ACTIVITIES AS POSSIBLE.
- THESE DRAWINGS ARE ACCOMPANIED BY SPECIFICATIONS. REFER TO THE SPECIFICATIONS FOR ADDITIONAL INFORMATION.
- ALL EXISTING DUCTWORK TO BE RE-USED AS A PART OF THE COMPLETED PROJECT TO BE PATCHED AND SEALED AIR AND WATERTIGHT AND RE-INSULATED WHERE REQUIRED TO PLACE IN LIKE NEW CONDITION. COORDINATE WITH THE REQUIRED NEW WORK.
- THE OWNER SHALL HAVE THE OPTION TO KEEP ANY EQUIPMENT THAT IS TO BE REMOVED. OTHERWISE, IT IS TO BE DISPOSED OF BY THIS CONTRACTOR.

PLUMBING GENERAL NOTES

- PLANS ARE SCHEMATIC IN NATURE. LAYOUT IS BASED ON BEST AVAILABLE INFORMATION. PRIOR TO SUBMITTING BID CONTRACTOR SHALL VISIT JOB SITE AND BECOME FULLY ACQUAINTED WITH EXISTING CONDITIONS OF PROJECT. NOTIFY ARCHITECT AND/OR ENGINEER OF CONFLICTS OR DISCREPANCIES PRIOR TO SUBMISSION OF BID.
- COORDINATE INSTALLATION OF PLUMBING SYSTEMS WITH OTHER TRADES TO ENSURE NEAT AND ORDERLY INSTALLATION.
- FIELD MEASURE FINAL PIPING LOCATIONS PRIOR TO FABRICATION AND MAKE ADJUSTMENTS AS REQUIRED. MAINTAIN MANUFACTURER'S RECOMMENDATIONS REGARDING SERVICE CLEARANCE AND PROPER AIRFLOW CLEARANCE AROUND EQUIPMENT.
- NO PIPING SHALL PENETRATE STRUCTURAL MEMBERS.
- THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS FOR ROUTING AND CONNECTION OF GAS SERVICES. COORDINATE WITH LOCAL UTILITIES AND AUTHORITIES WHERE REQUIRED.

MECHANICAL GENERAL NOTES

- PLANS ARE SCHEMATIC IN NATURE. LAYOUT IS BASED ON BEST AVAILABLE INFORMATION. PRIOR TO SUBMITTING BID CONTRACTOR SHALL VISIT JOB SITE AND BECOME FULLY ACQUAINTED WITH EXISTING CONDITIONS OF PROJECT. NOTIFY ARCHITECT AND/OR ENGINEER OF CONFLICTS OR DISCREPANCIES PRIOR TO SUBMISSION OF BID.
- COORDINATE INSTALLATION OF MECHANICAL SYSTEMS WITH OTHER TRADES TO ENSURE NEAT AND ORDERLY INSTALLATION.
- FIELD MEASURE FINAL DUCTWORK AND PIPING LOCATIONS PRIOR TO FABRICATION AND MAKE ADJUSTMENTS AS REQUIRED. MAINTAIN MANUFACTURER'S RECOMMENDATIONS REGARDING SERVICE CLEARANCE AND PROPER AIRFLOW CLEARANCE AROUND EQUIPMENT.
- ADJUST LOCATION OF CEILING DIFFUSERS, REGISTERS AND GRILLES AS REQUIRED TO ACCOMMODATE FINAL CEILING GRID, STRUCTURE AND LIGHTING LOCATIONS.
- ALL DIFFUSERS ARE 4-WAY BLOW UNLESS INDICATED OTHERWISE ON THE DRAWINGS.
- COORDINATE ACCESS TO EQUIPMENT, VALVES, AND DAMPERS INSTALLED ABOVE 'INACCESSIBLE' CEILINGS AND IN CHASES, ETC. WITH GENERAL CONTRACTOR. PROVIDE LOCKING ACCESS DOORS FOR INSTALLATION BY GENERAL CONTRACTOR AS REQUIRED TO SERVICE CONCEALED EQUIPMENT, VALVES, AND DAMPERS. CEILING ACCESS DOORS FOR FIRE DAMPERS, AND FIRE SMOKE DAMPERS FURNISHED BY THIS CONTRACTOR AND INSTALLED BY GENERAL CONTRACTOR.
- MAINTAIN MINIMUM 10'-0" CLEARANCE BETWEEN OUTSIDE AIR INTAKES AND EXHAUST/VENT TERMINATIONS.
- A MAXIMUM LENGTH OF 5'-0" FLEX DUCT MAY BE USED AT EACH RUNOUT TO SUPPLY DIFFUSERS. FLEX DUCT SHALL NOT BE USED IN RETURN OR EXHAUST APPLICATIONS AND ONLY IN CONCEALED LOCATIONS.
- RECTANGULAR & ROUND DUCT SIZES INDICATED ARE INSIDE CLEAR DIMENSIONS. SEE SPECIFICATIONS FOR DUCTLINER / INSULATION REQUIREMENTS.
- DO NOT ROUTE DUCTWORK OR PIPING ABOVE ELECTRICAL PANELS OR ELECTRICAL GEAR. COORDINATE ROUTING WITH OTHER TRADES.
- NEW HVAC EQUIPMENT SHALL NOT BE USED DURING CONSTRUCTION. CONTRACTOR SHALL FURNISH ALL NECESSARY TEMPORARY HEATING / COOLING EQUIPMENT AND CONTROLS AS REQUIRED.
- INSTALL BALANCING DAMPERS (UNLESS PROVIDED WITH GRILLES/DIFFUSERS) IN EACH GRILLE/DIFFUSER DUCT RUNOUT. LOCATE DAMPERS ABOVE ACCESSIBLE CEILINGS OR IN ACCESSIBLE AREAS.
- INSTALL TURNING VANES IN ALL RECTANGULAR DUCT ELBOWS.
- PROVIDE FIRE AND/OR FIRE-SMOKE DAMPERS AT ALL RATED WALLS OR CEILINGS WHETHER IT IS NOTED ON PLANS OR NOT.
- ALL NEW THERMOSTATS SHALL BE PLACED AT 4'-0" MAXIMUM ABOVE FINISHED FLOOR PER ADA REQUIREMENTS. VERIFY HEIGHTS WITH OWNER PRIOR TO FINAL INSTALLATION.

MECHANICAL LEGEND

(NOT ALL SYMBOLS LISTED BELOW ARE BEING USED IN THIS SET OF MECHANICAL DRAWINGS)											
SYMBOL	ABBR	DESCRIPTION	SYMBOL	ABBR	DESCRIPTION	SYMBOL	ABBR	DESCRIPTION	SYMBOL	ABBR	DESCRIPTION
		DIFFUSER								F-1	PLUMBING FIXTURE NUMBER
	RAG	RETURN AIR GRILLE		CW	DOMESTIC COLD WATER					1	EQUIPMENT DESIGNATION
		HATCH INDICATES BLANKED SECTION		HW	DOMESTIC HOT WATER					POC	SHEET NOTE
		NEW DUCTWORK		140"	DOMESTIC 140" HOT WATER					DN	POINT OF CONN. (CONN. NEW TO EXISTING)
		EXISTING DUCTWORK		140"	DOMESTIC 140" HOT WATER					TOD	TOP OF DUCT (ABOVE FIN. FLOOR)
		EXISTING DUCTWORK TO BE REMOVED		HWC	DOMESTIC HOT WATER CIRCULATING					BOP	BOTTOM OF PIPE
		SUPPLY DUCT UP		SAN	SANITARY WASTE ABOVE FLOOR					NTS	NOT TO SCALE
	RD	ROUND DUCT UP		SAN	SANITARY WASTE BELOW FLOOR					A.F.F.	ABOVE FINISHED FLOOR
		SUPPLY DUCT DOWN		V	SANITARY VENT					C.A.	COMBUSTION AIR
		RETURN OR EXHAUST DUCT DOWN		RD	ROOF DRAIN		HB	HOSE BIBB		O.A.	OUTSIDE AIR
		ROUND DUCT DOWN		RD	ROOF DRAIN BELOW FLOOR		WH	WALL HYDRANT		E.A.	EXHAUST AIR
		RECTANGULAR VANED ELBOW		ORD	ROOF OVERFLOW		FPWH	FREEZE PROOF WALL HYDRANT		S.A.	SUPPLY AIR
		ROUND ELBOW		FP	FIRE PROTECTION					R.A.	RETURN AIR
		MITERED ROUND ELBOW		G	NATURAL GAS		RD	ROOF DRAIN		R.A.G.	RETURN AIR GRILLE
		CONCENTRIC TRANSITION		CWS	CHILLED WATER SUPPLY		ORD	OVERFLOW ROOF DRAIN		T.A.G.	TRANSFER AIR GRILLE
		ECCENTRIC TRANSITION		CWS	CHILLED WATER RETURN		AD	AREA DRAIN		O.B.D.	OPPOSED BLADE DAMPER
		SQUARE TO ROUND TRANSITION		HWS	HEATING WATER SUPPLY		BD	BOILER DRAIN		W.P.L.	WEATHER PROOF LOUVER
		DUCT DROP/RISE IN DIRECTION OF ARROW		HWR	HEATING WATER RETURN		FD	FLOOR DRAIN		G.C.	GENERAL CONTRACTOR
		45° TAKEOFF FITTING		D	CONDENSATE DRAIN		WCO	WALL CLEANOUT		M.C.	MECHANICAL CONTRACTOR
		45° TAKEOFF FITTING WITH MANUAL VOLUME DAMPER		GW	GREASE WASTE		FCO	FLOOR CLEANOUT		P.C.	PLUMBING CONTRACTOR
	MVD	MANUAL VOLUME DAMPER WITH LOCKING QUADRANT		RL	REFRIGERANT LIQUID		FS	FLOOR SINK		E.C.	ELECTRICAL CONTRACTOR
	MD	MOTORIZED DAMPER		RS	REFRIGERANT SUCTION		VTR	VENT THRU ROOF		T	THERMOSTAT/SENSOR
	FD	FIRE DAMPER		RHG	REFRIGERANT HOT GAS		D	ENLARGED PLAN CALLOUT		H	HUMIDISTAT/SENSOR
	FS	COMBINATION FIRE/SMOKE DAMPER		S	STEAM SUPPLY (10 PSI)		M3.1			F.P.C.	FIRE PROTECTION CONTRACTOR
				CR	CONDENSATE RETURN					T.C.C.	TEMPERATURE CONTROLS CONTRACTOR
				A	COMPRESSED AIR						
				OH	ELBOW UP						
				GD	ELBOW DOWN						
				OH	TEE UP						
				TD	TEE DOWN						
					PIPE CAP OR PLUG						

GAS LOAD SCHEDULE

EQUIPMENT	GAS INPUT (MBH)	RUNOUT SIZE	NOTES
RTU-1	177.3	3/4"	1. ALL REGULATORS, GAS-COCKS, UNIONS, ETC. SHALL BE LINE SIZE OF GAS PIPING (MINIMUM). 2. ALL ELEVATED PRESSURE GAS PIPE SIZES ARE BASED ON NATURAL GAS 2 PSI (MAX.), 0.8 SPECIFIC GRAVITY AND 1 PSI PRESSURE DROP. 3. IF DEVELOPED LENGTH 550 FT OF GAS PIPING VARIES FROM DESIGN, PLUMBING CONTRACTOR SHALL NOTIFY ENGINEER FOR VERIFICATION OF ALL PIPE SIZING. P.C. SHALL VERIFY THAT GAS SYSTEM PRESSURE DOES NOT EXCEED ALLOWABLE LIMITS OF GAS UTILIZATION EQUIPMENT. 4. UNIT HEATER TO CONNECT INTO EXISTING LOW PRESSURE GAS PIPING IN BOILER ROOM AS REQUIRED. GAS INPUT FOR UNIT HEATER NOT INCLUDED IN 2 PSI GAS LOAD TOTAL.
RTU-2	177.3	3/4"	
RTU-3	133.0	1/2"	
RTU-4	88.6	1/2"	
RTU-5	106.4	1/2"	
RTU-6	106.4	1/2"	
RTU-7	177.3	3/4"	
GUH-1 (SEE NOTE 4)	55.0	1/2"	
TOTAL CFH		966.3	

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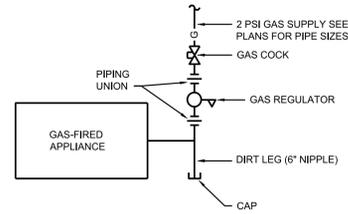
SHEET TITLE:
MECHANICAL DESIGN
CRITERIA

DATE:
FEBRUARY 26, 2025

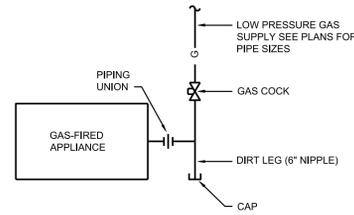
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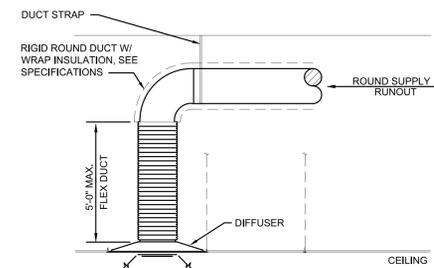
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1 GAS FIRED APPLIANCE PIPING DETAIL W/REGULATOR
NO SCALE

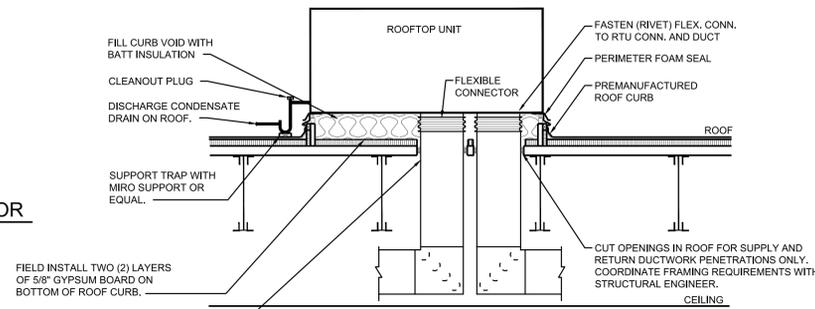


2 GAS FIRED APPLIANCE PIPING DETAIL
NO SCALE

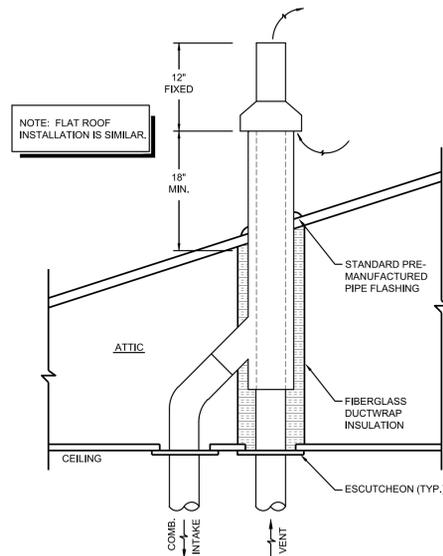


- NOTES:
- USE IN VERTICAL ARRANGEMENT WHERE POSSIBLE. IF BENDING IS NECESSARY, SUPPORT FLEX DUCT TO MAXIMIZE BEND RADIUS. 90 DEGREE TURNS ARE NOT ALLOWED.
 - PROVIDE AIRTIGHT CONNECTIONS TO RIGID ROUND DUCT AND AIR DEVICE.
 - SEE SPECIFICATIONS FOR FLEX DUCT RESTRICTIONS.

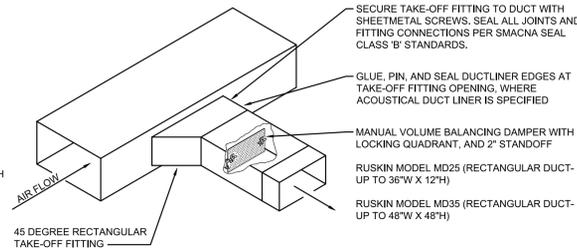
6 FLEXIBLE DUCT DETAIL
NO SCALE



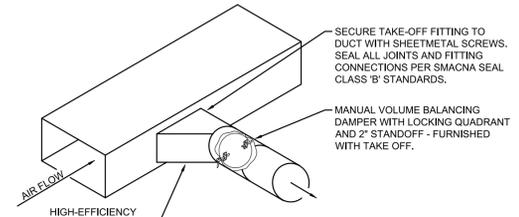
3 ROOFTOP UNIT DETAIL
NO SCALE



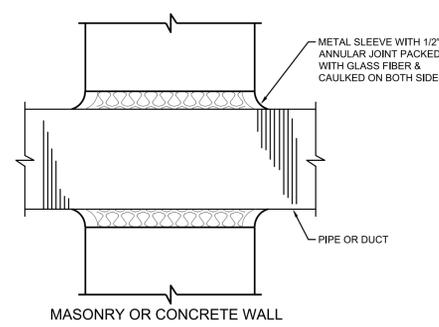
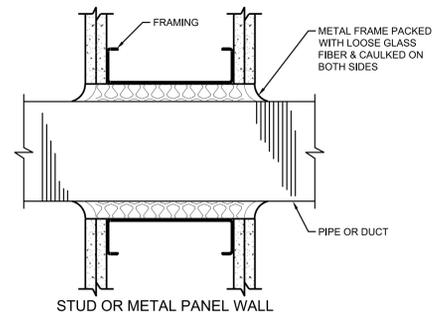
7 CONCENTRIC ROOF TERMINATION KIT DETAIL
NO SCALE



4 RECTANGULAR DUCT TAKE-OFF DETAIL
NO SCALE

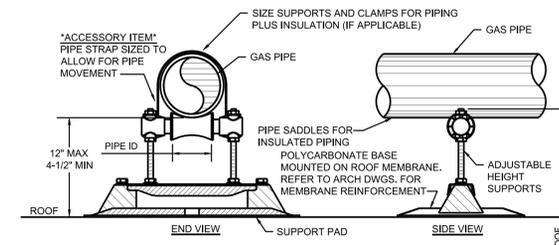


5 ROUND DUCT TAKE-OFF DETAIL
NO SCALE



- NOTE: PROVIDE ESCUTCHEONS OR ANGLED CLOSURE STRIPS WHERE PENETRATIONS ARE EXPOSED TO VIEW.

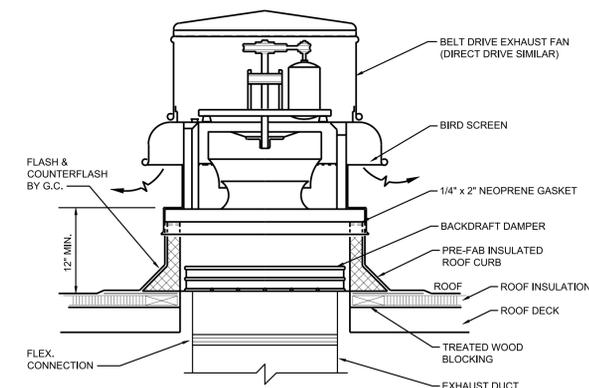
8 TYPICAL WALL AND FLOOR PENETRATION DETAIL
NO SCALE



- 3 - RAH - 8
- MAX HEIGHT OFF ROOF (8 = 8 INCHES)
SUPPORT SERIES (RAH = ROLLER ADJUSTABLE HEIGHT)
PIPE I.D. (3 = 3" I.D. IS OPTIMAL, BUT CAN SUPPORT UP TO 5 1/2" MAX. O.D.)
- MIRO PRODUCT NAMING CONVENTION
NOTE:
DO NOT SPACE SUPPORTS FURTHER THAN 10' MAX. SPACE SUPPORTS TO SUPPORT MAX LOAD, EVEN DISTRIBUTION OF WEIGHT, AND PROPER ELEVATION.

PIPE SIZE	MIRO MODEL NUMBER		PIPE SUPPORT SPACING	
	UP TO 8" HIGH	UP TO 12" HIGH	GAS (STEEL)	CONDENSATE (COPPER)
3/4"	3-RAH-8.	3-RAH-12.	6'-0" O.C.	6'-0" O.C.
1" - 1 1/4"	3-RAH-8.	3-RAH-12.	7'-0" O.C.	7'-0" O.C.
1-1/2"	3-RAH-8.	3-RAH-12.	8'-0" O.C.	8'-0" O.C.
2"	3-RAH-8.	3-RAH-12.	10'-0" O.C.	9'-0" O.C.
3"	3-RAH-8.	3-RAH-12.	10'-0" O.C.	10'-0" O.C.
4"	5-RAH-8.	5-RAH-12.	10'-0" O.C.	--
6"	5-RAH-8.	5-RAH-12.	10'-0" O.C.	--
>6"	8-RAH-18.	6-RAH-18.	10'-0" O.C.	--

9 MIRO SUPPORT DETAIL
NO SCALE



- NOTES:
- EXACT DIMENSIONS OF CURB & ROOF SHALL BE DETERMINED BY FAN MANUFACTURER. COORDINATE WITH STRUCTURAL REQUIREMENTS.
 - MOUNT TOP OF CURB LEVEL. VERIFY ROOF SLOPE & FABRICATE CURB ACCORDINGLY.

10 CENTRIFUGAL TYPE ROOF EXHAUSTER DETAIL
NO SCALE



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SPECIFICATIONS
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soners and associated live values, layout of all mechanical rooms, rooftop units, etc. including live values, a time schedule page, and shall have point control (manual, automatic and test) from live points on the graphics pages. All graphics will need to be submitted to engineer for approval prior to implementation to identify proper points and clear interface.

Software: TCC shall provide all software required for efficient operation of all the functions required by this specification. Software shall be modular in design for flexibility in expansion or revision of the system. Software shall include as a minimum complete database entry, configuration of all application programs to provide the sequence of operation indicated, alarm limits and alarm messages for all critical and non-critical alarms and configuration of all reports and point summaries indicated. All available software revisions due to bugs or operational issues shall be furnished to the owner free of charge for the life of that version of software.

The system shall be capable scheduling by building, area, zone, and group of zones. Individually controlled equipment, and groups of individually controlled equipment. Each schedule shall provide beginning and ending dates and times (hrs., minutes). A weekly repeating schedule, i.e., between 8:00 a.m. and 5:00 p.m., Monday through Friday shall constitute one schedule, not five. Detailed schedules to be capable of being entered up to (five) 5 years in advance. Schedules shall be self-adjusting when effective dates have passed. The system shall automatically adjusting for leap years.

The following applications software shall be provided for the purpose of optimizing energy consumption while maintaining occupant comfort: Scheduled Start/Stop, Night setback, ventilation scheduling (Independent of occupied/unoccupied), optimum Start/Stop (OSS)/Optimum Enable/Disable (OED), staggered start, limited local override adjustable time frame at local thermostat or zone sensor.

System shall be available for trending and data storage for up to 2 years for each point monitored. System shall also be capable to enable "offsite" cloud data storage for trending and analytics.

The TCC shall furnish and install all necessary hardware, computing equipment, software (including programming for each control module), relays, switches, etc. required to perform the necessary control functions described in the contract documents. All hardware to be mounted by the TCC. Low voltage wiring including final terminations shall be by the TCC. TCC shall provide all conduit required for low voltage wiring. Refer to electrical specifications for conduit materials and wiring and conduit installation requirements.

Startup and 12-month parts and labor warranty from date of "notice of completion" shall be provided for the TCC. TCC shall provide all field locations requiring line voltage power, and all thermostat, sensors, controller, actuators, and control panel location etc. to all electrical trades. T.C.C. shall furnish shop drawings indicating all control device locations for the project electrical contractor prior to start of construction.

Submittals including software specifications, technical manuals, site, or other licenses required, shop drawings, printed copy of database shall be submitted in accordance with specifications.

Factory and site training of owner's maintenance and operating personnel. The Contractor shall provide full instructions to designated personnel in the operation, maintenance, and programming of the system. The training shall be specifically oriented to the system and interfacing equipment installed. TCC is responsible for coordination of training with owner.

B. Electrical Contractor Responsibilities: Provide all live voltage wiring - coordinate with T.C.C. all power connections. Provide thermostat and all sensor rough ins (box and concealed conduit or wire mold raceways).

C. Mechanical Contractor Responsibilities: All temporary heating and cooling controls. Mounting of all control valves, wells, and control dampers as required by the TCC.

D. Temperature Controls Contractor and Balancing Agency: The TCC shall have a technical representative present with the Testing and Balancing Agency on the first day of balancing for a minimum of 8 hours of active balancing - temperature control coordination. For the remainder of the system balance, the TCC shall furnish the balance with the latest DCC software and any required interface device for the duration of the balancing process. This includes instructing the Balancer in the use of the software until the Balancer is proficient in the use of the software. Software and interface device shall be returned to TCC when balance report has been accepted.

E. System Requirements: All material and equipment used shall be standard construction, regularly maintained, and available and not custom designed especially for this project. The system architecture shall be fully modular permitting expansion of application software, system peripherals, and field hardware. The system, upon completion of the installation and prior to acceptance of the project, shall perform all operating functions as indicated on plans.

F. Test and Acceptance: Upon completion of the installation, the Contractor shall start up the system and perform all necessary calibration, testing, and debugging operations. As a part of the start-up procedure, a manufacturer recommended commissioning check list shall be completed and submitted to engineer for review. When the system performance and commissioning checklist is deemed satisfactory, the system parts will be accepted for beneficial use and placed under warranty. At this time, a "notice of completion" shall be issued by Owners Representative and the warranty period shall start.

Control Wire: All DDC control wires shall be a minimum of two pairs, plenum rated, shielded, and with a drain wire. Control wiring shall be independently supported, and its own raceway supported at minimum 4' centers, or EIA/TIA or Owner WAN/LAN standards - whichever is most stringent. All penetrations are to be in conduit with protective bushings on both ends of the conduit. Wiring shall be installed no less than 12" away from intercom wiring and all switches. No splices shall be used on the LAN/WAN.

Wireless communication between devices may be substituted for wired communication if that is the standard offering of the control's provider.

Grounding: A ground shall be installed on ground all DDC controllers and panels throughout the building. TCC shall install APCUPS with minimum 30-minute battery backup for master controller surge protection.

Ruskin Model ADH22 or approved equal.
1.15 Roof Hoods:
Cool Type PR or approved equal - low profile type grille/inlet/relief ventilator - all aluminum construction - weatherproof - bird screen - factory curbs (curb shall match roof slope and be compatible with roof construction).
TEMPERATURE CONTROLS 15900

1.01 Work Included: Extension of existing building control system. The system shall provide the Direct Digital Control (DDC), Energy Management, and Building Automation for the air conditioning, heating and ventilation systems as shown on the drawings. The installed system must be capable of connecting with Ethernet TCP/IP to communicate with the owner's network.

1.02 Acceptable Manufacturers:
A. Temperature Controls
1. C&C Group
2. Engineer pre-approved equal.
1.03 System Configuration:
A. Refer to Control Drawings on plans.

1.04 Scope of Work:
A. Temperature Control Contractor's Responsibilities: The TCC shall furnish, prior to bid, all device locations requiring line voltage power, and all thermostat, sensors, controller, actuators, and control panel location etc. to all electrical trades. T.C.C. shall furnish shop drawings indicating all control device locations for the project electrical contractor prior to start of construction.

The TCC shall furnish and install all necessary hardware, computing equipment, software (including programming for each control module), relays, switches, etc. required to perform the necessary control functions described in the contract documents. All hardware to be mounted by the TCC. Low voltage wiring including final terminations shall be by the TCC. TCC shall provide all conduit required for low voltage wiring. Refer to electrical specifications for conduit materials and wiring and conduit installation requirements.

Startup and 12-month parts and labor warranty from date of "notice of completion" shall be provided for the TCC. TCC shall provide all field locations requiring line voltage power, and all thermostat, sensors, controller, actuators, and control panel location etc. to all electrical trades. T.C.C. shall furnish shop drawings indicating all control device locations for the project electrical contractor prior to start of construction.

Submittals including software specifications, technical manuals, site, or other licenses required, shop drawings, printed copy of database shall be submitted in accordance with specifications.

Factory and site training of owner's maintenance and operating personnel. The Contractor shall provide full instructions to designated personnel in the operation, maintenance, and programming of the system. The training shall be specifically oriented to the system and interfacing equipment installed. TCC is responsible for coordination of training with owner.

B. Electrical Contractor Responsibilities: Provide all live voltage wiring - coordinate with T.C.C. all power connections. Provide thermostat and all sensor rough ins (box and concealed conduit or wire mold raceways).

C. Mechanical Contractor Responsibilities: All temporary heating and cooling controls. Mounting of all control valves, wells, and control dampers as required by the TCC.

D. Temperature Controls Contractor and Balancing Agency: The TCC shall have a technical representative present with the Testing and Balancing Agency on the first day of balancing for a minimum of 8 hours of active balancing - temperature control coordination. For the remainder of the system balance, the TCC shall furnish the balance with the latest DCC software and any required interface device for the duration of the balancing process. This includes instructing the Balancer in the use of the software until the Balancer is proficient in the use of the software. Software and interface device shall be returned to TCC when balance report has been accepted.

E. System Requirements: All material and equipment used shall be standard construction, regularly maintained, and available and not custom designed especially for this project. The system architecture shall be fully modular permitting expansion of application software, system peripherals, and field hardware. The system, upon completion of the installation and prior to acceptance of the project, shall perform all operating functions as indicated on plans.

F. Test and Acceptance: Upon completion of the installation, the Contractor shall start up the system and perform all necessary calibration, testing, and debugging operations. As a part of the start-up procedure, a manufacturer recommended commissioning check list shall be completed and submitted to engineer for review. When the system performance and commissioning checklist is deemed satisfactory, the system parts will be accepted for beneficial use and placed under warranty. At this time, a "notice of completion" shall be issued by Owners Representative and the warranty period shall start.

Control Wire: All DDC control wires shall be a minimum of two pairs, plenum rated, shielded, and with a drain wire. Control wiring shall be independently supported, and its own raceway supported at minimum 4' centers, or EIA/TIA or Owner WAN/LAN standards - whichever is most stringent. All penetrations are to be in conduit with protective bushings on both ends of the conduit. Wiring shall be installed no less than 12" away from intercom wiring and all switches. No splices shall be used on the LAN/WAN.

Grounding: A ground shall be installed on ground all DDC controllers and panels throughout the building. TCC shall install APCUPS with minimum 30-minute battery backup for master controller surge protection.

Graphic Pages: The graphic pages shall include floor plans showing locations of all

shall be increased to accommodate duct liner (where specified). Where structural conditions deem it necessary to change the size of any duct, the equivalent free area shall be maintained.
1.06 Duct Pressure Class: Low pressure class - static pressure in duct less than 2" wg and velocities less than 2400 fpm.
1.07 Duct Material: Galvanized steel lock-forming quality, having a zinc coating of 1.25 ounces per square foot for each side (coating Class G90). Concrete round ductwork shall be snap-lock (low-pressure only) or spiral construction. Exposed round ductwork shall be spiral construction. Low pressure elbows shall be 4-piece adjustable seam type with a radius of not less than (1) times width of duct on centerline.

1.08 Exposed Ductwork: All exposed ductwork shall be mill phosphated metal. Finish of all exposed ductwork shall be suitable for painting by the General Contractor.
1.09 Joints: Seal all longitudinal and transverse joints on concealed ductwork, with foil back tape (Hardcoat Foil-Grip 1402 as manufactured by Carlisle Coating and Waterproofing, Inc., Design Polymers DP 1010 duct sealant or equal. Screw or rivet all round duct joint connections.

1.10 Flexible Ducts: Flexible round duct, not to exceed five (5) foot length, may be used at connection to supply air ceiling diffusers and where shown on the drawings. NOTE: Flex duct shall not be used when connection is to a fire damper and shall only be used in concealed, accessible areas. Install with only one elbow and support with strap hanger (do not rely on ceiling). Fiberglass insulating blanket with vapor barrier.

1.11 Grilles, Registers, and Diffusers: Provide in accordance with schedule or notations on drawings.
1.12 Dampers: Provide balance dampers at all duct branches to individual diffusers, grilles, and registers (unless scheduled with diffuser). Dampers shall be locking quadrant type.

Provide damper rod extension and ceiling flange where dampers are concealed and inaccessible.
1.13 Dampers and Duct Accessories:
A. Balancing Dampers: Balancing dampers shall be provided for each supply, return, and exhaust grille and diffuser as indicated on the schedule or as shown on the plans.

Manual volume balancing dampers shall be locking quadrant type and built in accordance to SMACNA standards for low pressure duct systems. Blades and frames shall be galvanized steel construction with molded synthetic bearings. Dampers shall be single or opposed blade type.
(Rectangular duct - up to 36"W x 12"H)

Ruskin Model MD25 or approved equal (rectangular duct - up to 48"W x 48"H)
Ruskin Model MDR25 or equal (round duct - up to 20" dia.).
B. Fire Dampers: Provide dynamic fire dampers of size indicated on drawings. Each fire damper shall be 1-1/2-hour fire rated under UL Standard 555, and consequently labeled as such. Fire dampers shall be provided with integral 20 ga. galvanized steel factory sleeve and mounting angles. Curtain Type 24 ga. galvanized steel blades shall be compactly grouped in the head of the frame out of the airstream. 212 Degree F. fusible link (provide elevated temperature rating where required). Fire dampers shall be approved for vertical or horizontal installation. See drawings for correct air flow configuration.

Complete installation shall conform to manufacturers installation details and UL requirements. Install necessary break-away duct/sleeve connectors as required.
Ruskin Model DIBD20 Style B or approved equal (rectangular duct).
Ruskin Model DIBD20 Style LR or approved equal (round duct).
Ruskin Model DIBD20 Style G or approved equal (grille connection).

C. Backdraft Dampers: Provide backdraft dampers of size indicated on drawings. 4" Deep extruded aluminum (.081" thickness) frame with aluminum vinyl edged blades and dustproof shaft bearings. Blades shall incorporate an adjustable counterebalance and shall be suitable for horizontal or vertical mounting. Ruskin Model CB04 or approved equal.
D. Control Dampers: Provide automatic control dampers of size indicated on drawings. Automatic dampers, where not furnished under Temperature Control Section (15900) shall be equal to Ruskin Model CD36 or approved equal. Outside air, low leakage type dampers, shall be equal to Ruskin Model CD50 or approved equal. Dampers shall be parallel blade type action with factory installed 120-volt electric actuator. Actuator shall be a normally closed two-position (open/closed) type with a maximum duration from full close to full open of 20 seconds. A maximum travel adjustment shall be provided for field balancing. See electrical plans for wiring and interlocks.

All wiring by the Electrical Contractor.
E. Access Doors: Access doors shall be double skin, insulated, hinged type with locking latches. 22 Ga. galvanized steel and pressure switch accessible for service. Provide automatic reset high limit switch - air pressure switch - manual rollout safety switch - flame sensor.
1.05 Duct Sizes: All duct sizes indicated on plans are inside clear dimensions. Overall duct sizes

heating stages, or modulating turndown as specified).
Direct Expansion Coils - copper tubes, insulation and mechanically bonded aluminum fins - expansion valve on evaporator.
Evaporizer - fully modulating 0 to 100% motor and dampers - barometric relief / power exhaust - minimum position outside air setting - preset linkage - factory installed and wired - solid state enthalpy and differential enthalpy control - bird screen.
Outside air damper shall close on indoor fan shutdown.
Condensing Unit - Compressor with crank-shaft lubrication - crankcase heater - discharge temperature limiter - current and temperature sensing motor overloads - 5-year compressor warranty on parts. Coil hall guard (wire guard not acceptable).

Manual outside air damper - field set to provide outside air indicated on schedule - field installed rain hood and bird screen.
Refrigeration Cycle Controls - multiple compressors (where scheduled) - compressor controller - condenser and evaporator fan contractors - 24-volt transformer - low and high pressure cutouts - low ambient controls - 35 deg. F. - compressor protection cutout with reset - reset relay to prevent unit cycling on overloads - high capacity liquid receiver - expansion and contraction. Thoroughly clean before installing - no sand, dirt, filings, etc.

1.01 Work Included: Installation of electric heaters and accessories.
1.02 Reference Standard: Equipment shall be UL or ETL approved. All heaters shall meet the requirements of the National Electric Code.
1.03 Performance: All units shall meet or exceed performance indicated in the equipment schedules and shall be selected at conditions indicated in the schedule.

1.04 Acceptable Manufacturers:
A. Electric Radiant Cove Heater
1. Markel
2. Qmark
3. Berko
4. Engineer pre-approved equal.
B. Electric Baseboard Heaters
1. Markel
2. Qmark
3. Berko
4. Engineer pre-approved equal.

1.05 Submittals: Submit shop drawings of electric heaters and accessories.
1.06 Electric Cove Heaters: See schedule on the drawings.
Equipment supplier shall provide complete wiring diagrams for field wiring and controls connections.

All electrical wiring by the Electrical Contractor.
1.07 Electric Baseboard Heaters: See schedule on drawings.
Unit shall be UL, E.T.L., listed electric baseboard heater. Heavy-gauge, extruded aluminum one-piece front cover and grille with back panel equipped with electrical knockouts on each end adjacent to junction box. Manufacturers standard power-coated bronze finish. Coordinate color with Architect prior to ordering. End caps, inside and outside corner sections, control sections and splice plates as required. Furnish with appropriate wall mounting hardware.
High mass sheathed element construction with Nickel-chromium resistance wire embedded in dielectric to ensure proper heat transfer. Aluminum fins mechanically bonded to stainless steel tube for even heat transfer. Manual reset hydrostatic thermal overload coating full length of heating element.
Thermostat and disconnected switch factory wired in enclosed junction box and end of heater endoused.

Equipment supplier shall provide complete wiring diagrams for field wiring and controls connections.
All electrical wiring switch by the electrical contractor.
AIR DISTRIBUTION 15840

1.01 Work Included: All duct distribution, grilles, registers, dampers, etc. required for a complete and operational system.
1.02 Reference Standards: Installation and fabrication of all ductwork shall conform with the latest edition SMACNA duct manuals, ASHRAE handbooks and local codes.
Construct ductwork to NFPA 90A Standard for the Installation of Air Conditioning and Ventilating Systems, and NFPA 90B Standard for the Installation of Warm Air Heating and Cooling Systems. Fans shall bear the AMCA Certified Ratings, Fans and UL Label.

Refrigerant piping by Mechanical Installer. All SMACNA's HVAC Duct Construction Standards - Metal and Flexible; Figure 2-19, "Flexible Duct Liner Installation."
1.08 Filters: Furnish filters with equipment. Replace all filters upon completion of project and leave one extra set of filters for Owner. Provide replacement chart to Owner showing each piece of equipment requiring filters, type of filter, and quantity. Throwaway filters shall be of one manufacturer.
GAS FIRED HEATERS 15811

1.01 Installation of gas-fired unit heaters including flues and combustion air ductwork as required.
1.02 Reference Standard: All equipment shall be CSA certified to ANSI Standard Z83.8/CSA 2.6 and ASHRAE 90.1 compliant. All equipment shall meet code minimum energy efficiency requirements (or greater where scheduled/listed on plans).

1.03 Performance: All units shall meet or exceed performance indicated in the equipment schedules and shall be selected at conditions indicated in the schedule.
1.04 Acceptable Manufacturers:
A. Ductwork (Rectangular)
1. Installing contractor
2. Wichita Sheetmetal
3. Engine pre-approved equal
B. Ductwork (Round-Spiral)
1. Installing Contractor
2. Wichita Sheetmetal
3. Kruse Corporation
4. Engineer pre-approved equal
C. Ductwork (Round Snap-Lock)
1. Wichita Sheetmetal
2. Engine pre-approved equal
D. Flexible Ductwork
1. Thermaflex Type M-KE
2. Alco

E. Grilles, Registers, & Diffusers
1. Taus
2. Krueger
3. Carnes
4. Nalor
5. Greenheck
F. Dampers & Duct Accessories
1. Ruskin
2. Potbott
3. Price
4. Nalor
5. Greenheck
1.04 Submittals: Submit shop drawings of fans, roof hoods, grilles, registers and dampers, flexible ductwork, dampers, fire/smoke dampers, and duct accessories.

Unit shall of schedule size sealed combustion design, factory assembled, piped, and wired. Cabinetry of heavy gauge material and painted, manufacturers standard color and enamel finish. Insulated with foil faced insulation with fire hazard classification of 2500 Flame Spread/Smoke Developed Rating. Unit to include hanger bracket for unit suspension. Combustion chamber must be completely sealed to prevent infiltration of air from the space into the combustion burner.
24-volt, single-stage redundant gas control valve of fast opening type. Direct spark ignition system with integrated control - flame rectification shall be independent of the spark ignitor. Integrated electronic control board with onboard LED indicator for troubleshooting. Factory mounted control transformer any and pressure switch accessible for service. Provide automatic reset high limit switch - air pressure switch - manual rollout safety switch - flame sensor.

Provide a single-stage mercury free, low

Heating stages, or modulating turndown as specified).
Direct Expansion Coils - copper tubes, insulation and mechanically bonded aluminum fins - expansion valve on evaporator.
Evaporizer - fully modulating 0 to 100% motor and dampers - barometric relief / power exhaust - minimum position outside air setting - preset linkage - factory installed and wired - solid state enthalpy and differential enthalpy control - bird screen.
Outside air damper shall close on indoor fan shutdown.
Condensing Unit - Compressor with crank-shaft lubrication - crankcase heater - discharge temperature limiter - current and temperature sensing motor overloads - 5-year compressor warranty on parts. Coil hall guard (wire guard not acceptable).

Manual outside air damper - field set to provide outside air indicated on schedule - field installed rain hood and bird screen.
Refrigeration Cycle Controls - multiple compressors (where scheduled) - compressor controller - condenser and evaporator fan contractors - 24-volt transformer - low and high pressure cutouts - low ambient controls - 35 deg. F. - compressor protection cutout with reset - reset relay to prevent unit cycling on overloads - high capacity liquid receiver - expansion and contraction. Thoroughly clean before installing - no sand, dirt, filings, etc.

1.01 Work Included: All piping and duct system insulation and acoustical liner.
1.02 Acceptable Manufacturers:
A. Fiberglass Insulation
1. Owens Corning
2. Johns-Manville
3. Knuf
4. Certainted
B. Foamed Plastic Insulation
1. Armstrong Armalex
2. Rubatex

1.03 Refrigerant Suction: Pipe sizes up to 1 1/4" - 1/2" thick; 1 1/2" and larger: 1" thick foamed plastic or polyurethane insulation - Where specified, use refer to two (2) coats of manufacturer recommended ultraviolet protective coating.
1.04 Duct Insulation: Insulate all concealed round supply air ducts and ducts with 1 1/2" thick R-8 minimum faced duct wrap fiberglass insulation (seal and tape all joints and seams). Round ductwork exposed in conditioned space does not require insulation.
1.05 Duct Liner: Line all rectangular supply and return air ducts and plenums with 1 1/2" thick, 1.5 pc acoustical liner with a minimum R-value = 6.0. Liner to comply with ASTM C 1071, NFPA 90A, or NFPA 90B; and with NAIMA AH124, "Fibrous Glass Duct Liner Standard."

Apply antimicrobial erosion-resistant coating to the interior of the liner that will form the surface of the duct to act as a moisture repellent and erosion-resistant coating. Antimicrobial compound shall be tested for efficacy by an NRTL and registered by the EPA for use in HVAC systems.
Solvent or water-based liner adhesive to comply with NFPA 90A or NFPA 90B and with ASTM C 916.
Cupped-head, capacitor-discharge-weld pins shall consist of copper- or zinc-coated steel pin, fully annealed for capacitor-discharge welding. 0.135-inch diameter shaft, length to suit depth of insulation indicated with integral 1-1/2-inch (38-mm) galvanized carbon-steel washer.

Insulation-retaining washers shall be self-slicing formed from 0.016-inch-thick galvanized steel, aluminum or stainless steel with beveled edge size as required to hold insulation securely in place but not less than 1-1/2 inches in diameter.
Shop application of duct liner shall comply with SMACNA's HVAC Duct Construction Standards - Metal and Flexible; Figure 2-19, "Flexible Duct Liner Installation."

1.08 Filters: Furnish filters with equipment. Replace all filters upon completion of project and leave one extra set of filters for Owner. Provide replacement chart to Owner showing each piece of equipment requiring filters, type of filter, and quantity. Throwaway filters shall be of one manufacturer.
GAS FIRED HEATERS 15811

1.01 Installation of gas-fired unit heaters including flues and combustion air ductwork as required.
1.02 Reference Standard: All equipment shall be CSA certified to ANSI Standard Z83.8/CSA 2.6 and ASHRAE 90.1 compliant. All equipment shall meet code minimum energy efficiency requirements (or greater where scheduled/listed on plans).

1.03 Performance: All units shall meet or exceed performance indicated in the equipment schedules and shall be selected at conditions indicated in the schedule.
1.04 Acceptable Manufacturers:
A. Rooftop Unit
1. Trane
2. Dakin
3. Carrier
4. Lennox
5. York
B. Ductless Split [Heat Pump] System
1. Trane
2. Engine pre-approved equal

1.05 Submittals: Submit shop drawings of rooftop units, ductless split heat pump systems and accessories.
1.06 Rooftop Unit: See schedule on drawings.
Outdoor roof mounted - self-contained unit - DX cooling and gas fired heating - weather proof and pre-wired with UL listed electrical components - air-tight, insulated cabinet with minimum 1" fiberglass vapor barrier and non-combustible pipe insulation - 2" permanent frame MERV-13 throwaway filters.

Ball or direct drive, centrifugal fan - when variable airflow is specified, modulating speed via either PE motor with VFD, or ECM - fans on VFD shall have factory installed shaft grounding rings - motor thermal overload protection - fan wheels galvanized.
Heating Section - heavy gauge aluminumized steel /stainless steel heat exchanger - gas valve - forced combustion power burners - prepurge - intermittent spark ignition - 100% safety shutoff - electronic flame sensing controls - night blower operation fan controls, 5 year limited warranty on heat exchanger.

1.05 Submittals: Submit shop drawings of rooftop units, ductless split heat pump systems and accessories.
1.06 Rooftop Unit: See schedule on drawings.
Outdoor roof mounted - self-contained unit - DX cooling and gas fired heating - weather proof and pre-wired with UL listed electrical components - air-tight, insulated cabinet with minimum 1" fiberglass vapor barrier and non-combustible pipe insulation - 2" permanent frame MERV-13 throwaway filters.

Ball or direct drive, centrifugal fan - when variable airflow is specified, modulating speed via either PE motor with VFD, or ECM - fans on VFD shall have factory installed shaft grounding rings - motor thermal overload protection - fan wheels galvanized.
Heating Section - heavy gauge aluminumized steel /stainless steel heat exchanger - gas valve - forced combustion power burners - prepurge - intermittent spark ignition - 100% safety shutoff - electronic flame sensing controls - night blower operation fan controls, 5 year limited warranty on heat exchanger.

1.05 Submittals: Submit shop drawings of fans, roof hoods, grilles, registers and dampers, flexible ductwork, dampers, fire/smoke dampers, and duct accessories.
Unit shall of schedule size sealed combustion design, factory assembled, piped, and wired. Cabinetry of heavy gauge material and painted, manufacturers standard color and enamel finish. Insulated with foil faced insulation with fire hazard classification of 2500 Flame Spread/Smoke Developed Rating. Unit to include hanger bracket for unit suspension. Combustion chamber must be completely sealed to prevent infiltration of air from the space into the combustion burner.
24-volt, single-stage redundant gas control valve of fast opening type. Direct spark ignition system with integrated control - flame rectification shall be independent of the spark ignitor. Integrated electronic control board with onboard LED indicator for troubleshooting. Factory mounted control transformer any and pressure switch accessible for service. Provide automatic reset high limit switch - air pressure switch - manual rollout safety switch - flame sensor.

Provide a single-stage mercury free, low

continuously without loss of any pressure.
Individual System Tests:
1. Natural gas piping tested under 30 PSI air pressure.
2. Refrigerant piping tested under 300 PSI nitrogen gas pressure.
3. High natural pressure gas piping tested under 60 PSI air pressure.
5'-0" for cast iron soil pipe, ABS & PVC plastic pipe.
8'-0" for copper, iron and steel piping up to 1" size.
10'-0" for copper, iron and steel piping above 1" size.
1.07 Piping Installation: Evenly spaced - run harmoniously with the building walls and ceilings. Installed in the desired location as indicated on drawings. Certain branch piping may be rerouted, providing rerouting does not alter intended design. Installed in strict accordance with manufacturer's instructions. Piping not sized on drawings shall be sized by the Engineer.
Provide unions and isolation valves at all equipment to facilitate removal. Install gas piping in open or ventilated areas. Use non-sparking fittings where joining dissimilar metals. Slope all drainage piping 1/4" per foot (18" per foot for DWV piping 4" and larger). Arrange piping in a manner to allow for expansion and contraction. Thoroughly clean before installing - no sand, dirt, filings, etc.

1.08 Filters: Furnish filters with equipment. Replace all filters upon completion of project and leave one extra set of filters for Owner. Provide replacement chart to Owner showing each piece of equipment requiring filters, type of filter, and quantity. Throwaway filters shall be of one manufacturer.
GAS FIRED HEATERS 15811

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1.03 Performance: All units shall meet or exceed performance indicated in the equipment schedules and shall be selected at conditions indicated in the schedule.
1.04 Acceptable Manufacturers:
A. Rooftop Unit
1. Trane
2. Dakin
3. Carrier
4. Lennox
5. York
B. Ductless Split [Heat Pump] System
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2. Engine pre-approved equal

1.05 Submittals: Submit shop drawings of rooftop units, ductless split heat pump systems and accessories.
1.06 Rooftop Unit: See schedule on drawings.
Outdoor roof mounted - self-contained unit - DX cooling and gas fired heating - weather proof and pre-wired with UL listed electrical components - air-tight, insulated cabinet with minimum 1" fiberglass vapor barrier and non-combustible pipe insulation - 2" permanent frame MERV-13 throwaway filters.

Ball or direct drive, centrifugal fan - when variable airflow is specified, modulating speed via either PE motor with VFD, or ECM - fans on VFD shall have factory installed shaft grounding rings - motor thermal overload protection - fan wheels galvanized.
Heating Section - heavy gauge aluminumized steel /stainless steel heat exchanger - gas valve - forced combustion power burners - prepurge - intermittent spark ignition - 100% safety shutoff - electronic flame sensing controls - night blower operation fan controls, 5 year limited warranty on heat exchanger.

1.05 Submittals: Submit shop drawings of rooftop units, ductless split heat pump systems and accessories.
1.06 Rooftop Unit: See schedule on drawings.
Outdoor roof mounted - self-contained unit - DX cooling and gas fired heating - weather proof and pre-wired with UL listed electrical components - air-tight, insulated cabinet with minimum 1" fiberglass vapor barrier and non-combustible pipe insulation - 2" permanent frame MERV-13 throwaway filters.

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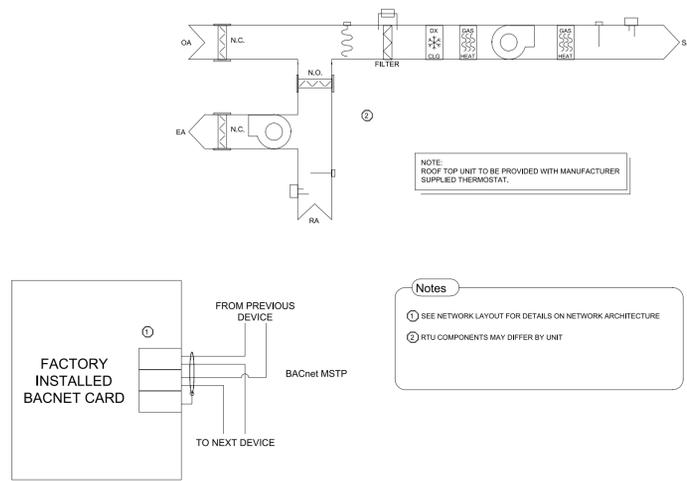
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GENERAL PROVISIONS 15010
1.01 Furnish all labor, materials, equipment, fixtures, apparatus, special or occasional services, and other appurtenances required for installation of complete and operational heating, ventilating, air conditioning (HVAC) systems as indicated on the drawings and as described in these specifications. This work shall include all materials, apparatus, and appliances not specifically mentioned herein or noted on the Drawings as being furnished and installed under another section.
1.02 Work Included: This work includes but is not limited to the following systems: Natural gas, and condensate drainage, refrigerant, supply and return HVAC, and temperature controls.
1.03 Related Requirements: Prime and protective painting is included in this section; finish painting is specified elsewhere. Temperature controls including low voltage wiring and components are included in this section. Power for temperature controls, interlocks and line voltage electrical power is specified elsewhere. Duct mounted access doors are included in this section; access doors in gyp board walls, ceilings, etc., is specified elsewhere.
Concrete mounting slabs and structural steel reinforcing is specified elsewhere.

Miscellaneous fittings, brackets, supports, etc. as indicated in this section and other metal work is specified elsewhere. Flashings, counter flashings, caulking, sealants, etc. as required for weatherproofing mechanical penetrations through walls, floors, and roofs are included in this section; other waterproofing is specified elsewhere.
1.04 Coordination with Other Trades: These drawings are diagrammatical in nature and show certain physical relationships which shall be established by the contractor. Install the system within the constraints of the building in an approved manner and coordinate with other trades to ensure harmonious working conditions and proper installation.
1.05 Permits and Inspections: Obtain all permits and inspections and pay all fees for completion of this work.
1.06 Codes and Standards: Comply with the latest adopted version of the Mechanical and



- BACnet Points**
- Point List we are monitoring**
- Alarm Relay Output Status
 - Application Mode Status
 - Cool Output 1
 - Cool Output 2
 - Diagnostic: Fan Failure
 - Discharge Air Temperature Active
 - Heat Output 1
 - Heat Output 2
 - Mixed Air Temperature
 - Occupancy Status
 - Outdoor Air Damper Position Status
 - Primary Filter Status
 - Return Air Temperature
 - Space Humidity Active
 - Space Temperature Set Point Active
 - Space Temperature Active
 - Supply Fan Proving Status
 - Supply Fan Speed Command
 - Supply Fan Status
- Points we are writing**
- Heat Lockout Command
 - Occupancy Request
- User Adjustable Points**
- Occupied Offset
 - Space Cooling Set Point High Limit BAS
 - Space Cooling Set Point Low Limit BAS
 - Space Temperature Set Point BAS
 - Unoccupied Cooling Set Point
 - Unoccupied Heating Set point

Horace Good

Single Zone Variable Air Volume Control Sequence of Operation

General Standby Mode:
During normal occupied periods, the supply fan shall run continuously (locker room units).
During normal unoccupied periods, the supply fan shall modulate as required to maintain space set point (units other than locker room units).

Cooling Operation
Default Operation: During Cooling operation, the control will monitor the Space Temperature and Space Cooling setpoint and with a PI control algorithm determine if active cooling capacity is required. As the Space Temperature deviates from the Space Cooling Setpoint, the unit controller will calculate an active Discharge Air Cooling setpoint that the economizer (if installed) and compressor outputs will be controlled to meet. This active Discharge Air Cooling setpoint will be calculated between the Space Cooling setpoint and a user adjustable minimum (65F Default for Single Zone Variable Air Volume Control). Once the control determines that a discharge air temperature equal to the user selected minimum (65F Default) is required to meet the space cooling demand, if the space demand continues to increase, the supply fan speed will be allowed to increase above its minimum speed proportionally to meet the additional demand.

Alternate Economizer Operation:
Under the Default Operation, as described above, the supply fan speed will remain at minimum speed, as determined by the active cooling stages, until the space demand requires an increase in supply airflow. The customer will have the ability to choose to allow the supply fan speed to increase when the economizer is enthalpy enabled in order to realize the maximum cooling capacity of the economizer, prior to energizing compressor outputs, when the space requires active cooling capacity. All cooling capacity demand decisions will function as described in the "Default Operation" section above with the exception of the supply fan speed when the unit has an active cooling demand and the economizer is enthalpy enabled.

Locker Room Operation Econom izer:
Under the Default Operation, as described above, the supply fan speed will remain at a determined speed (by TAB contractor), to maintain scheduled airflow and required pressures. When economizer operation is enabled by enthalpy, outside air will be limited to a predetermined flow position to maintain a slight negative pressure in the space. Active cooling will then be enabled to maintain space temperature as needed. All cooling capacity demand decisions will function as described in the "Default Operation" section above with the exception of the supply fan speed when the unit has an active cooling demand and the economizer is enthalpy enabled.

Heating Operation
During Heating operation, the control will monitor the Space Temperature and Space Heating setpoint and with a PI control algorithm determine if active heating capacity is required. As the Space Temperature deviates from the Space Heating Setpoint, the unit controller will increase the supply airflow up to the user selected, application specific, maximum airflow and begin to stage heating outputs (gas or electric) to meet the space demand. The customer will also have the ability to enable Supply Air Tempering control which will allow the unit to bring on one stage of heating when the discharge air temperature falls below the Space Heating Setpoint - 10°F and the unit is operating in a minimum ventilation state with the supply fan running (not actively heating or cooling). The supply fan output will increase to the user selected, application specific, maximum airflow during Supply Air Tempering operation.

Sequence of Operation (if applied in a SINGLE-ZONE VAV SYSTEM)

A. SYSTEM OPERATING MODES:
The System Controller shall send the equipment controllers Occupied/Unoccupied, Morning Warm-up/Pre-cool, and Heat/Cool modes. If communication is lost, the equipment controllers shall operate using default modes and setpoints.

1. NIGHT SETBACK:
During unoccupied mode, the system shall shut off. If the zone temperature drifts to the unoccupied heating or cooling setpoint, the system shall start up to heat or cool the zone, while the OA damper remains closed (unless economizing).

2. OPTIMAL START:
The System Controller shall automatically determine the optimal start time, such that each zone reaches its occupied setpoint just in time for scheduled occupancy.

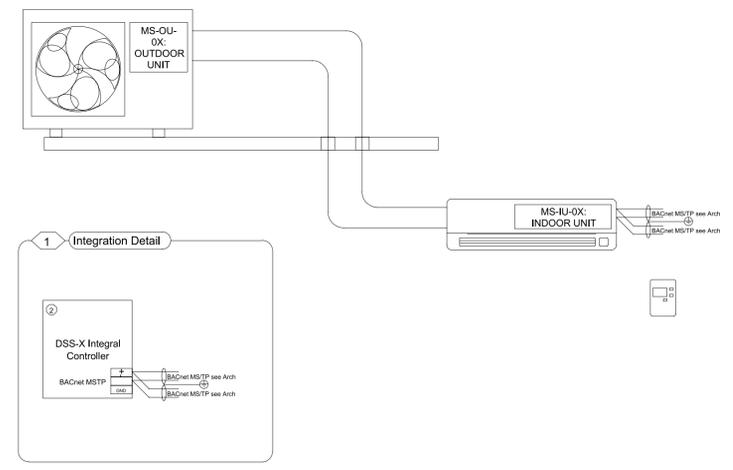
3. DEMAND-CONTROLLED VENTILATION: For those zones equipped with an occupancy sensor or CO2 sensor, outdoor airflow shall be reset based on occupancy status and/or measured CO2 concentration.

C. SINGLE-ZONE VAV SYSTEM

1. OCCUPIED HEAT/COOL:
The RTU shall modulate the supply fan, modulate (or cycle) compressors, modulate (or stage) heat, and/or enable/inside economizing to maintain zone temperature at setpoint. The OA damper shall modulate, in proportion to changing supply fan speed, to bring in the required amount of ventilation.

2. MORNING WARM-UP/PRE-COOL:
The RTU shall operate the supply fan and modulate (or cycle) compressors or modulate (or stage) heat to raise/lower zone temperature to its occupied setpoint. The OA damper shall remain closed, unless economizing.

1 ROOFTOP UNIT CONTROL DIAGRAM
NO SCALE



2 DUCTLESS SPLIT SYSTEM CONTROL DIAGRAM
NO SCALE

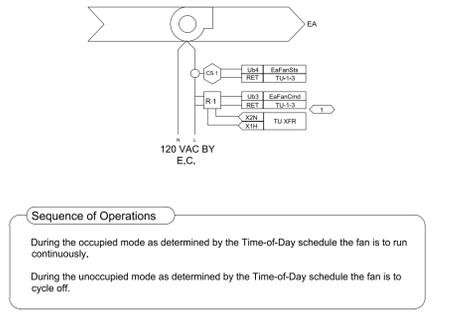
Notes

- All parts, wiring, and programming by others.
- Integrate to unit mounted controller via BACnet IP through owner network.
- Actual parts may vary. See equipment submittal for more info.

Sequence of Operation

FACTORY THERMOSTAT SHALL CYCLE FAN, COMPRESSOR AND HEAT PUMP HEATING (IF APPLICABLE) TO MAINTAIN SPACE SET POINT TEMPERATURE.

BAS TO MONITOR AND DISPLAY POINTS ON GRAPHICS AND ALARM ON HIGH ROOM TEMPERATURE OR OTHER UNIT ERROR.

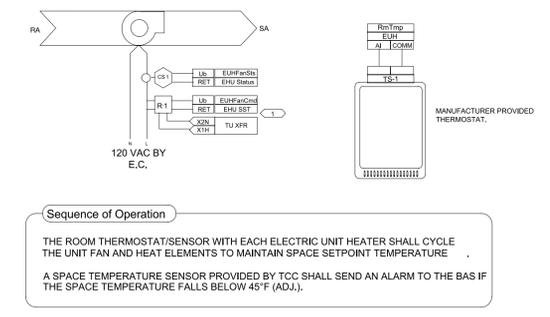


3 EXHAUST FAN CONTROL DIAGRAM
NO SCALE

Sequence of Operations

During the occupied mode as determined by the Time-of-Day schedule the fan is to run continuously.

During the unoccupied mode as determined by the Time-of-Day schedule the fan is to cycle off.



4 UNIT HEATER CONTROL DIAGRAM
NO SCALE

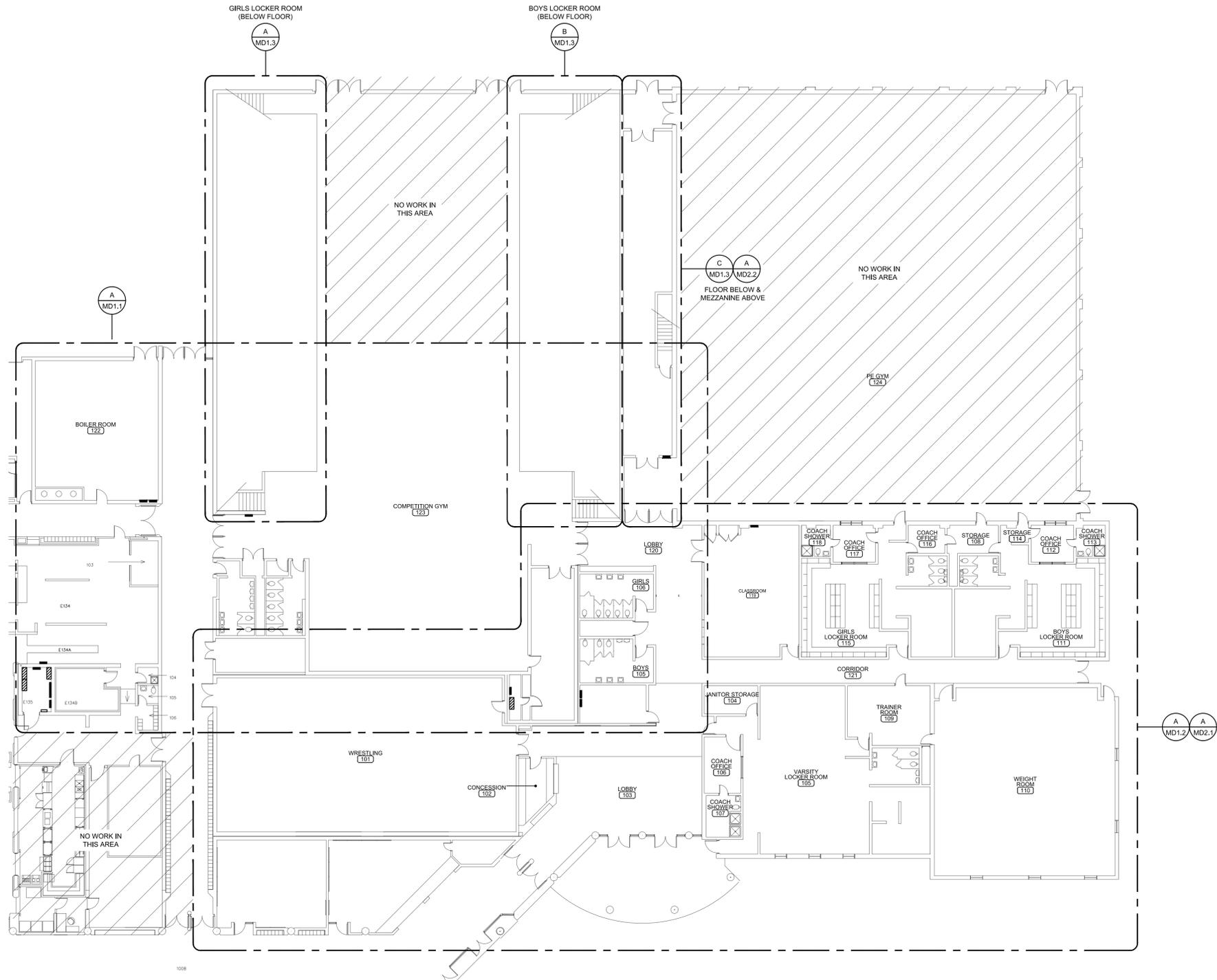
Sequence of Operation

THE ROOM THERMOSTAT/SENSOR WITH EACH ELECTRIC UNIT HEATER SHALL CYCLE THE UNIT FAN AND HEAT ELEMENTS TO MAINTAIN SPACE SETPOINT TEMPERATURE

A SPACE TEMPERATURE SENSOR PROVIDED BY TCC SHALL SEND AN ALARM TO THE BAS IF THE SPACE TEMPERATURE FALLS BELOW 45°F (ADJ.).

NOTES:

- ALL CONTROLS ARE TO BE AN EXTENSION OF THE EXISTING BUILDING CONTROLS, PROVIDED BY C&C GROUP. (CONTACT NUMBER = 316-263-7191). CONTRACTOR TO COORDINATE THE INSTALLATION OF NEW EQUIPMENT WITH CONTROLS CONTRACTOR PRIOR TO ORDERING / CONSTRUCTION.



A OVERALL DEMOLITION PLAN

0 8' 16' 32'

SCALE: 1/16" = 1'-0"

NORTH



202436



**LOCKER ROOM HVAC UPGRADES TO
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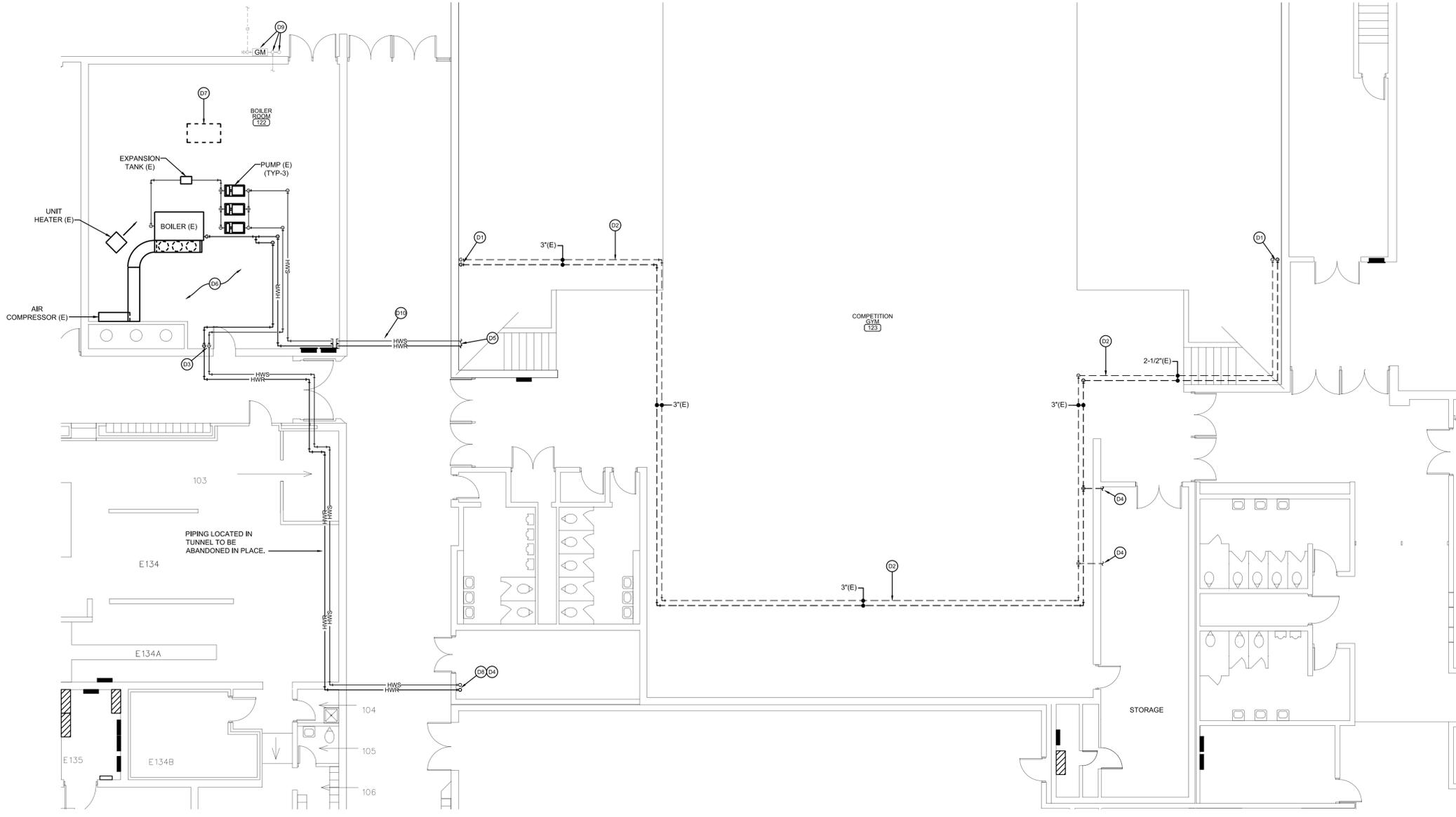
SHEET TITLE:
OVERALL DEMOLITION
PLAN

DATE:
FEBRUARY 26, 2025

MD0.1



25011.00



A BOILER ROOM & GYM - HYDRONIC DEMOLITION PLAN
SCALE: 1/8" = 1'-0"
NORTH

DEMOLITION PLAN NOTES:

- 01 REMOVE EXISTING HYDRONIC PIPING RISERS IN THIS AREA. CAP PIPING AT BLEACHER PENETRATION. EXISTING FIN TUBE HEATERS ON UPPER BLEACHERS TO BE ABANDONED IN PLACE. REFER TO PLANS 'A' AND 'B' ON SHEET MD1.3 FOR CONTINUATION.
- 02 REMOVE HYDRONIC PIPING AND ASSOCIATED HANGERS / SUPPORTS IN THEIR ENTIRETY. PATCH ALL WALL / CEILING PENETRATIONS TO MATCH ADJACENT SURFACES. (TYPICAL)
- 03 AS PART OF BASE BID, CONTRACTOR TO CUT HYDRONIC PIPE RISER ABOVE FLOOR AND CAP. HYDRONIC PIPING TO BE ABANDONED IN PLACE. ALL HYDRONIC PIPING ABOVE FLOOR TO BE REMOVED (ALTERNATE #1).
- 04 REFER TO SHEET MD1.2 FOR CONTINUATION.
- 05 REFER TO SHEET A / MD1.3 FOR CONTINUATION.
- 06 HYDRONIC PIPING AND ALL ASSOCIATED ACCESSORIES, VALVES, AND FITTINGS TO BE ABANDONED IN PLACE AND CAPPED AS REQUIRED IN THIS AREA. EXISTING BOILER, PUMPS, TANKS, COMPRESSORS, AND OTHER EQUIPMENT TO BE ABANDONED IN PLACE IN THIS AREA. REMOVE EXISTING GAS PIPING CONNECTING TO BOILER AND CAP AT MAIN.
- 07 REMOVE EXISTING COMBUSTION AIR HOOD AND CAP WITH INSULATED SHEET METAL PANEL (SEAL AIR-TIGHT).
- 08 CONTRACTOR TO CUT HYDRONIC PIPING AND CAP AT FLOOR. PIPING IN TUNNEL TO BE ABANDONED IN PLACE.
- 09 EXISTING GAS METER AND ASSOCIATED GAS PIPING UP TO ROOF TO REMAIN.
- 10 PIPING TO BE ABANDONED IN PLACE.

NOTE:
1. ALL PNEUMATIC CONTROLS AND ASSOCIATED EQUIPMENT TO BE REMOVED IN THEIR ENTIRETY. PATCH ALL WALL / CEILING PENETRATIONS TO MATCH ADJACENT SURFACES.

ALTERNATE #1:
1. REMOVE EXISTING BOILER, PUMPS, HYDRONIC PIPING, AND ALL OTHER ASSOCIATED ACCESSORIES IN BOILER ROOM 122.



202436

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BOILER ROOM & GYM
HYDRONIC DEMOLITION
PLAN
DATE:
FEBRUARY 26, 2025

Integrated Consulting Engineers, Inc.
349 South Hydrusville • Wichita, KS 67211
316.264.3588 • 316.264.9948 • www.icenginesers.net

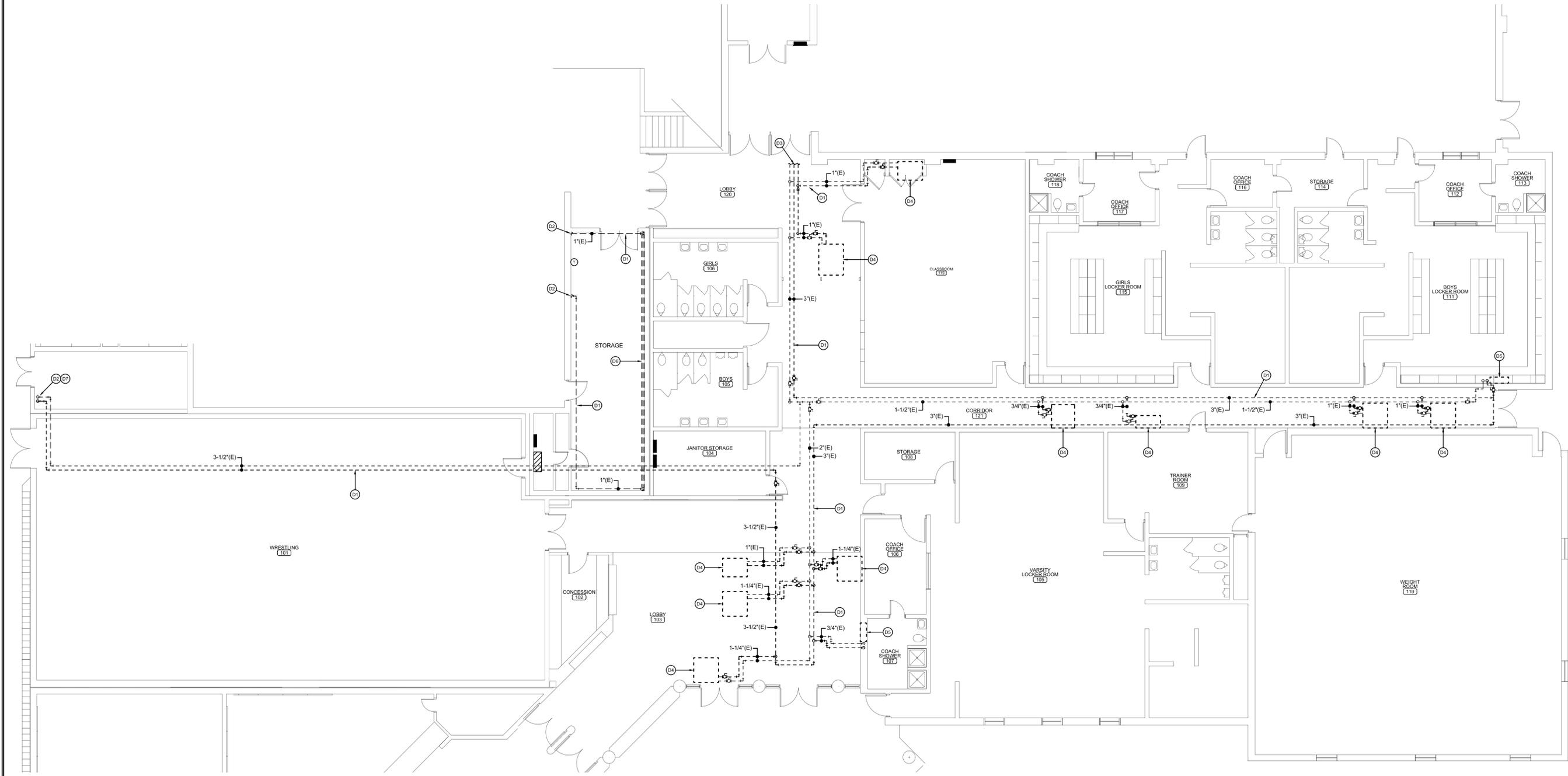
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DEMOLITION PLAN NOTES:

- (D1) REMOVE INDICATED HYDRONIC PIPING AND ASSOCIATED HANGERS / SUPPORTS IN THEIR ENTIRETY. (TYPICAL)
- (D2) REFER TO SHEET C FOR CONTINUATION.
- (D3) REFER TO SHEET C / MD1.3 FOR CONTINUATION.
- (D4) EXISTING VAV BOX, ASSOCIATED PIPING, SUPPORTS, AND CONTROLS TO BE REMOVED IN THEIR ENTIRETY.
- (D5) ABANDON CABINET UNIT HEATER IN PLACE. CAP HYDRONIC PIPING ABOVE CEILING.
- (D6) REMOVE EXISTING FIN TUBE HEATER, SHROUD, AND ALL ASSOCIATED CONTROLS. PATCH ALL WALL/ CEILING PENETRATIONS TO MATCH ADJACENT SURFACES. REFER TO SHEET M1.1 FOR NEW WORK IN THIS AREA.
- (D7) CAP EXISTING HYDRONIC PIPING AT FLOOR. PIPING IN TUNNEL TO BE ABANDONED IN PLACE.



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A HYDRONIC DEMOLITION PLAN
 SCALE: 1/8" = 1'-0"
 NORTH

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 HYDRONIC DEMOLITION
 PLAN
 DATE:
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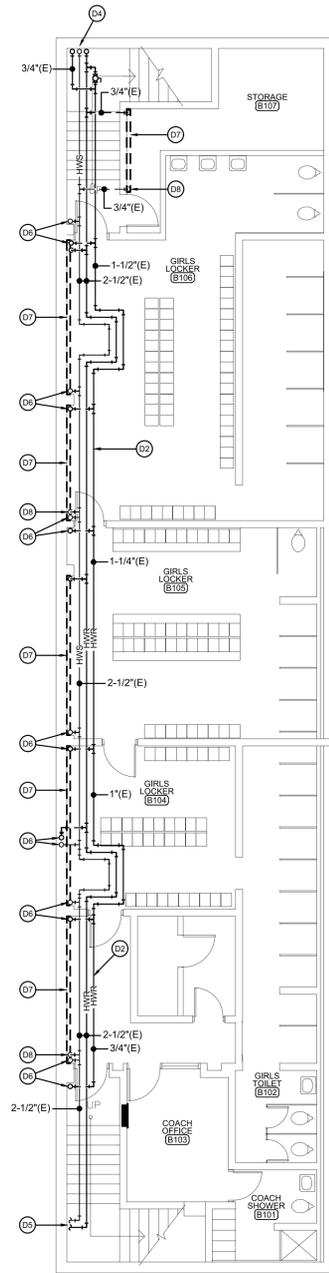
MD1.2



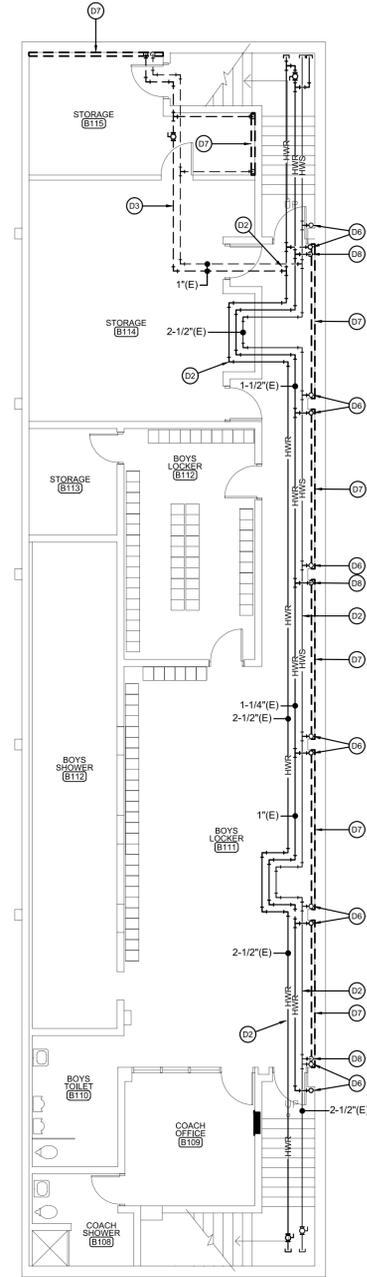
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**DEMOLITION
PLAN NOTES:**

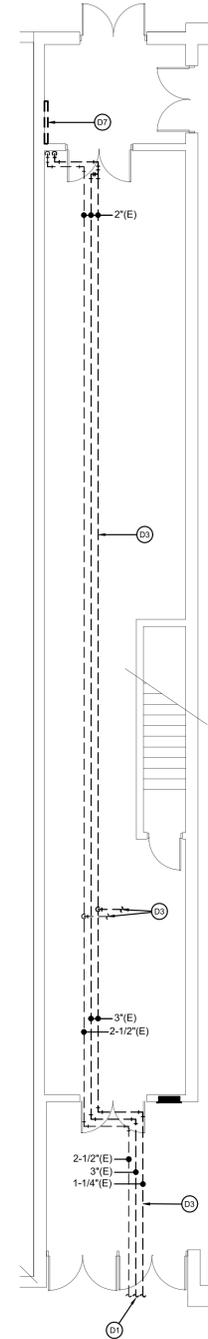
- (D1) REFER TO SHEET MD1.2 FOR CONTINUATION.
- (D2) EXISTING HYDRONIC MAINS TO BE ABANDONED IN PLACE. CAP ALL PIPING AT MAINS WHERE HYDRONIC RISERS HAVE BEEN REMOVED.
- (D3) REMOVE ALL HYDRONIC PIPING AND ASSOCIATED HANGERS / SUPPORTS IN THEIR ENTIRETY. PATCH ALL WALL / FLOOR / CEILING PENETRATIONS AS REQUIRED TO MATCH ADJACENT SURFACES (TYPICAL).
- (D4) EXISTING HYDRONIC RISERS TO BE ABANDONED IN PLACE.
- (D5) REFER TO SHEET MD1.1 FOR CONTINUATION.
- (D6) EXISTING HYDRONIC RISERS UP TO FIN TUBE HEATERS ABOVE TO BE ABANDONED IN PLACE.
- (D7) REMOVE EXISTING FIN TUBE HEATER, SHROUD, HYDRONIC PIPING, AND CONTROLS IN THEIR ENTIRETY. PAINT / PATCH WALL TO MATCH ADJACENT SURFACES.
- (D8) REMOVE EXISTING HYDRONIC RISER TO FIN TUBE HEATER AND ASSOCIATED PIPE SUPPORTS IN THEIR ENTIRETY. PATCH ALL WALL / FLOOR / CEILING PENETRATIONS TO MATCH ADJACENT SURFACES.
- (D9) EXISTING HYDRONIC RISERS TO BE ABANDONED IN PLACE.



A GIRLS LOCKER ROOM
DEMOLITION PLAN
SCALE: 1/8" = 1'-0"
NORTH



B BOYS LOCKER ROOM
DEMOLITION PLAN
SCALE: 1/8" = 1'-0"
NORTH



C FIRST FLOOR
DEMOLITION PLAN
SCALE: 1/8" = 1'-0"
NORTH



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BOYS AND GIRLS LOCKER ROOM AND FIRST FLOOR DEMOLITION PLANS
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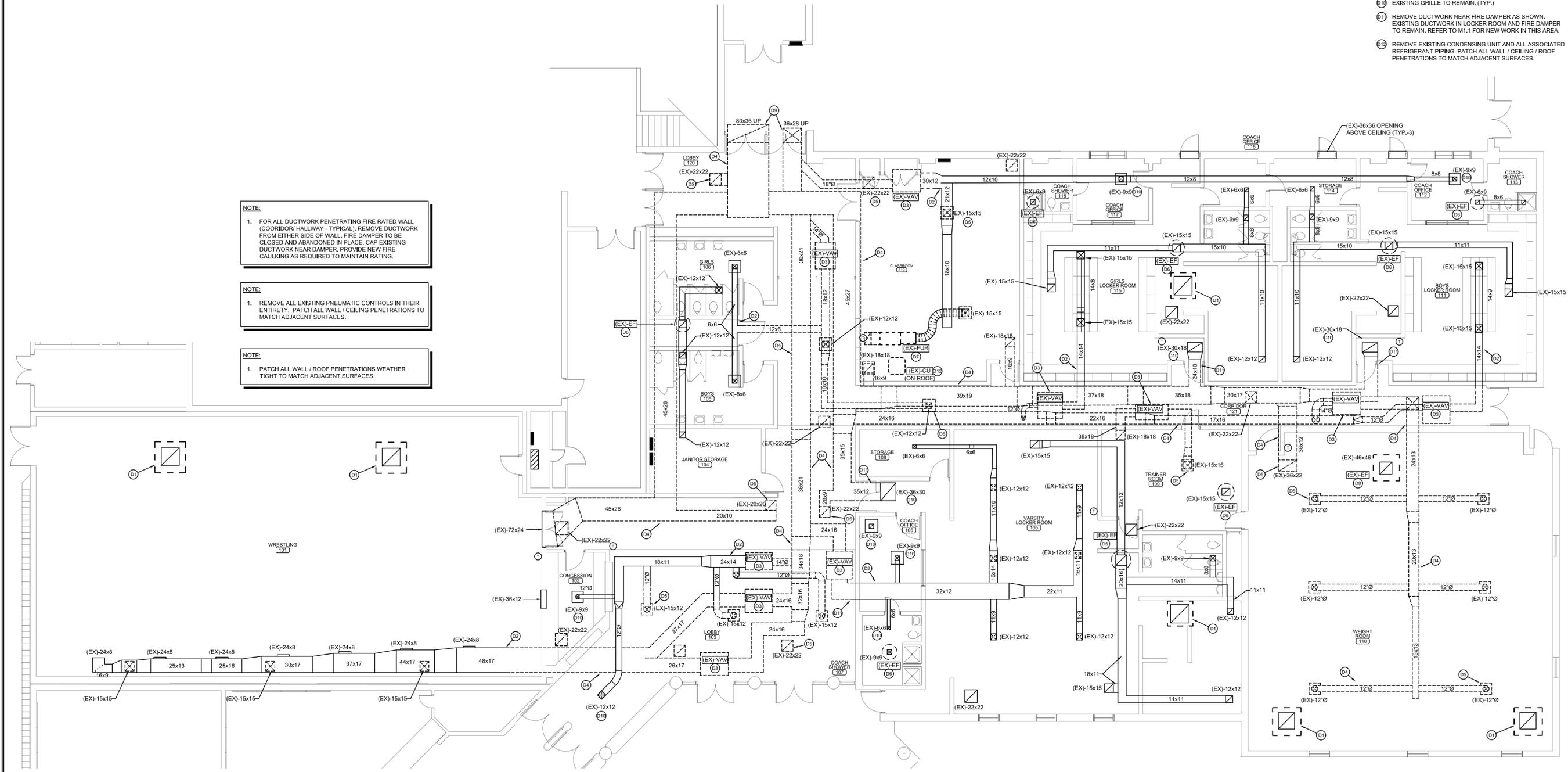


MD1.3

DEMOLITION PLAN NOTES:

- (D1) REMOVE EXISTING ROOF HOOD AND CAP WITH INSULATED SHEET METAL PANEL SEAL AIR-TIGHT. EXISTING DUCTWORK AND DAMPER TO BE ABANDONED IN PLACE.
- (D2) EXISTING DUCTWORK AND GRILLES TO REMAIN. REFER TO M1.1 FOR NEW WORK IN THIS AREA.
- (D3) REMOVE EXISTING VAV, SUPPORTS, AND CONTROLS IN THEIR ENTIRETY. REMOVE EXISTING DUCTWORK AS INDICATED ON PLAN.
- (D4) REMOVE EXISTING DUCTWORK AS SHOWN. REFER TO SHEET M1.1 FOR NEW WORK IN THIS AREA. (TYP.)
- (D5) REMOVE EXISTING GRILLE. (TYP.)
- (D6) EXISTING EXHAUST FAN TO REMAIN.
- (D7) REMOVE EXISTING FURNACE, CONDENSING UNIT, DUCTWORK, SUPPORTS, AND CONTROLS IN THEIR ENTIRETY. PATCH ALL WALL / CEILING / ROOF PENETRATIONS TO MATCH ADJACENT SURFACES.
- (D8) REMOVE EXISTING EXHAUST FAN AND ALL ASSOCIATED DUCTWORK, GRILLES, AND CONTROLS. CAP ROOF CURB WITH INSULATED SHEET METAL PANEL.
- (D9) REMOVE EXISTING DUCTWORK AS SHOWN. CAP DUCTS BELOW FLOOR ABOVE.
- (D10) EXISTING GRILLE TO REMAIN. (TYP.)
- (D11) REMOVE DUCTWORK NEAR FIRE DAMPER AS SHOWN. EXISTING DUCTWORK IN LOCKER ROOM AND FIRE DAMPER TO REMAIN. REFER TO M1.1 FOR NEW WORK IN THIS AREA.
- (D12) REMOVE EXISTING CONDENSING UNIT AND ALL ASSOCIATED REFRIGERANT PIPING. PATCH ALL WALL / CEILING / ROOF PENETRATIONS TO MATCH ADJACENT SURFACES.

- NOTE:**
- FOR ALL DUCTWORK PENETRATING FIRE RATED WALL (CORRIDOR/ HALLWAY - TYPICAL), REMOVE DUCTWORK FROM EITHER SIDE OF WALL. FIRE DAMPER TO BE CLOSED AND ABANDONED IN PLACE. CAP EXISTING DUCTWORK NEAR DAMPER. PROVIDE NEW FIRE CAULKING AS REQUIRED TO MAINTAIN RATING.
- NOTE:**
- REMOVE ALL EXISTING PNEUMATIC CONTROLS IN THEIR ENTIRETY. PATCH ALL WALL / CEILING PENETRATIONS TO MATCH ADJACENT SURFACES.
- NOTE:**
- PATCH ALL WALL / ROOF PENETRATIONS WEATHER TIGHT TO MATCH ADJACENT SURFACES.



A HVAC DEMOLITION PLAN

SCALE: 1/8" = 1'-0"

NORTH



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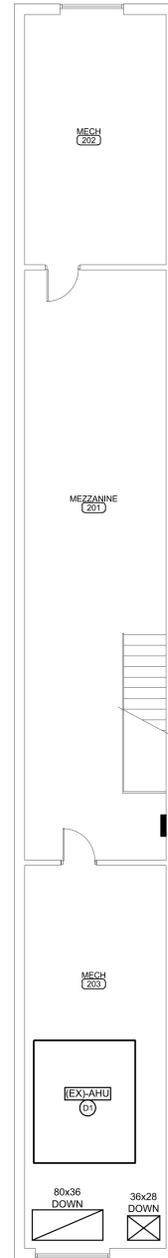


DEMOLITION PLAN NOTES:

- (1) EXISTING AIR HANDLER AND ASSOCIATED DUCTWORK TO BE ABANDONED IN PLACE.

ALTERNATE #2:

1. REMOVE EXISTING AIR HANDLER AND ALL ASSOCIATED DUCTWORK, PIPING AND CONTROLS IN THEIR ENTIRETY. PATCH EXTERIOR LOUVER WITH INSULATED SHEET METAL PANEL, SEAL AIR-TIGHT, OWNER TO PATCH FLOOR.



A MEZZANINE HVAC DEMOLITION PLAN

0 4' 8' 16'

SCALE: 1/8" = 1'-0"

NORTH



202436



**LOCKER ROOM HVAC UPGRADES TO
 HORACE GOOD MIDDLE SCHOOL**

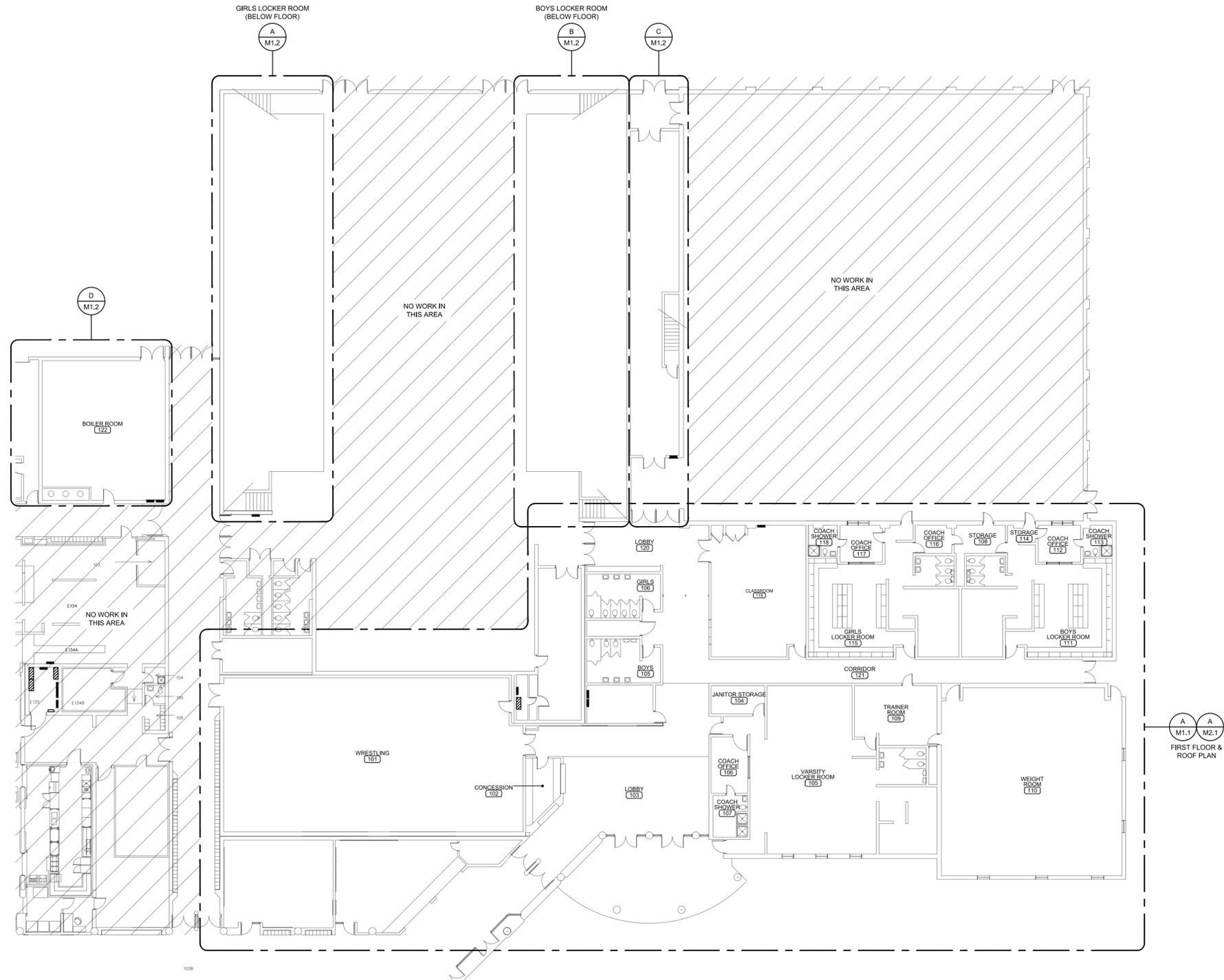
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 MEZZANINE HVAC
 DEMOLITION PLAN

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A OVERALL MECHANICAL PLAN
 SCALE: 1/16" = 1'-0"
 NORTH



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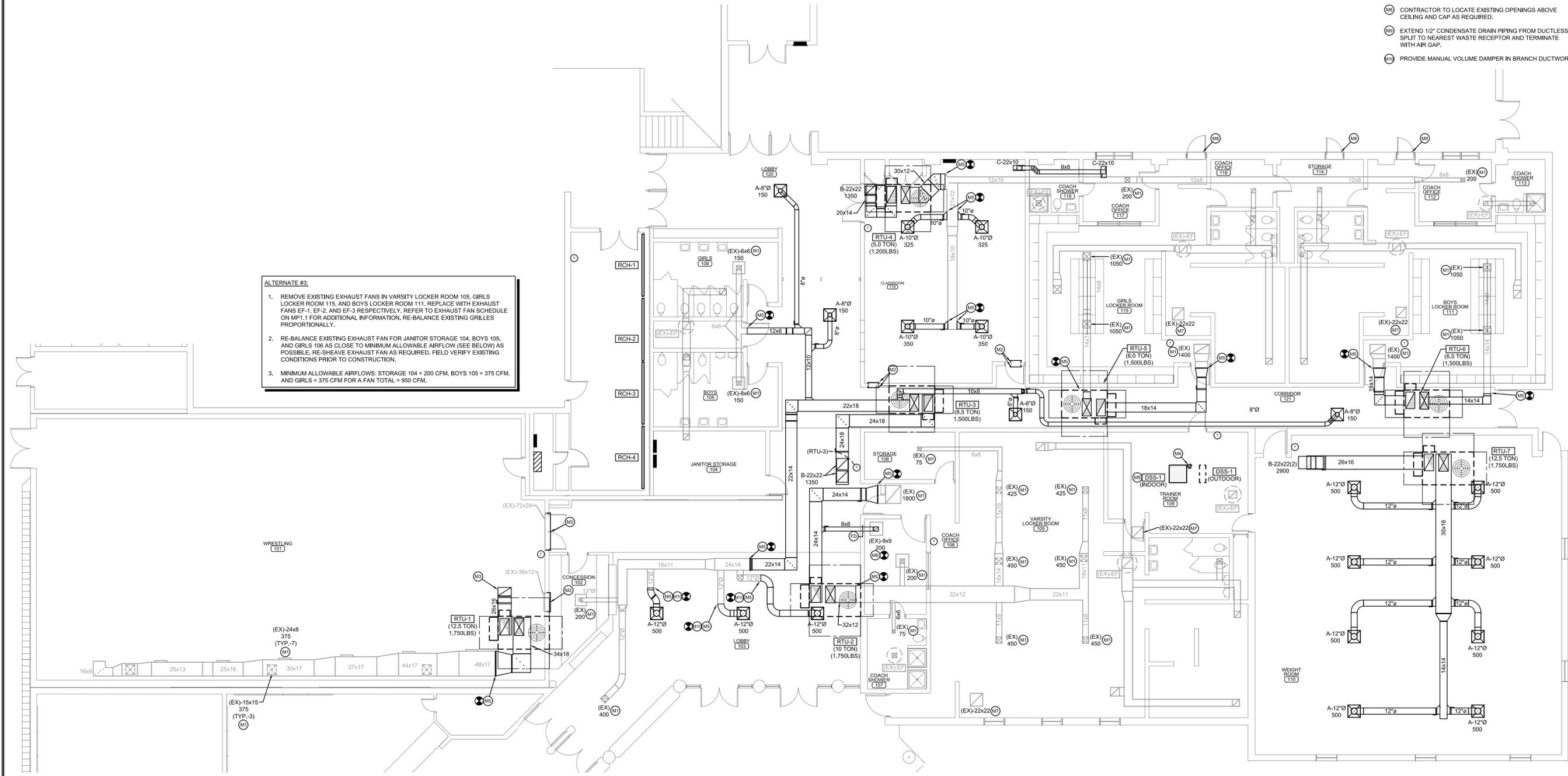


MECHANICAL PLAN NOTES:

- (M) RE-BALANCE EXISTING GRILLES TO CFM INDICATED, (TYP.)
- (M) CAP EXISTING DUCTWORK AT EXISTING FIRE DAMPER IN FIRE RATED WALL. FIELD VERIFY EXACT LOCATION PRIOR TO CONSTRUCTION.
- (M) TERMINATE RETURN AIR DUCT WITH EXPANDED METAL SCREEN.
- (M) EXTEND 6" OUTSIDE AIR DUCT UP TO COOK MODEL PR-8 ROOF HOOD. PROVIDE MANUAL VOLUME DAMPER WITH LOCKING QUADRANT AND (2) POSITION MOTORIZED CONTROL DAMPER (LOW VOLTAGE) IN OUTSIDE AIR DUCT. INTERLOCK CONTROL DAMPER TO SUPPLY FAN CONTROL. BALANCE MANUAL DAMPER TO 60 CFM. SEAL ROOF PENETRATION WEATHER TIGHT.
- (M) CONNECT DUCTWORK TO EXISTING DUCTWORK AS SHOWN. FIELD VERIFY EXACT LOCATION OF EXISTING DUCTWORK AND CONNECTION REQUIREMENTS PRIOR TO CONSTRUCTION.
- (M) EXTEND DUCTWORK AND CONNECT TO EXISTING GRILLE AS REQUIRED. FIELD VERIFY EXACT LOCATION OF EXISTING GRILLE AND CONNECTION REQUIREMENTS PRIOR TO CONSTRUCTION.
- (M) REMOVE EXISTING GRILLE AND PROVIDE INSULATED SHEET METAL PANEL. INSTALL PANEL IN CEILING AND SECURE AIR TIGHT. REINSTALL EXISTING GRILLE TO COVER PANEL.
- (M) CONTRACTOR TO LOCATE EXISTING OPENINGS ABOVE CEILING AND CAP AS REQUIRED.
- (M) EXTEND 1/2" CONDENSATE DRAIN PIPING FROM DUCTLESS SPLIT TO NEAREST WASTE RECEPTOR AND TERMINATE WITH AIR GAP.
- (M) PROVIDE MANUAL VOLUME DAMPER IN BRANCH DUCTWORK.

ALTERNATE #3:

- REMOVE EXISTING EXHAUST FANS IN VARSITY LOCKER ROOM 105, GIRLS LOCKER ROOM 115, AND BOYS LOCKER ROOM 111. REPLACE WITH EXHAUST FANS EF-1, EF-2, AND EF-3 RESPECTIVELY. REFER TO EXHAUST FAN SCHEDULE ON MP1.1 FOR ADDITIONAL INFORMATION. RE-BALANCE EXISTING GRILLES PROPORTIONALLY.
- RE-BALANCE EXISTING EXHAUST FAN FOR JANITOR STORAGE 104, BOYS 105, AND GIRLS 106 AS CLOSE TO MINIMUM ALLOWABLE AIRFLOW (SEE BELOW) AS POSSIBLE. RE-SHEAVE EXHAUST FAN AS REQUIRED. FIELD VERIFY EXISTING CONDITIONS PRIOR TO CONSTRUCTION.
- MINIMUM ALLOWABLE AIRFLOWS: STORAGE 104 = 200 CFM, BOYS 105 = 375 CFM, AND GIRLS = 375 CFM FOR A FAN TOTAL = 950 CFM.



A HVAC PLAN
 SCALE: 1/8" = 1'-0"
 NORTH

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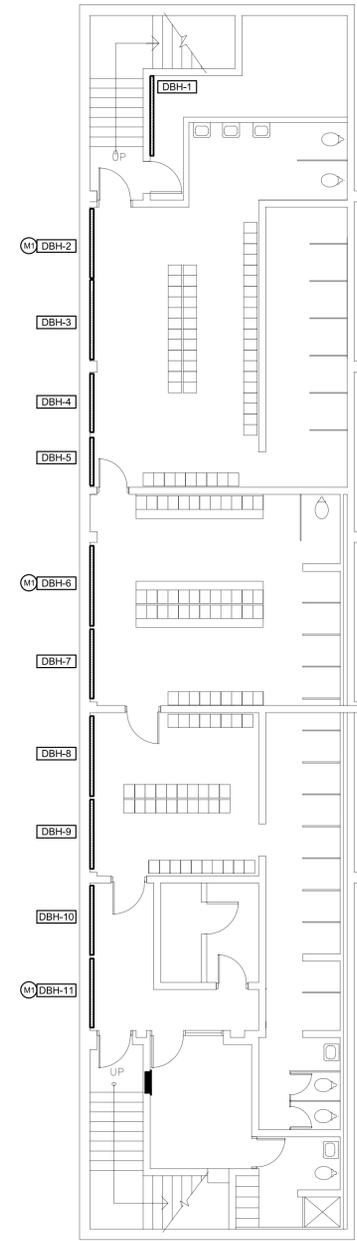
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**MECHANICAL
PLAN NOTES:**

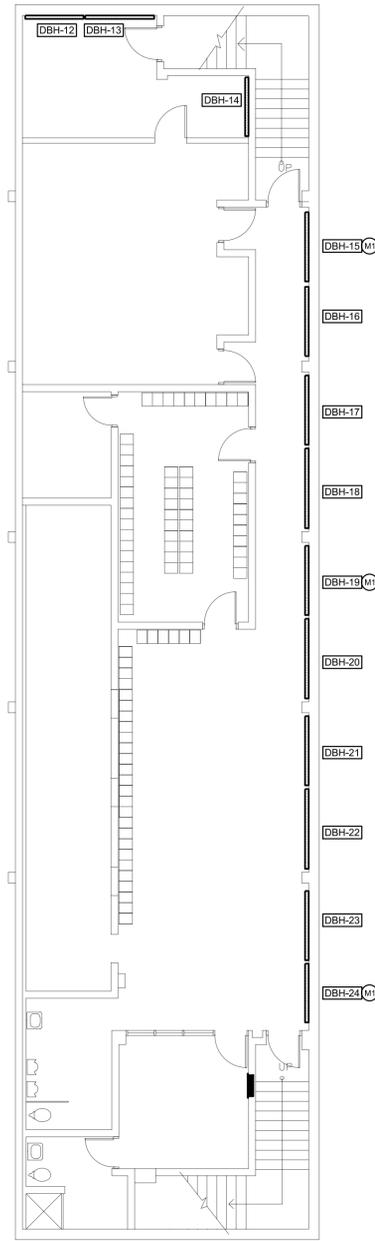
- (M1) CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS AND SPACE BETWEEN PYLASTERS ALLOW FOR INSTALLATION OF SCHEDULED UNITS PER MANUFACTURERS RECOMMENDATIONS. (TYP.)
- (M2) EXTEND VENT AND INTAKE PIPING UP THROUGH ROOF AND TERMINATE WITH CONCENTRIC TERMINATION KIT PER MANUFACTURERS RECOMMENDATIONS. REFER TO CONCENTRIC TERMINATION KIT DETAIL FOR ADDITIONAL INFORMATION. COORDINATE LOCATION WITH G.C.
- (M3) EXTEND GAS PIPING AND CONNECT TO EXISTING GAS PIPING IN THIS AREA. CONTRACTOR TO FIELD VERIFY EXACT LOCATION AND CONNECTION REQUIREMENTS PRIOR TO CONSTRUCTION.
- (M4) EXISTING GAS PIPING UP TO ROOF.



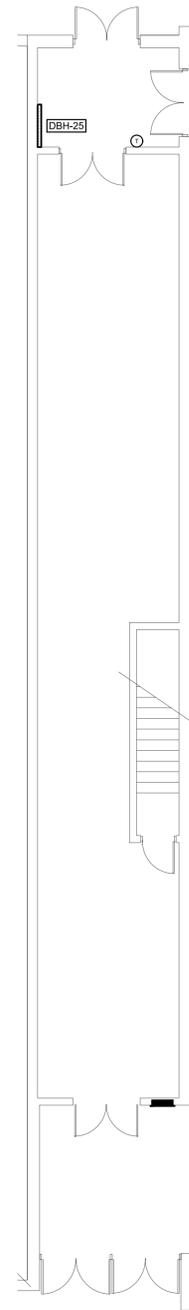
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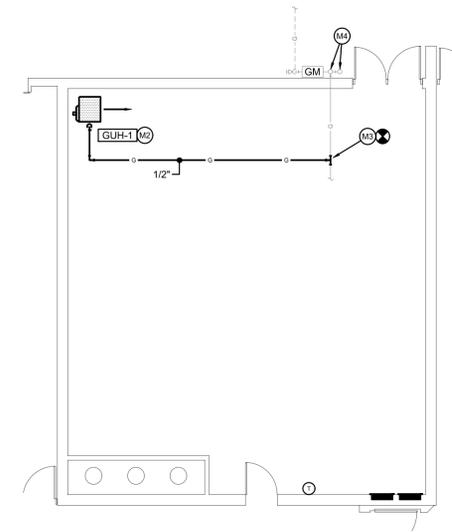
A GIRL'S LOCKER ROOM
MECHANICAL PLAN
SCALE: 1/8" = 1'-0"
NORTH



B BOY'S LOCKER ROOM
MECHANICAL PLAN
SCALE: 1/8" = 1'-0"
NORTH



C FIRST FLOOR
MECHANICAL PLAN
SCALE: 1/8" = 1'-0"
NORTH



D BOILER ROOM
MECHANICAL PLAN
SCALE: 1/8" = 1'-0"
NORTH

LOCKER ROOM HVAC UPGRADES TO
HORACE GOOD MIDDLE SCHOOL

1412 N. Main Street Garden City, Kansas

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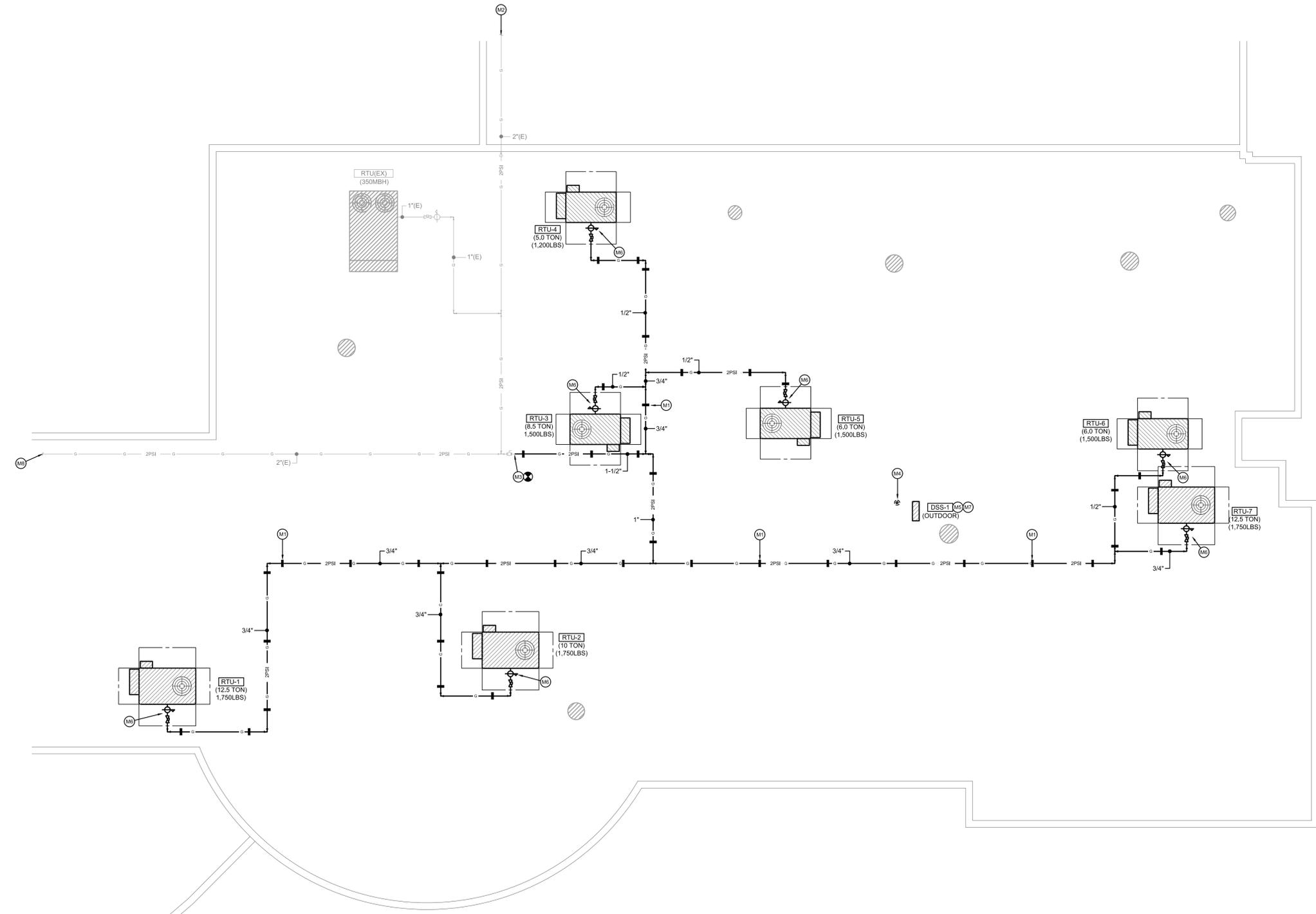
SHEET TITLE:
MECHANICAL PLANS

DATE:
FEBRUARY 26, 2025

M1.2

**MECHANICAL
PLAN NOTES:**

- (M1) PROVIDE MIRO ROOF SUPPORTS FOR GAS PIPING. REFER TO DETAIL FOR ADDITIONAL INFORMATION. (TYP.)
- (M2) REFER TO EXISTING PLANS FOR CONTINUATION.
- (M3) CONTRACTOR TO VERIFY DEVELOPED LENGTH OF EXISTING GAS PIPING FROM NEW CONNECTION POINT TO METER DOES NOT EXCEED 250'. NOTIFY ENGINEER PRIOR TO BIDDING, ORDERING, INSTALLATION OF PIPING IF LENGTH VARIES.
- (M4) COOK MODEL PR-8 ROOF HOOD. PROVIDE ROOF CURB AS REQUIRED. ENSURE MINIMUM OF 10'-0" SEPARATION FROM ANY BUILDING EXHAUST / VENT TERMINATION.
- (M5) MOUNT UNIT ON QUICKSLING EQUIPMENT STAND. INSTALL PER MANUFACTURERS RECOMMENDATIONS.
- (M6) PROVIDE GAS REGULATOR TO REGULATE FROM 2 PSI GAS TO LOW PRESSURE GAS. REFER TO GAS LOAD SCHEDULE FOR ADDITIONAL INFORMATION. EXTEND LOW PRESSURE GAS OF SIZE INDICATED ON GAS LOAD SCHEDULE TO EQUIPMENT AS SHOWN.
- (M7) EXTEND REFRIGERANT PIPING TO RESPECTIVE INDOOR COOLING COIL PER MANUFACTURER RECOMMENDATIONS. SEAL ALL PENETRATIONS WEATHER TIGHT.
- (M8) EXISTING GAS PIPING ROUTED BACK TO GAS METER.



A MECHANICAL ROOF PLAN
 SCALE: 1/8" = 1'-0"
 NORTH



202436



**LOCKER ROOM HVAC UPGRADES TO
HORACE GOOD MIDDLE SCHOOL**
 1412 N. Main Street Garden City, Kansas

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SHEET TITLE:
MECHANICAL ROOF PLAN
 DATE:
FEBRUARY 26, 2025

M2.1





202436



LOCKER ROOM HVAC UPGRADES TO HORACE GOOD MIDDLE SCHOOL
1412 N. Main Street Garden City, Kansas

ISSUE:
NO. DATE DESCRIPTION
02/26/2025 FOR PERMIT

SHEET TITLE:
OVERALL ELECTRICAL PLAN
DATE:
FEBRUARY 26, 2025

E2.0

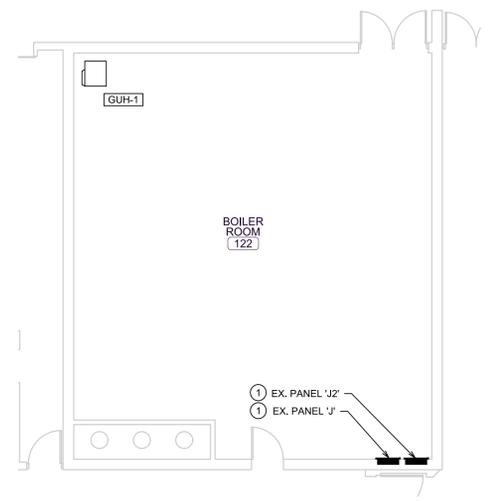
ELECTRICAL CONTRACTOR SHALL ROUTE ALL CIRCUITS FOR ROOF-MOUNTED EQUIPMENT (RTU'S AND ROOF-MOUNTED RECEPTACLES) BELOW THE EXISTING ROOF DECK AS REQUIRED. CONTRACTOR SHALL ALERT THE ARCHITECT/ENGINEER TO ANY ROOF MOUNTED CONDUIT THAT SHALL BE REQUIRED FOR THIS PROJECT BASED ON EXISTING CONDITIONS.

GENERAL NOTES:

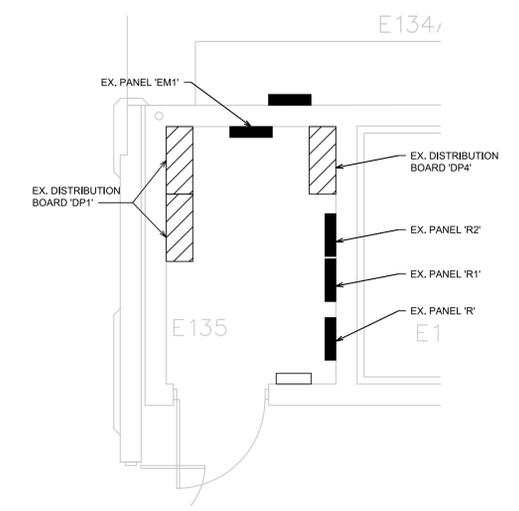
- ALL CIRCUITS INDICATED ON DRAWINGS SHALL BE 20A, 120V CIRCUITS WITH (2)-#12'S AND (1)-#12 G. IN 0.5" CONDUIT U.O.N.
- LABEL ALL SNAP SWITCH COVERPLATES WITH THE PANEL AND CIRCUIT NUMBER.
- REFER TO RELATED MECHANICAL & ARCHITECTURAL DRAWINGS FOR RELATED INFORMATION.
- REFER TO THE SPECIFICATIONS FOR DATA NOT ON THE DRAWINGS.
- WALL MOUNTING HEIGHTS TO CENTERLINE OF DEVICE UNLESS OTHERWISE NOTED.
- A GROUND CONDUCTOR SIZED PER N.E.C. ARTICLE 250 IS REQUIRED IN ALL POWER, RECEPTACLE, AND LIGHTING CIRCUITS. GROUND CONDUCTORS ARE NOT SHOWN ON DRAWINGS.

PLAN NOTES:

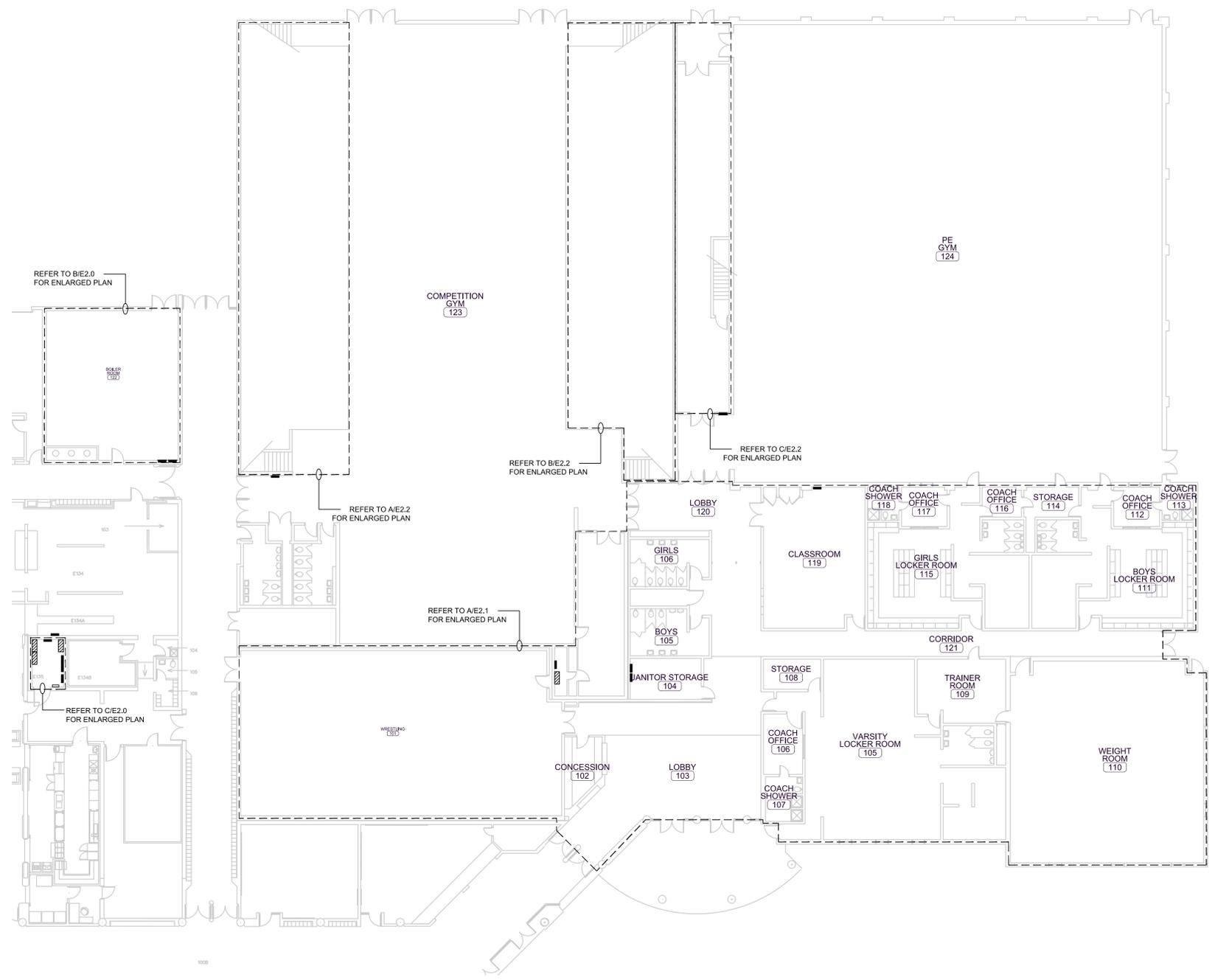
- EXISTING CONDUITS COMING OUT OF EXISTING PANEL 'J' & 'J2' THAT SERVED PREVIOUS CIRCUITS IN BOILER ROOM SHALL REMAIN AND BE RE-USED AS REQUIRED FOR NEW CIRCUITS. CONTRACTOR SHALL REMOVE EXISTING CONDUCTORS OUT OF CONDUITS AND RE-USE CONDUITS PATHWAYS INTO EXISTING PANELS AS REQUIRED.



B ENLARGED BOILER ROOM
SCALE: 1/8" = 1'-0"
NORTH



C ENLARGED ELECTRICAL ROOM
SCALE: 1/4" = 1'-0"
NORTH



A OVERALL ELECTRICAL PLAN
SCALE: 1/16" = 1'-0"
NORTH

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ELECTRICAL CONTRACTOR SHALL ROUTE ALL CIRCUITS FOR ROOF-MOUNTED EQUIPMENT (RTUS AND ROOF-MOUNTED RECEPTACLES) BELOW THE EXISTING ROOF DECK AS REQUIRED. CONTRACTOR SHALL ALERT THE ARCHITECT/ENGINEER TO ANY ROOF MOUNTED CONDUIT THAT SHALL BE REQUIRED FOR THIS PROJECT BASED ON EXISTING CONDITIONS.

GENERAL NOTES:

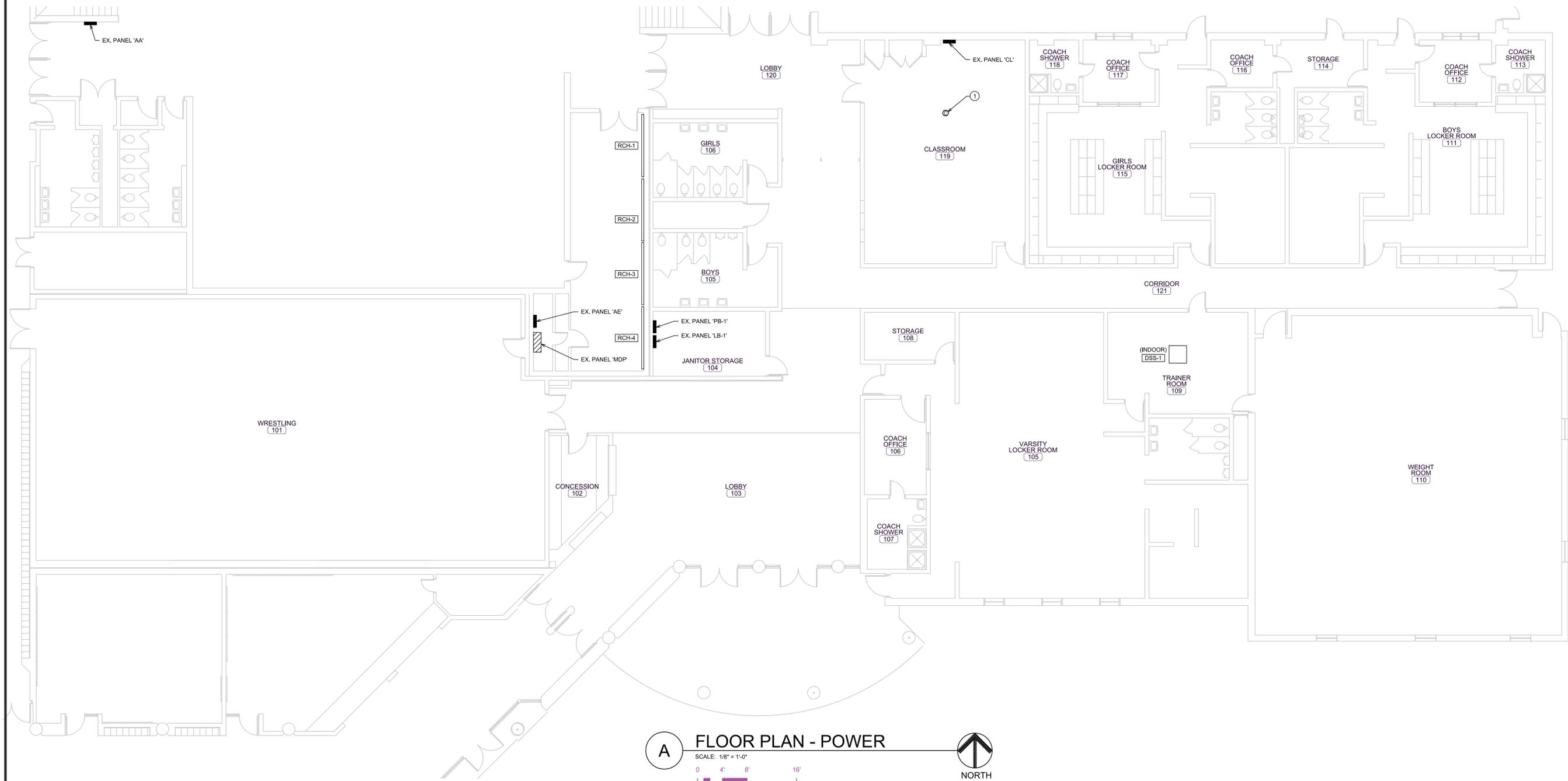
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2. LABEL ALL SNAP SWITCH COVERPLATES WITH THE PANEL AND CIRCUIT NUMBER.
3. REFER TO RELATED MECHANICAL & ARCHITECTURAL DRAWINGS FOR RELATED INFORMATION.
4. REFER TO THE SPECIFICATIONS FOR DATA NOT ON THE DRAWINGS.
5. WALL MOUNTING HEIGHTS TO CENTERLINE OF DEVICE UNLESS OTHERWISE NOTED.
6. A GROUND CONDUCTOR SIZED PER N.E.C. ARTICLE 250 IS REQUIRED IN ALL POWER, RECEPTACLE, AND LIGHTING CIRCUITS. GROUND CONDUCTORS ARE NOT SHOWN ON DRAWINGS.

PLAN NOTES:

1. PROVIDE A NEW UL LISTED CARBON MONOXIDE DETECTOR AS REQUIRED TO MEET SECTION 915 OF THE INTERNATIONAL BUILDING CODE. NEW CARBON MONOXIDE DETECTOR SHALL BE CONNECTED TO EXISTING FIRE ALARM SYSTEM LOCATED WITH EXISTING BUILDING. CONTRACTOR SHALL EXPAND OR MODIFY EXISTING PANEL AS REQUIRED TO ADD NEW CARBON MONOXIDE DETECTOR. CONTRACTOR SHALL COORDINATE EXACT INSTALLATION LOCATION WITH EXISTING LIGHTS/DIFFUSERS IN THE FIELD.



202436



A FLOOR PLAN - POWER
 SCALE: 1/8" = 1'-0"
 0 4' 8' 16'
 SCALE: 1/8" = 1'-0"
 NORTH

LOCKER ROOM HVAC UPGRADES TO HORACE GOOD MIDDLE SCHOOL

1412 N. Main Street Garden City, Kansas

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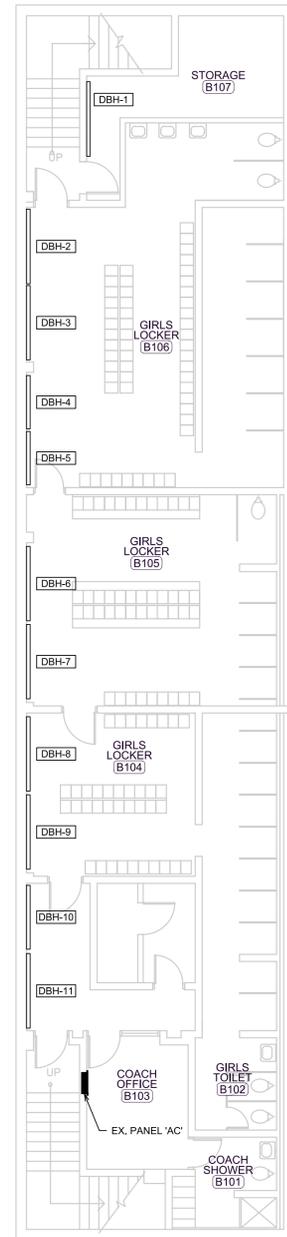
SHEET TITLE: FLOOR PLAN POWER
 DATE: FEBRUARY 26, 2025

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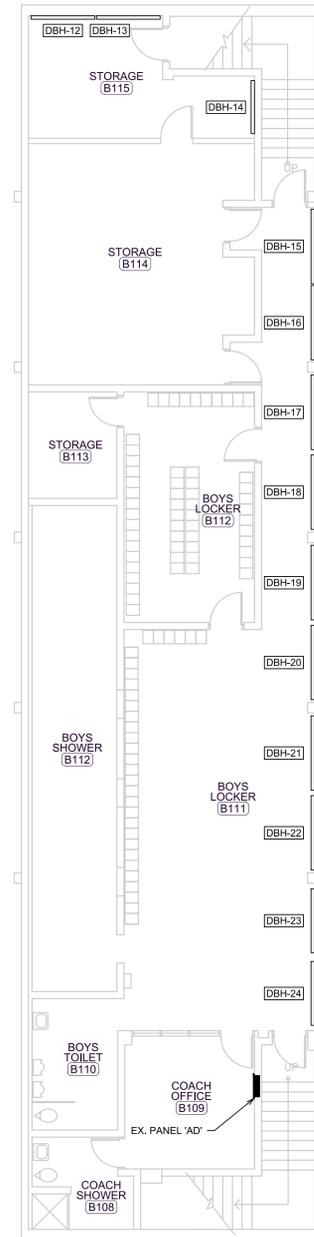
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GENERAL NOTES:

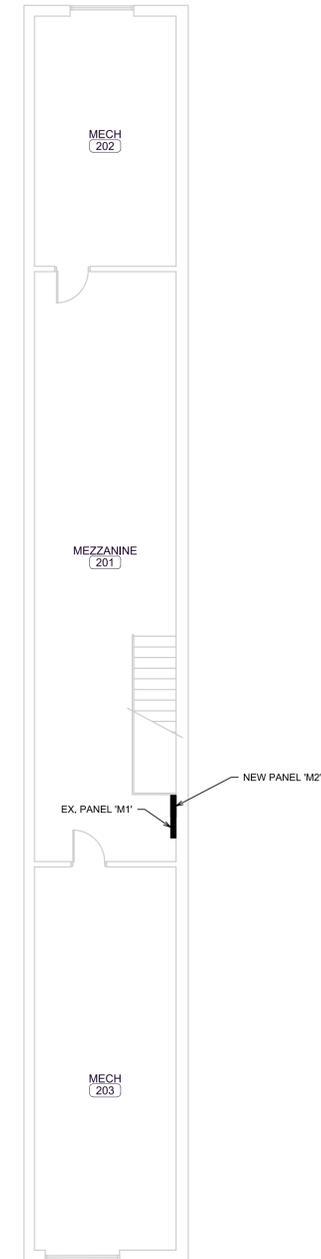
1. ALL CIRCUITS INDICATED ON DRAWINGS SHALL BE 20A, 120V CIRCUITS WITH (2)-#12'S AND (1)-#12 G. IN 0.5" CONDUIT U.O.N.
2. LABEL ALL SNAP SWITCH COVERPLATES WITH THE PANEL AND CIRCUIT NUMBER.
3. REFER TO RELATED MECHANICAL & ARCHITECTURAL DRAWINGS FOR RELATED INFORMATION.
4. REFER TO THE SPECIFICATIONS FOR DATA NOT ON THE DRAWINGS.
5. WALL MOUNTING HEIGHTS TO CENTERLINE OF DEVICE UNLESS OTHERWISE NOTED.
6. A GROUND CONDUCTOR SIZED PER N.E.C. ARTICLE 250 IS REQUIRED IN ALL POWER, RECEPTACLE, AND LIGHTING CIRCUITS. GROUND CONDUCTORS ARE NOT SHOWN ON DRAWINGS.



A GIRLS LOCKER ROOM - POWER
 SCALE: 1/8" = 1'-0"
 0 4' 8' 16'
 SCALE: 1/8" = 1'-0"
 NORTH



B BOYS LOCKER ROOM - POWER
 SCALE: 1/8" = 1'-0"
 0 4' 8' 16'
 SCALE: 1/8" = 1'-0"
 NORTH



C MEZZANINE LEVEL - POWER
 SCALE: 1/8" = 1'-0"
 0 4' 8' 16'
 SCALE: 1/8" = 1'-0"
 NORTH



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LOCKER ROOM HVAC UPGRADES TO HORACE GOOD MIDDLE SCHOOL

1412 N. Main Street Garden City, Kansas

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SHEET TITLE:
 LOCKER ROOM
 POWER PLAN
 DATE:
 FEBRUARY 26, 2025

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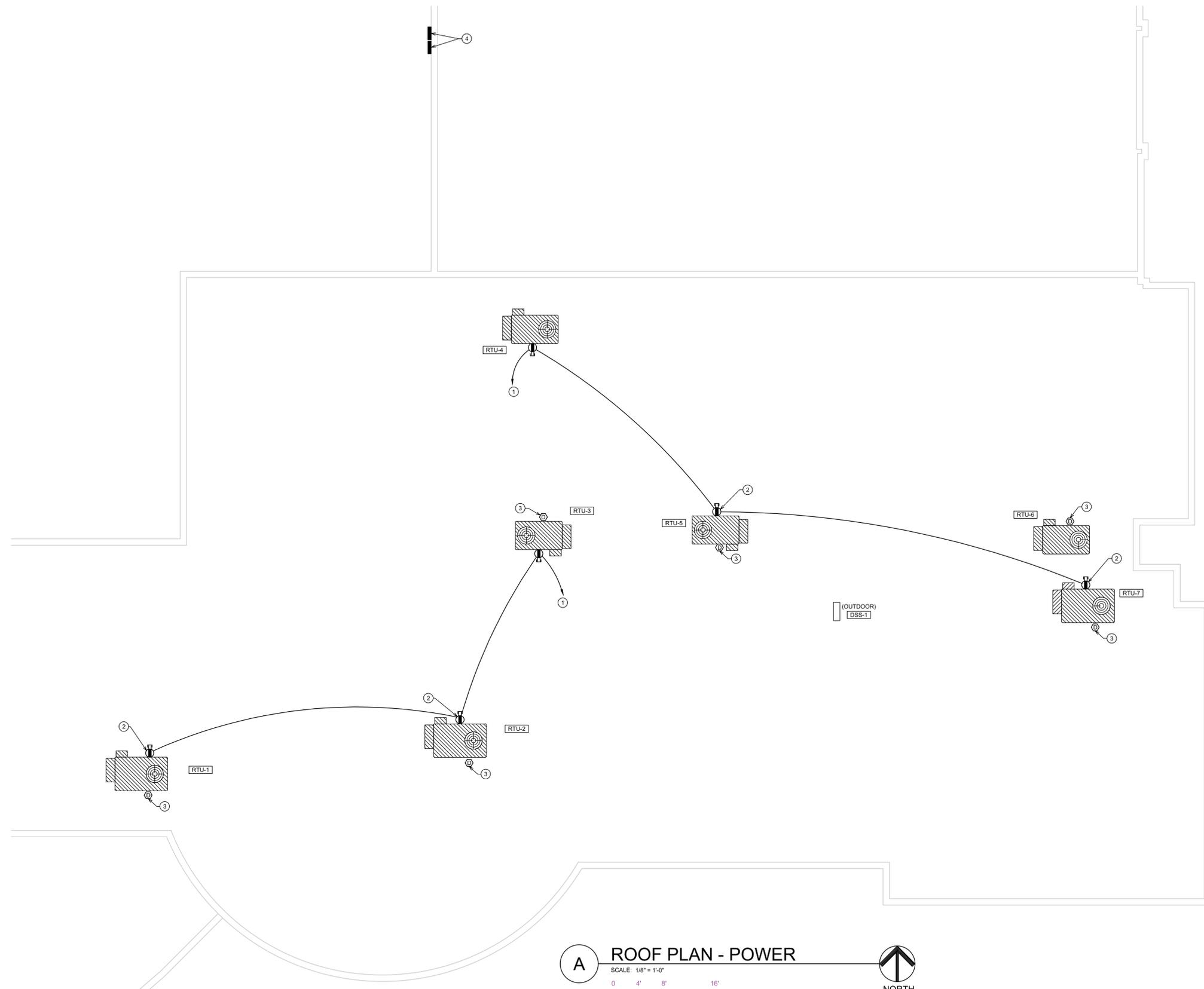
ELECTRICAL CONTRACTOR SHALL ROUTE ALL CIRCUITS FOR ROOF-MOUNTED EQUIPMENT (RTUS AND ROOF-MOUNTED RECEPTACLES) BELOW THE EXISTING ROOF DECK AS REQUIRED. CONTRACTOR SHALL ALERT THE ARCHITECT/ENGINEER TO ANY ROOF MOUNTED CONDUIT THAT SHALL BE REQUIRED FOR THIS PROJECT BASED ON EXISTING CONDITIONS.

GENERAL NOTES:

- ALL CIRCUITS INDICATED ON DRAWINGS SHALL BE 20A, 120V CIRCUITS WITH (2) #12S AND (1) #12 G. IN 0.5" CONDUIT U.O.N.
- LABEL ALL SNAP SWITCH COVERPLATES WITH THE PANEL AND CIRCUIT NUMBER.
- REFER TO RELATED MECHANICAL & ARCHITECTURAL DRAWINGS FOR RELATED INFORMATION.
- REFER TO THE SPECIFICATIONS FOR DATA NOT ON THE DRAWINGS.
- WALL MOUNTING HEIGHTS TO CENTERLINE OF DEVICE UNLESS OTHERWISE NOTED.
- A GROUND CONDUCTOR SIZED PER N.E.C. ARTICLE 250 IS REQUIRED IN ALL POWER, RECEPTACLE, AND LIGHTING CIRCUITS. GROUND CONDUCTORS ARE NOT SHOWN ON DRAWINGS.

PLAN NOTES:

- CONNECT TO NEXT 20A/1P SPARE CIRCUIT BREAKER LOCATED WITHIN EXISTING PANEL 'CL'. PROVIDE NEW 20A/1P CIRCUIT BREAKER AS REQUIRED.
- MOUNT ON UNIT. RECEPTACLE SHALL BE PLACED TO COMPLY WITH N.E.C SECTION 210.63.
- PROVIDE DUCT MOUNTED SMOKE DETECTORS IN RETURN AIR DUCT OF ROOF TOP UNIT. COORDINATE LOCATION AND REQUIREMENTS WITH EQUIPMENT MANUFACTURE AND MECHANICAL CONTRACTOR. SMOKE DETECTOR SHALL SHUT DOWN THE UNIT UPON ACTIVATION. NEW DUCT MOUNTED SMOKE DETECTOR TO BE CONNECTED TO EXISTING FIRE ALARM CONTROL PANEL. REFER TO SPECIFICATIONS FOR ADDITIONAL INFORMATION.
- APPROXIMATE LOCATION OF EXISTING PANEL 'M1' AND NEW PANEL 'M2' LOCATED WITHIN MECHANICAL MEZZANINE BETWEEN GYMS.



A ROOF PLAN - POWER
 SCALE: 1/8" = 1'-0"
 0 4' 8' 16'
 SCALE: 1/8" = 1'-0"
 NORTH



202436



LOCKER ROOM HVAC UPGRADES TO HORACE GOOD MIDDLE SCHOOL

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SHEET TITLE:
 ROOF PLAN
 POWER
 DATE:
 FEBRUARY 26, 2025

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LOCKER ROOM HVAC UPGRADES TO
HORACE GOOD MIDDLE SCHOOL
1412 N. Main Street Garden City, Kansas

ISSUE:
NO. DATE DESCRIPTION
02/26/2025 FOR PERMIT

SHEET TITLE:
FLOOR PLAN
LIGHTING
DATE:
FEBRUARY 26, 2025

E3.1

CEILING REMOVAL- ELECTRICAL DEVICES & EQUIPMENT

WHERE AREAS OF THE EXISTING CEILINGS ARE TO BE REMOVED OR MODIFIED, THE ELECTRICAL CONTRACTOR SHALL IDENTIFY ALL LOOSE LOW VOLTAGE WIRING, ELECTRICAL CONDUIT/TC CABLE, AND DATA/TELECOM CABLING ABOVE EXISTING CEILINGS AND RE-SECURE TO STRUCTURE OR WALLS AS REQUIRED. ELECTRICAL CONTRACTOR SHALL REFERENCE ARCHITECTURAL DRAWINGS FOR MORE INFORMATION ON WHICH CEILINGS SHALL BE REMOVED OR MODIFIED.

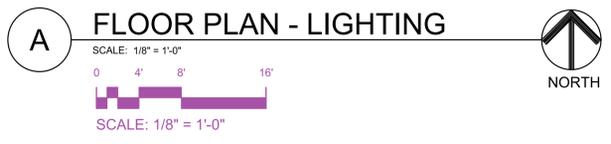
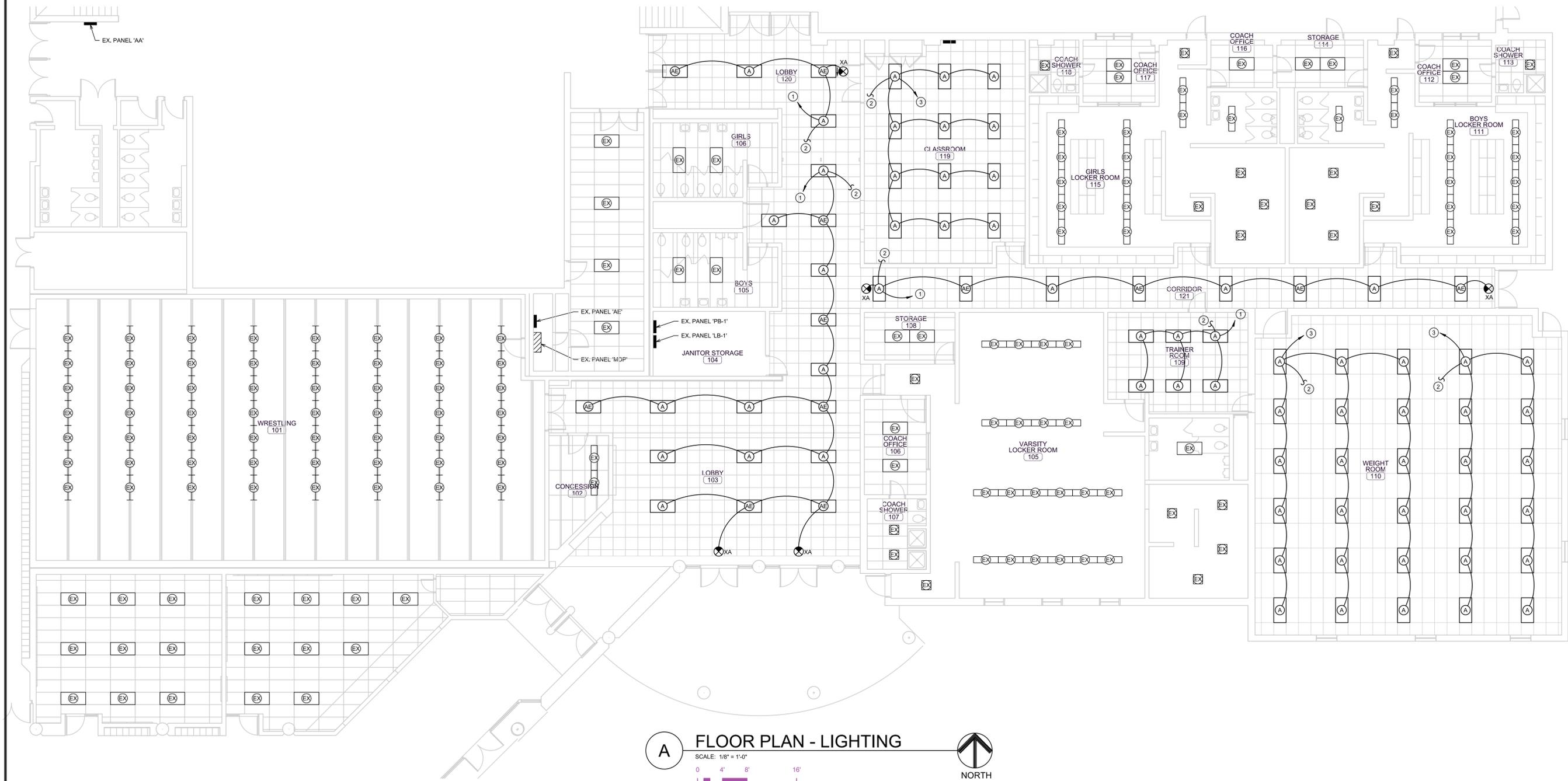
WHERE AREAS OF THE EXISTING CEILINGS ARE TO BE REMOVED OR MODIFIED ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND REMOVING ALL EXISTING CEILING MOUNTED ELECTRICAL ITEMS AS REQUIRED. ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR RE-INSTALLING THESE ITEMS IN NEW CEILINGS OR RE-INSTALLED CEILINGS AS REQUIRED. THESE ELECTRICAL ITEMS SHALL INCLUDE BUT NOT BE LIMITED TO LIGHT FIXTURES, EMERGENCY LIGHTS, EXIT SIGNS, FIRE ALARM DEVICES, SMOKE DETECTORS, SECURITY SYSTEM DEVICES, PROJECTORS, OCCUPANCY SENSORS, SECURITY CAMERAS, AND WIRELESS ACCESS POINTS. ELECTRICAL CONTRACTOR SHALL EXTEND CONTROL, LOW VOLTAGE OR LINE VOLTAGE AS REQUIRED TO NEW LOCATION OF DEVICES. ELECTRICAL CONTRACTOR SHALL COORDINATE WITH DISTRICT TECHNOLOGY STAFF AS REQUIRED FOR REMOVAL OF ALL PROJECTORS, WIRELESS ACCESS POINTS, AND SECURITY CAMERAS. ELECTRICAL CONTRACTOR SHALL REFERENCE ARCHITECTURAL DRAWINGS FOR MORE INFORMATION ON WHICH CEILINGS SHALL BE REMOVED OR MODIFIED.

GENERAL NOTES:

- ALL CIRCUITS INDICATED ON DRAWINGS SHALL BE 20A, 120V CIRCUITS WITH (2)#12'S AND (1)#12 G. IN 0.5" CONDUIT U.O.N.
- LABEL ALL SNAP SWITCH COVERPLATES WITH THE PANEL AND CIRCUIT NUMBER.
- REFER TO RELATED MECHANICAL & ARCHITECTURAL DRAWINGS FOR RELATED INFORMATION.
- REFER TO THE SPECIFICATIONS FOR DATA NOT ON THE DRAWINGS.
- WALL MOUNTING HEIGHTS TO CENTERLINE OF DEVICE UNLESS OTHERWISE NOTED.
- A GROUND CONDUCTOR SIZED PER N.E.C. ARTICLE 250 IS REQUIRED IN ALL POWER, RECEPTACLE, AND LIGHTING CIRCUITS. GROUND CONDUCTORS ARE NOT SHOWN ON DRAWINGS.

PLAN NOTES:

- CONNECT TO NEXT AVAILABLE 20A/1P SPARE CIRCUIT BREAKER THAT SERVED PREVIOUS LIGHTING IN EXISTING PANEL 'LB-1'. PROVIDE NEW CIRCUIT BREAKER AS REQUIRED.
- CONNECT TO EXISTING SWITCHES/CONTROL THAT SERVED PREVIOUS LIGHT FIXTURES.
- CONNECT TO NEXT AVAILABLE 20A/1P SPARE CIRCUIT IN EXISTING PANEL 'CL' PROVIDE NEW 20A/1P CIRCUIT BREAKER AS REQUIRED.



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Ex. Panel: M1

Load Type: L= Lighting, R=Receptacle, M=Motors, HO= Hotel K=Kitchen, H=HVAC, MI= Misc
 Voltage: 208/120
 Phase: Three
 Wires: 4W + G
 Enclosure: Type 1
 Sections: One
 A.I.C. Rating: 10000A
 Mains Rating: 400A
 Main Breaker Size: N/A
 Panel Lugs: Main Lug Only
 Mounting: Surface

Circ No.	Load Description	Trip	Poles	Load	A	B	C	Load	Poles	Trip	Load Description	Circ No.
1	RTU-1	100	3	H	8766	5283		H	3	50	RTU-5	2
3				H		8766	5283	H				4
5				H			8766	5283	H			6
7	RTU-2	80	3	H	7445	5283		H	3	50	RTU-6	8
9				H		7445	5283	H				10
11				H			7445	5283	H			12
13	RTU-3	70	3	H	6364	8766		H	3	100	RTU-7	14
15				H		6364	8766	H				16
17				H			6364	8766	H			18
19	SPACE ONLY	20	1	H				MI	1	20	SPARE	20
21	SPACE ONLY	20	1	H				MI	1	20	SPARE	22
23	SPACE ONLY	20	1	H				MI	1	20	SPARE	24
25	DSS-1	25	2	H	1456			MI	1	20	EXISTING LOAD	26
27				H		1456		MI	1	20	EXISTING LOAD	28
29	EXISTING LOAD	20	1	L				MI	1	20	EXISTING LOAD	30
31	EXISTING LOAD	20	1	L				MI	1	20	SPACE ONLY	32
33	EXISTING LOAD	20	1	L				MI	1	20	SPACE ONLY	34
35	EXISTING LOAD	20	1	L				MI	1	20	SPACE ONLY	36
37	SPACE ONLY	20	1	L	250			H	3	100	NEW PANEL 'M2'	38
39	SPACE ONLY	20	1	L		250		H				40
41	SPACE ONLY	20	1	L			250	H				42
a - Arc Fault Breaker					Total (KVA)	43.613	43.613	42.157				
b - Shunt Trip Breaker					Total Connected (KVA):	129.38						
c - GFCI Breaker					Total Connected (Amps):	359.14						

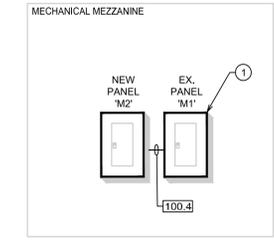
Notes:

Per NEC, Article 220 for Lighting and General Receptacle Loads

Load Classification	Connected Load (KVA)	Demand Factor	Demand (KVA)	Panel Totals
Lights	0.0	1.25 Continuous	0.0	
Receptacles	0.0	Per NEC 220	0.0	Total Demand (KVA): 129.4
Motors	0.0	Per NEC 220	0.0	Demand Amps: 359.1
Hotel	0.0	Per NEC 220	0.0	
Kitchen	0.0	Per NEC 220	0.0	
HVAC	129.4	Per NEC 220	129.4	
Misc	0.0	1.00	0.0	

RISER NOTES:

1 PROVIDE NEW 100A/3P CIRCUIT BREAKER INSIDE PANEL 'M1' AS REQUIRED TO FEED NEW PANEL 'M2'.



A PARTIAL RISER DIAGRAM
 SCALE: N.T.S.
 480277V, 30, 4W.

Panel: M2

Load Type: L= Lighting, R=Receptacle, M=Motors, HO= Hotel K=Kitchen, H=HVAC, MI= Misc
 Voltage: 208/120
 Phase: Three
 Wires: 4W + G
 Enclosure: Type 1
 Sections: One
 A.I.C. Rating: 10000A
 Mains Rating: 100A
 Main Breaker Size: N/A
 Panel Lugs: Main Lug Only
 Mounting: Surface

Circ No.	Load Description	Trip	Poles	Load	A	B	C	Load	Poles	Trip	Load Description	Circ No.
1	DBH-12	20	1	H				H	1	20	SPACE ONLY	2
3	DBH-13	20	1	H				H	1	20	SPACE ONLY	4
5	DBH-14	20	1	H				H	1	20	SPACE ONLY	6
7	DBH-15	20	1	H				H	1	20	SPACE ONLY	8
9	DBH-16	20	1	H				H	1	20	SPACE ONLY	10
11	DBH-17	20	1	H				H	1	20	SPACE ONLY	12
13	DBH-18	20	1	H				H	1	20	SPACE ONLY	14
15	DBH-19	20	1	H				H	1	20	SPACE ONLY	16
17	DBH-20	20	1	H				H	1	20	SPACE ONLY	18
19	DBH-21	20	1	H				MI	1	20	SPACE ONLY	20
21	DBH-22	20	1	H				MI	1	20	SPACE ONLY	22
23	DBH-23	20	1	H				MI	1	20	SPACE ONLY	24
25	DBH-24	20	1	H				MI	1	20	SPACE ONLY	26
27	DBH-25	20	1	H				MI	1	20	SPACE ONLY	28
29	EF-1	20	1	H			250	MI	1	20	SPACE ONLY	30
31	EF-2	20	1	H	250			MI	1	20	SPACE ONLY	32
33	EF-3	20	1	H		250		MI	1	20	SPACE ONLY	34
35	SPACE ONLY	20	1	L				MI	1	20	SPACE ONLY	36
37	SPACE ONLY	20	1	L				MI	1	20	SPACE ONLY	38
39	SPACE ONLY	20	1	L				MI	1	20	SPACE ONLY	40
41	SPACE ONLY	20	1	L				MI	1	20	SPACE ONLY	42
a - Arc Fault Breaker					Total (KVA)	0.25	0.25	0.25				
b - Shunt Trip Breaker					Total Connected (KVA):	0.75						
c - GFCI Breaker					Total Connected (Amps):	2.08						

Notes:

Per NEC, Article 220 for Lighting and General Receptacle Loads

Load Classification	Connected Load (KVA)	Demand Factor	Demand (KVA)	Panel Totals
Lights	0.0	1.25 Continuous	0.0	
Receptacles	0.0	Per NEC 220	0.0	Total Demand (KVA): 0.8
Motors	0.0	Per NEC 220	0.0	Demand Amps: 2.1
Hotel	0.0	Per NEC 220	0.0	
Kitchen	0.0	Per NEC 220	0.0	
HVAC	0.8	Per NEC 220	0.8	
Misc	0.0	1.00	0.0	



202436



**LOCKER ROOM HVAC UPGRADES TO
 HORACE GOOD MIDDLE SCHOOL**
 1412 N. Main Street Garden City, Kansas

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ISSUE:
 NO. DATE DESCRIPTION
 02/26/2025 FOR PERMIT

SHEET TITLE:
 ELECTRICAL
 SCHEDULES
 DATE:
 FEBRUARY 26, 2025

E1.2

DIVISION 16 ELECTRICAL
SECTION 16010
GENERAL REQUIREMENTS

PART 1 - GENERAL EXTENT OF WORK

1.01 The General Conditions, General Requirements, and Special Conditions shall be and are hereby made a part of this section. The Electrical Contractor shall furnish all labor, materials, tools, transportation, equipment, services and work necessary for the complete, proper and substantial installation of all electrical work shown on the drawings and/or outlined in these specifications. The installation shall include all materials, equipment and apparatus not specifically mentioned herein or noted on the drawings, but which are necessary to make a complete working installation of all electrical systems.

1.02 The Contractor shall consult and be guided by the General Conditions and all other divisions referred to herein and relative thereto in performing the work covered under this division of the specification.

1.03 All of the electrical related work required for this project (unless specified otherwise) is a part of the electrical contract price and shall be included under this division of the specifications or shown on the drawings. Therefore, all divisions of the specifications and all drawings shall be consulted.

1.04 The drawings showing the layout of the work indicate the approximate locations of outlets, apparatus and equipment. The drawings are schematic only and are not intended to show the exact routing of conduits, etc. The final determination as to the routing shall be governed by the field conditions and other instructions. This shall not be construed to mean the design of the system may be changed; it merely refers to the exact run of a raceway between given points for the Contractor's use only. All contract drawings which may affect the location of any outlet, apparatus or equipment to avoid possible interference and permit full coordination of all work. The right to make any reasonable change in the location of apparatus, outlets and equipment up to the time of roughing-in is reserved and shall not involve any additional expense to the Owner.

1.05 The approval by the Architect or his representative of any materials, drawings, etc., submitted by the Contractor will be considered as general only and to aid the Contractor in carrying out his work. It shall not be considered as not relieving the Contractor from the necessity of furnishing the materials and performing all the work as required by the drawings and the specifications.

1.06 The work specified under this division of the specifications shall include the furnishing of all labor, materials, apparatus and tools necessary for the complete installation of all conduit and wiring; devices for lighting, power and control systems, and such other work and equipment as are indicated on the drawings or as noted herein.

1.07 The entire installation shall be made in a workman like manner, left completely connected, and ready to give proper and continuous service.

1.08 All materials and work in connection with the foregoing items shall be as specified herein, or called for on the drawings.

1.09 The complete installation shall be in accordance with the latest rules and regulations of the National Fire Protection Association and all other Boards and Departments having jurisdiction. Any items or requirements noted herein or shown on the drawings in excess of code requirements, but permitted under the rules, shall be subject to special permission is obtained from the Architect to the contrary.

1.10 The light and power installation shall operate with the electrical energy obtained from outside sources. Such part of the system as may be regulated by rules of the local utility company shall, insofar as method of construction, workmanship and materials are concerned, be in full accordance with the standard practice and rules and regulations of the local utility company.

1.11 This Contractor shall coordinate his work under this division of the specifications with the other trades whenever it may be interested. His work shall be done in such an order that there will be no interference in installing, nor delay in completion, of any part or parts of each respective trade, thereby permitting all construction work to proceed in its natural sequence without unnecessary delay.

1.12 Before submitting his bid, the Contractor shall familiarize himself with the rules of all governing bodies having jurisdiction in the area in which he is submitting his bid. If, in his opinion, any work or material specified is contrary to such rules, otherwise, the Contractor shall be responsible for the approval of all work and materials and, in case the use of any material specified is not permitted, a substitute shall be approved by the Architect and shall be provided at no increase in cost.

1.13 Unless noted otherwise on the Drawings, or elsewhere in these Specifications, the singular words "Provide", "Furnish", "Install", "Construct", or in these Specifications, the plural words shall mean to completely furnish, install, and connect each item, and if such is a part or component of a system the entire system shall be installed in accordance with all items and components provided.

PART 2 - RULES AND REGULATIONS

2.01 All work under this heading shall comply with the latest rules and regulations of the National Electrical Code Standard of the National Fire Protection Association and with all laws, regulations and codes of the utility company, City, County and State.

2.02 Drawings and specifications indicate the minimum standards of construction. Should any work indicated be based on any ordinance, law, code, rule or regulation beyond that shown, the Contractor shall execute work accordingly, without increased cost to the Owner, but not until he has referred such variances to the Architect for his approval.

2.03 This Contractor shall provide and install only the brands of materials and equipment specified herein, or equipment approved by the Architect-Engineer as equal. All materials and equipment shall be listed and labeled by Underwriters Laboratories, Inc., indicating compliance with nationally recognized standards and/or tests.

PART 3 - PERMITS, FEES AND INSPECTIONS

3.01 Secure and pay for all necessary and usual permits, fees, inspections and certificates required for this work and deliver permits and certificates to the Architect for transmittal to the Owner before final acceptance of the project.

PART 4 - SERVICES

4.01 This Contractor shall pay for all expenses, deposits, reimbursements, etc., required by the local rules and codes for the service to the building, complete and ready for use.

4.02 This Contractor shall bear all expenses involved for the complete installation of the electrical service (both temporary and permanent) to the building ready for operation, except as specifically excluded on the drawings. All temporary wiring shall be installed per the National Electrical Code. This shall include ground posts around transformers and pedestals per utility company standards. Verify complete installation and locations of pad mount or pole mount transformers with the local electric utility company and bid installation to comply with their requirements.

4.03 This Contractor shall consult all local departments to verify requirements and bid installation of service in accordance with local codes and utility company standards.

4.04 This Contractor shall bear all expenses involved for the complete telephone service conduit installation and steel or metal support for the conduit, proper and substantial installation with the local telephone company and bid installation to comply with their requirements.

PART 5 - TEMPORARY ELECTRICAL

5.01 Electrical Contractor/Subcontractor shall:

- A. Make arrangements with electric utility for temporary service (and upon completion of project, removal of service).
- B. Provide materials, equipment, labor to install, modify, maintain and repair all electrical equipment and apparatus not specifically mentioned herein or noted on the drawings, but which are necessary to make a complete working installation of all electrical systems.
- C. Provide sufficient capacity for construction tools, equipment, temporary ventilation and lighting.
- D. Distribute systems throughout building and construction area of site such that an extension cord no longer than 100' shall be used for all construction equipment, unless permitted where permitted by the National Electrical Code and OSHA. Provide temporary services to all construction offices as required.
- E. Employ permanent systems when they are completed and available.
- F. Provide metering of temporary service. All temporary utility costs will be paid by the General Contractor.

PART 6 - MATERIALS OF APPROVED EQUAL

6.01 Where items of equipment and/or materials are specifically identified herein by a manufacturer's name, model or catalog number, only such specific items may be used in the base bid, except as hereinafter provided.

6.02 Unless requests for changes in base bid specifications are received and approved and noted by written addendum prior to the opening of bids, the successful contractor will be held to furnish specified items.

6.03 After contract is awarded, changes in specifications shall be made only as defined under "Substitution of Equipment."

PART 7 - SUBSTITUTION OF EQUIPMENT

7.01 After execution of the contract, substitution of equipment of makes other than those specifically named in the contract documents may be approved by the Engineer only if the equipment named in the specifications cannot be delivered to the job in time to complete the work in proper sequence to work of other contractor, due to conditions beyond control of the contractor.

7.02 Requests for substitutions must be accompanied by documentary proof of equality of difference in price and delivery, if any, in form of certified quotations from suppliers of both specified and proposed equipment.

7.03 The Owner shall receive all benefits of the difference in cost involved in any substitution. The contractor shall not be allowed to change order to credit Owner with any savings so obtained.

PART 8 - SUBMITTALS

8.01 Contractor shall, within 15 days after award of contract submit sending to the General Contractor for review submittals containing the following:

8.02 Shop Drawings:

- A. Submit three master sets of "Shop Drawings" in the form of bond paper 11 1/2" x 17" or 11" x 17" in size. Data shall be reduced on drawings as required to leave 5" x 3" clear on each drawing for Engineer's stamp.
- B. Architect and consultants will retain copies of the master set for their records and return one reviewed master set to the contractor.
- C. Contractor's (s) shall, upon receipt of reviewed shop drawings, obtain and distribute to each reviewed master set as necessary to coordinate work. (Contractor's file, job site file, record document file, other prime contractors, subcontractors and suppliers.)
- D. Shop Drawings are custom prepared data and shall show and identify items to be furnished and give location, arrangement, scale, details, sizes, dimensions, performance characteristics, capacities, wiring diagrams, finish and other pertinent information. Each individual item shall have its own separate sheet provided for approval. (Example: Separate sheets for each panelboard.)
- E. All shop drawings shall be checked and signed by this Contractor and General Contractor prior to submission to the Architect-Engineer. SHOP DRAWINGS SUBMITTED WITHOUT THE CONTRACTOR'S STAMP OF APPROVAL AND VERIFICATION WILL BE RETURNED TO THE ENGINEER WILL REVIEW SAME. Equipment, materials, etc., not meeting specifications and/or drawing requirements shall be returned to the supplier for correction before they are submitted to the Architect-Engineer. This Contractor is reminded that only those materials specified, approved or otherwise indicated by project specifications, drawings, or addenda will be permitted to be used in constructing the electrical work of this project. In the event that all materials specified, approved or otherwise indicated by project drawings will be provided as indicated at no charge to the Contractor. However, subsequent review(s) of resubmittals required by "Rejected" status from the original review will necessitate the Electrical Contractor being charged by the electrical consultant a fee of \$65 per man-hour, with a minimum charge of \$100 for each such review. It is intended that electrical submittals be made in a complete and timely fashion such as to permit a comprehensive and thorough review of same.
- F. Each shop drawing sheet shall indicate job name.
- G. Shop drawings submitted without contractor's signatures or approval and verification will not be reviewed.
- H. Shop drawings shall be submitted on wire, devices, (future including distribution conduits), gear, systems, conduit, etc.

8.03 Product Data: Product Data includes manufacturer's printed specifications, instructions, recommendations, pertinent catalog pages and similar information. Such data shall be marked to identify the data applicable to the Project. Submit three copies. Architect and consultants will review, note action and make copies for their files. One submitted copy then will be returned to the Contractor who shall reproduce and distribute copies needed for Project Work.

8.04 Quantities of materials will not be verified by the Architect or submitted Review stamps on drawings. Review stamps do not constitute review of quantities listed on shop drawings.

8.05 Engineer's review of Compliance Submittals will not relieve the Contractor from his responsibility for any deviations from the requirements of the Contract Documents unless Contractor, has in writing, called Engineer's attention to such deviation at the time of submission and Engineer has given written approval to the specific deviation, nor shall any work be approved by the Architect-Engineer as equal. All materials and/or omissions in Compliance Submittals. No review shall be fabricated until the Architect's review has been obtained. Any time delay caused by correcting and resubmitting shop drawings will be the responsibility of the contractor.

8.10 All drilling of holes through concrete shall be accurately and carefully done by using a "Concrete Term" drill, not a hand held air drill or air hammer for this work shall not be permitted.

8.15 This Contractor shall do all painting and finishing of all electrical equipment installed in finished areas. All work shall be performed in accordance with the Architectural specifications for this section and "Painting and Finishing". All colors and finish applications shall be as directed by the Architect. (Painting is not required or recopied).

PART 9 - OPERATING INSTRUCTIONS:

9.01 The Contractor shall submit along with the shop drawings of the equipment a set of operating instructions for all items. Instructions shall be prepared by the manufacturer of the equipment.

9.02 After the operating instructions have been approved by the Engineer, the Contractor shall frame one (1) set under plastic and mount near the equipment described.

9.03 The Contractor shall also obtain all manufacturer's instruction manuals and provide one complete set of "as built" drawings of these drawings. These drawings shall be completed by the end of the project.

9.04 The Contractor shall keep in a safe place all keys and special wrenches furnished with equipment under this contract and shall give same to the Architect at the conclusion of the project.

9.05 The Contractor shall prepare (5) complete brochures covering all systems and equipment furnished and installed under his contract. Brochures shall be submitted to the Architect-Engineer for review prior to delivery to the Owner. The Engineer will retain (1) copy. The cost of these brochures shall be included in the contract cost. Brochures shall contain the following:

- A. Confirmed equipment drawings and/or catalog data clearly marked for equipment furnished as required for the project, and submitted in accordance with drawings and specifications and accepted by the Owner.
- B. Complete operating and maintenance instructions for each item of equipment.
- C. Complete parts list for each equipment item.
- D. Any special operating operating instructions and a list of service organizations (including addresses and telephone numbers) capable of rendering emergency service to the various parts of the system.
- E. Riser diagrams on special systems.

9.06 Brochures shall be bound in hard fiberboard covers or loose-leaf binders. If loose-leaf binding is used, each sheet shall be reinforced to prevent tearing from continued usage. Each brochure shall include the following information clearly printed on its front cover:

- A. Project name and address.
- B. Section of work covered: "Electrical Work".
- C. Name and address of Architect.
- D. Name and address of Engineer.
- E. Name and address of Contractor.
- F. Telephone number of Contractor, including night or emergency number.

9.07 In addition to these written instructions, each respective Contractor shall fully and carefully instruct the Owner, or his representatives, as to the proper operation, care and maintenance of each system and its equipment.

PART 10 - COORDINATION AND BUILDING CONDITIONS

10.01 The Contractor shall visit the site and determine all existing local conditions affecting work in his contract. He shall coordinate with all other trades and materials, the contractor shall familiarize himself with the type of construction to be used for all work and how it will affect the installation of work in his contract.

10.02 Failure to determine existing conditions or the nature of existing conditions and/or other electrical equipment shall be the responsibility of the Contractor. Provide additional ground rods (when required) shall not be less than 6 feet apart.

10.03 The drawings have been prepared to cover all electrical work under this contract. The Contractor is referred to all other contract drawings to guide him in the proper installation of his work.

10.04 The Contractor shall fully familiarize himself with the floor drawings, elevations, details of construction, headers, footings, etc., and, insofar as it may affect the installation of the work under this specification in order that all necessary materials and labor may be available for the work and that the Contractor shall provide service for test readings when and as required. All test readings shall be recorded on an approved form and submitted to the Architect.

10.05 As the drawings are generally diagrammatic, the final layout of the work shall be subject to the approval of the Architect but the Contractor shall be responsible without limitation for the coordination of all work under various divisions of the specifications.

10.06 This Contractor shall confer with other Contractors installing work which may affect his work and must arrange his conduit, etc., in proper relation to such work. Any damage resulting from his neglect to do so must be paid for by the Contractor.

10.07 Where necessary to tie in and center with pairing of ceilings and other equipment, the Contractor shall provide service for the lighting outlets or other outlets as required by the Architect.

10.08 All outlets shall be set in such a manner as to finish flush with wall and ceiling lines unless directed to be exposed or surface mounted. The height of outlets, switches, outlets, etc., are to be marked.

10.09 The Contractor shall obtain from the Architectural and Structural drawings the exact location and size of spaces available for his apparatus and material and shall install this apparatus and material in such a manner as to not interfere with, or an obstruction interferes with placing them as shown or specified, the Contractor shall obtain instructions from the Architect and shall install them as directed without extra charge.

10.10 The above provisions refer only to the exactness of positions that cannot be determined from the drawings and do not permit placing apparatus distinctly different from that shown on the drawings.

10.11 This Contractor shall do all cutting and patching of building materials required for the installation of work herein specified. All patching and work shall be done in a manner directed by him.

10.12 All patching shall be done in a neat and workman-like manner, meeting with the approval of the Architect, by mechanical means. All patching shall be done in a manner that penetrations through roof shall be made with "Stoneman" flashing connections as manufactured by Stoneman Engineering and Manufacturing Co., Redwood, Calif., and any penetrations made in exterior or basement foundation walls shall be sealed with Thurndorf "Link-Seal" Compound, Wayne, Michigan.

10.13 Any holes or voids created in floors, ceilings and walls, including any spaces or gaps around conduit or equipment passing through such areas, which compromise the applicable rating of the floors, ceilings or walls, shall be sealed with an intumescent material equal to 3M Fire Barrier Caulk, Putty or Strip Shear™, Carborundum Fiberglass Fyre Putty™, Tremco X-Rero Fire Products™, or other equivalent material. The material shall be applied and meeting U.L. 1479 may be used. All installations shall be per manufacturer's exact instructions.

10.14 All drilling of holes through concrete shall be accurately and carefully done by using a "Concrete Term" drill, not a hand held air drill or air hammer for this work shall not be permitted.

10.15 This Contractor shall do all painting and finishing of all electrical equipment installed in finished areas. All work shall be performed in accordance with the Architectural specifications for this section and "Painting and Finishing". All colors and finish applications shall be as directed by the Architect. (Painting is not required or recopied).

switches, circuit breakers, etc., unless specifically so noted on the drawings.)

10.16 The Electrical Contractor shall confirm the exact electrical requirements for all equipment supplied by others and installed or connected by the Electrical Contractor. The Contractor shall be responsible for the coordination of all electrical connections to the units and reimburse Electrical Contractor for any changes in system design. These changes shall not involve additional cost to the Owner.

10.17 All power burner boilers or boilers with a BTUH input of 400,000 or more shall be provided with a manually operated emergency shut off switch. This includes units designated as "hot water heaters" that meet these requirements. The emergency shutdown switch shall be installed by each exit from the associated room the equipment is located in and labeled accordingly. Location to be per code requirements. The emergency shut off disconnect power to the burner controls per the manufacturer's recommendations. Provide all required switches, contactors, interconnection, etc., as required to give a complete and functional system.

PART 16 - GUARANTEE

16.01 This Contractor, by the acceptance of this specification and the signing of his contract, acknowledges his acquaintance with the requirements and guarantees that every part used in constructing the system as herein described will be of the best of its respective kind that can be obtained and will be erected in a most thorough and substantial manner by none but experienced workmen.

16.02 He guarantees that all work done as provided with and by this specification will be free from all obstructions of every description and will be free from holes or broken places and be well bonded together. He guarantees that all wiring and conduit to be used in construction of this project shall be new and unused.

16.03 He further guarantees to hold himself responsible for any defects which may develop in any part of the entire system including apparatus and appliances provided under this section of the specification, and to replace and rework all such apparatus and appliances at his own expense of construction which develop defects at any time within one year from date of final certification of completion and acceptance. Provide manufacturer's engineering and technical staff at site to analyze and rectify problems that develop during guarantee period immediately, if problems cannot be rectified immediately to the Owner's satisfaction, advise Architect in writing, describe efforts to rectify situation, and provide analysis of cause of problem. Architect will then suggest course of action. The Electrical Contractor shall replace material and equipment that requires excessive service during guarantee period as defined and as directed by the Architect. This guarantee does not include ordinary lamp failure.

16.04 Use of systems provided under the Specification for temporary purposes and facilities shall not constitute Final Acceptance of the work nor beneficial use by the Owner, and shall not institute guarantee period.

PART 17 - SUPPLEMENTARY CONDITIONS

17.01 Supplementarily to all other terms of the contract, this work shall be performed subject to the following conditions.

17.02 Materials and equipment installed on this project shall be first class in quality and shall be new and unused.

17.03 Workmanship on this project shall be first class work performed by the experienced licensed mechanics of the proper trade.

17.04 Work under this contract shall be adequately protected at all times. Temporary enclosures shall be kept closed and all raceways shall be installed clean and free from dirt and grease.

17.05 Storage, parking, signs, advertisement, fire and smoking shall conform to all applicable regulations and/or directions of the Architect.

17.06 Measurements on job and shop layouts required for installation of work shall be the responsibility of the contractor and acceptance of work is subject to approval of shop drawings by the Architect.

17.07 Contractor shall furnish all hoists, scaffolds, staging runways and equipment necessary for the completion of this work.

17.08 Obtain and pay for all required electrical permits and licenses.

17.09 Maintain lights and guards required for safety.

17.10 Remove temporary service after use.

PART 18 - CONTRACT CHANGES

18.01 All changes or deviations from the contract, including those for extra or additional work, must be submitted in writing for the approval of the Architect-Engineer. No verbal orders will be recognized.

PART 19 - RUBBISH/CLEANUP

19.01 All rubbish resulting from the work herein specified shall be periodically removed by this Contractor.

19.02 Clean all electrical equipment and materials of all foreign matter (both inside and out). Clean all field fixtures using only methods and materials as recommended by the manufacturer.

PART 20 - PROPOSALS

20.01 The Contractor shall consult the General Conditions and the Proposal Form for proposals and subdivisions of the work required.

PART 21 - EXTENT OF WORK

21.01 The extent of the work under this heading of the contract shall be the furnishing of all plant, labor, material, and equipment as required to complete work as shown on the drawings and as specified under this heading, and all plant, labor, materials and equipment not shown on the drawings or specified, but necessary to make installation complete in accordance with the intent of the contract, provide first class, complete, and operative installation throughout.

21.02 Conduct shall be reamed and thoroughly cleaned before installation of any electrical equipment. Openings shall be plugged and boxes shall be covered as required to keep conduit clean during construction. All conduit shall be fastened to walls and ceilings before the pulling of wires. All conduit shall be as sized above and shall not be smaller than N.E.C. listed minimum requirements.

21.03 E.L.C. shall prepare and submit to the Engineer, upon completion of the project, one complete set of reproducible drawings showing the electrical portion of the project, including all drawings, change order data, etc.) from the Project Bid Documents.

21.03 These drawings will become the property of the Owner and will be for his future reference file, record document.

PART 24 - PROTECTIVE DEEVE COORDINATION STUDY

24.01 Any Project that has breakers that are provided with an adjustable trip setting, those settings must be provided by a coordination study that is provided by the gear manufacturer. The coordination study shall include a time-current curve drawing with recommended settings.

The coordination study shall be provided with the gear submittal concurrently. The Contractor shall be responsible for adjusting the breaker settings to match the coordination study suggestions. If the gear manufacturer does not provide a coordination study, then the electrical contractor shall hire Integrated Consulting Engineers, Inc. to provide the coordination study and respective circuit breaker settings.

DIVISION 16 ELECTRICAL
SECTION 16020
BASIC MATERIALS AND METHODS

PART 1 - CONDUIT

1.01 Materials:

- A. All conduits and raceways shall be as listed below. No other wiring or raceway systems will be allowed.
- B. Rigid conduit (G.R.S.) and intermediate metal conduits (IMC) shall be standard size, hot rolled galvanized steel conduit, minimum 1/2" trade size, as manufactured by Triangle PWC, Inc., Allied, or equal. Rigid conduit and IMC shall be manufactured by Triangle PWC, Inc., Allied, or equal. In trade sizes 2-1/2" to 4", contractor may use Allied "Kwik-Conduit" fittings in lieu of individual steel fittings shall not be used. Contractor may use Allied "Kwik-Fit" fittings in lieu of individual fittings. A "green" in all conduits containing phase conductors. E.M.T. conduit shall not be installed in earth or below grade.
- D. All conduit installed in wet locations, exposed exterior to the building, or subjected to physical abuse (i.e., industrial locations), shall be rigid steel conduit (G.R.S.) or intermediate metal conduit (IMC). All conduit installed in earth or below grade shall be rigid steel conduit (G.R.S.), intermediate metal conduit (IMC), or U.L. approved schedule 40 P.V.C. conduit.
- E. This wall conduit (E.M.T.) may be used where code permits except as outlined above.
- F. Short runs of galvanized or liquid tight steel flexible conduit may be used when approved by the Engineer. (Minimum 1/2" trade size). A separate "green" ground conductor (sized per N.E.C.) shall be installed in all flexible conduits. Type AC "Armored Cable", Type MC "Metal-Clad Cable" or "BX" cable shall not be used, unless any minor unless supplied as part of a manufactured flexible wiring system for lighting and approved by the Engineer.
- G. U.L. approved schedule 40 P.V.C. conduit may only be used where conditions for its use are specified below. P.V.C. conduits shall not be used above grade first class in quality and shall be new and unused.

1.02 Bushings and Locknuts:

- A. Where conduits enter boxes, they shall be rigidly directed to the box by double nuts and bushings. Conduit shall enter the box squarely. Bushings and locknuts shall be made of malleable iron and shall have sharp clear-cut threads.

1.03 Conduit Installation:

- A. Where conduit sizes are not specifically indicated, provide conduit sizes in accordance with the requirements of the N.E.C.

Phase A Black Phase B Red Phase C Blue Phase C Yellow Neutral White Neutral Gray Ground Green (Note: identify "high leg" per N.E.C.)

2.10 All conductors size #6 AWG and smaller shall have colored insulation. Where conductors with black insulation are used for the larger wire sizes (#4 AWG and larger), color coding shall be provided with two (2) layers, one-half lapped, of tape over the insulation. Where any auxiliary conductor is or can be supplied from an emergency system the Contractor shall mark each conductor with an additional two layers, one-half lapped, of Purple colored Scotch Vinyl Electrical tape.

2.11 Isolated Ground conductors shall be green with one yellow stripe. All isolated ground circuits shall be provided with separate phase, neutral, and ground conductors (no shared neutrals or grounds).

2.12 Provide a listing of the above described conductor color code identification scheme at all branch circuit panelboards per Article 210-4(d), National Electrical Code.

2.13 Splices and taps for #6 and larger conductors shall be made with braid type terminations (with insulating jacket) or with split bolt terminations, covered and completely insulated with a minimum of three half-lapped layers of Scotch No. 33-1 (105 degree C) plastic electrical tape or approved insulated fastener. All splices and taps having irregular surfaces shall be properly padded with Scotchlok putty before application of insulating plastic tape. Scotchlok electrical pre-insulated spring pressure connectors or equal may be used for up to #6 conductors.

2.14 If an elevator is provided with a batter lowering device, the Contractor shall be responsible for providing the low voltage wiring between battery charging device and the auxiliary control located in the elevator power module or local disconnecting device. Provide an auxiliary control located near the elevator power module or local disconnecting device if not already specified. Coordinate all requirements with the equipment manufacturer prior to bid.

PART 3 - OUTLET BOXES

3.01 All electrical service outlets, including plug receptacles, lamp receptacles, lighting fixtures and switches shall be provided with 4" square outlet boxes or equivalent boxes, galvanized or aluminum and of required depth for service and shrouded. Single gang "handy boxes" will not be allowed. All outlet boxes shall be flush mount unless otherwise specified. Equipment enclosures and panels shall include a gyp board or plaster finish shall have code gauge galvanized raised covers set to not more than 1/4" behind

line after roughing-in shall be repaired and reset to the approval of the Architect without additional cost to the Owner.

I. Conduit terminations at panelboards, switchboards, motor control center, junction boxes, etc., shall be aligned and installed true and plumb. Wood or steel studs or templates shall be used where required. This work shall also include all steel supports as required for mounting of electrical equipment exceeding weight where steel supports are specified to be furnished under another specification heading.

J. Where conduits cross construction expansion joints, Contractor shall provide Appleton XL or equal expansion couplings with copper bonding jumpers.

K. Where conduits are installed in concrete, all connectors and couplings shall be water tight or rated for direct burial in concrete.

L. Mechanical equipment service clearances as specified in their respective manufacturer's product data shall be maintained free from conduit obstructions.

M. All conduits routed below grade shall be minimum 30' below grade unless noted otherwise on the drawings. All conduits routed above grade shall be installed a minimum of 4" below the slab.

PART 2 - WIRES AND WIRING

2.01 American, Southwire, Essex, or equal code gauge wire, rated 600V, finished with leadless copper coating and bearing Underwriter's label. Wires shall be soft annealed copper with properties conforming to the National Electrical Code requirements. No. 8 gauge and larger shall be stranded and No. 10 gauge and smaller may be solid or stranded, unless noted otherwise on the drawings. Stranded conductors shall only be used on devices and lugs that are U.L. listed for use with stranded conductors.

2.02 Wire smaller than No. 12 gauge shall not be used unless specifically called for on the drawings.

2.03 Unless noted otherwise on the Electrical drawings or herein, all wiring for all systems shall be routed within conduit, shall be in accordance with the National Electrical Code between outlets and boxes (with no splices or taps into conduit). Splices and taps in outlets boxes shall be twisted joints and approved by the Engineer. Where branch circuit connectors shall be used for branch circuit connections, Connectors shall be installed so that all conductors are properly insulated.

2.04 All control wiring shall be copper, solid or stranded, #14 Ga. or larger, depending upon current requirements, with insulation type for 90 C rating. Where stranded conductors shall be used with spade type insulated copper terminals. Unless noted otherwise on the Mechanical drawings or herein, all control wiring shall be installed in all systems shall be routed within conduit, shall be of the same insulation type and shall be continuous between outlets and boxes (with no splices or taps into conduit).

2.05 See riser diagrams and/or other sections of the Specification for type and location for sound, fire alarm, control and other special cables.

2.06 Wires for general use within the building shall be type THHN or type THWN, 90 degree rated except where called for otherwise on the drawings. Type THHN or type THWN shall be used for all wiring in the building. Where branch circuit lugs, environmental conditions, and as Code allows. Wires for other than general use shall be as hereinafter specified for specific services.

2.07 A "green" insulated ground conductor, sized per N.E.C. #6 AWG and as shown on the drawings, shall be installed in each conduit containing phase conductors.

2.08 Where quantities of conductors in a raceway system are not specifically indicated, provide the number as required to maintain function, control and number of circuits as indicated.

2.09 All conductors shall be identified at all termination points in all pull and junction boxes by the following method of color coding:

208/120 Volt System	240/120 Volt System	480/277 Volt System
Phase A Black	Phase A Black	Phase A Brown
Phase B Red	Phase B Red	Phase B Orange
Phase C Blue	Phase C Blue	Phase C Yellow
Neutral White	Neutral White	Neutral Gray
Ground Green	Ground Green	Ground Green

(Note: identify "high leg" per N.E.C.)

2.10 All conductors size #6 AWG and smaller shall have colored insulation. Where conductors with black insulation are used for the larger wire sizes (#4 AWG and larger), color coding shall be provided with two (2) layers, one-half lapped, of tape over the insulation. Where any auxiliary conductor is or can be supplied from an emergency system the Contractor shall mark each conductor with an additional two layers, one-half lapped, of Purple colored Scotch Vinyl Electrical tape.

2.11 Isolated Ground conductors shall be green with one yellow stripe. All isolated ground circuits shall be provided with separate phase, neutral, and ground conductors (no shared neutrals or grounds).

2.12 Provide a listing of the above described conductor color code identification scheme at all branch circuit panelboards per Article 210-4(d), National Electrical Code.

2.13 Splices and taps for #6 and larger conductors shall be made with braid type terminations (with insulating jacket) or with split bolt terminations, covered and completely insulated with a minimum of three half-lapped layers of Scotch No. 33-1 (105 degree C) plastic electrical tape or approved insulated fastener. All splices and taps having irregular surfaces shall be properly padded with Scotchlok putty before application of insulating plastic tape. Scotchlok electrical pre-insulated spring pressure connectors or equal may be used for up to #6 conductors.

2.14 If an elevator is provided with a batter lowering device, the Contractor shall be responsible for providing the low voltage wiring between battery charging device and the auxiliary control located in the elevator power module or local disconnecting device. Provide an auxiliary control located near the elevator power module or local disconnecting device if not already specified. Coordinate all requirements with the equipment manufacturer prior to bid.

PART 3 - NAMEPLATES AND IDENTIFICATION

3.01 General: The following shall be provided with nameplates:

- A. All distribution equipment (disconnected switches (used or nonused), switchboards, panelboards, transformers, motor control centers, separately mounted circuit breakers, contactors, motor starters and relays, etc.).
- 8.02 Inscription: Nameplates shall adequately describe the function or use of the particular equipment involved. Nameplates shall be securely fastened to the equipment and shall include the panel designation, voltage and A.L.C. rating required (See Schedules). For example, "Panel - A,

final finish. Covers shall be selected with proper openings for devices installed in a box. Manufacturers shall be Steel City, Appleton, RACO or equals approved by the Engineer.

3.02 Nameplates shall be mounted on approved metal plates with Caddy #MSF metal stud clip, or equal as approved by the Engineer. Boxes mounted on either metal or wood studs shall be mounted on 2x4 framing with a wood or steel equal as approved by the Engineer. Single metal stud clips without box supports are not acceptable for mounting boxes.

3.03 Sectional boxes shall not be used except where directed and approved by the Architect for installation in unglazed brick walls and concrete walls or floors. Where lighting fixtures and appliance outlets are to be mounted on masonry walls and/or plastered furring or other finish, outlet boxes shall be roughed in to general location before installation of walls and furring and shall be reset to exact dimensions before walls and furring are constructed. All outlet boxes shall be set true to horizontal and vertical lines parallel to walls, floors, and ceilings and be true to finish lines.

3.05 Install all outlets in a secure and substantial manner and locate so as to be compatible with space, construction and equipment requirements and with the work of the other trades.

3.06 Furnish and install plaster boxes for all boxes installed in ceiling (gyp board) ceilings and walls. Verify construction with general construction drawings.

3.07 Boxes for exterior or wet location work (where permitted or approved) shall be Appleton or Crouse-Hinds Type FS or FSC for shallow devices and Type FD or FDC for deep devices. Boxes for ceiling mounted lighting fixtures shall have approved non-ferrous metal covers and switches. All exterior boxes shall have beveled edge steel blank cover plates.

3.08 Location of outlets on small drawings is approximate and exact dimensions for location of outlets shall be as taken from large scale drawings and details on drawings or as approved by the Architect. Outlets shall be centered from column centers and finished wall lines or to center of joints of wall panels. Ceiling outlets shall be installed at ceiling height and shall be ceilings and connected to outlets in ceiling or slab above.

3.09 Clock outlets shall be mounted 8'-0" above floor unless otherwise noted on the drawings. All other outlets shall be mounted at heights above floor as called for on the drawings or as directed. Bracket lights over mirrors shall be centered on mirror with 2" clearance above mirror.

3.10 Boxes for switches and receptacles installed in columns shall be located off center to allow for future partitions.

3.11 Boxes for switches at or near doors shall be installed on the side opposite the hinge and within 6" of the door. Verify door swing direction prior to rough-in.

3.12 Rough-in outlets for electric water coolers so as to be concealed behind coolers, but remain accessible, in accordance with recommendation of equipment supplier.

3.13 To prevent sound from traveling through walls, electrical conduits in floor to match other plates and provide the same stud space. Through-wall boxes shall not be used. In fire rated walls or partitions, outlet boxes on opposite sides of walls shall be provided with fire-rated boxes of distance of not less than 24 inches. Installation shall be per UBC with fire stopping pads manufactured by International Firestopping Co., Inc. Outlet boxes larger than 4" square shall not be installed in fire rated walls or partitions. Verify location of fire rated walls or partitions with Architectural drawings prior to rough-in.

3.14 Provide blank cover plates for all outlet boxes not used. Plates in finished areas shall match those specified for weather and receptacle devices. Blank cover plates for junction boxes supplied from the emergency system or fire alarm system shall be painted red.

PART 4 - INSTALLATION OF SWITCH PLATES, ESCUTCHEONS, ETC.

4.01 It shall be the duty of this Contractor to examine the plaster, masonry and other conditions before installation of metal plates make sure that these accessories, when installed, will fit and cover properly and leave no open or unfinished surface exposed. Contractor shall be responsible for the installation where faulty work on the part of others is found, and he shall promptly report the trouble to the Architect.

PART 5 - SUPPORTS AND HANGERS

5.01 Provide supports and hangers as necessary and as required to insure a good and substantial installation. Support rails, runways, fixtures, cabinets, boxes, etc., or approved type of trapeze hangers or wall hangers shall be used. Where an Unistrut, American Electric, B-Line, Globe, or approved type of support is used, provide steel hanger rods securely fastened to or through the building structure for all trapezes, etc. Do not suspend from mechanical piping or ductwork. Perforated plumber's straps or wire will not be permitted.

PART 6 - JUNCTION, PULL AND SUPPORT BOXES

6.01 Pull and junction boxes shall be code gauge galvanized steel with bolts, hinged or screwed covers. Boxes shall be flush or surface mounted as shown or required by N.E.C. and job conditions. Install in accessible locations.

6.02 Conductors shall not be spliced within pull boxes.

6.03 Boxes shall be rated as shown on the drawings or as required by applicable codes, i.e., raintight, weatherproof, explosion-proof, etc.

PART 7 - PAINTING AND FINISHES

7.01 Preparation of the material and the materials used for priming and final painting shall be in accordance with the "Painting" section. Final painting shall be performed under "Painting" section. Priming shall be performed under this specification. Equipment enclosures and panels shall include a gyp board or plaster finish shall have code gauge galvanized raised covers set to not more than 1/4" behind

120/208 V, 3-Phase, 4-wire, 10,000 A.L.C." The name used for a machine nameplate shall be the same as the one used on the machine's motor starter, disconnect and P.B. station nameplates. Nameplates shall be mounted on approved metal plates shall also indicate fuse type and size.

8.03 Construction: Nameplates shall be laminated phenolic plastic, black front and black with white core. Nameplates for emergency system panelboards and transfer switches shall be red front and back with white core letters. Lettering shall be engraved through front layer to form 1/4" white characters (1/2" white letters for distribution panels and switchboards). Branch switch label shall be 1/4" letters. Nameplates shall be securely fastened to the equipment to be identified, with double sided adhesive backed tape. Motor nameplates may be non-ferrous metal not less than 0.02" thick, die stamped with nameplate data. The installation are part of this work. Free hand lettering or adhesive tape type label markers will not be accepted.

8.04 Special Electrical Systems (alarm, fire alarm, sound, emergency systems, etc.) shall be so identified at junction and pull boxes, terminal cabinets and equipment racks with a permanent, waterproof means of identification. (Example - FIRE ALARM). Free hand lettering or adhesive tape type label markers will not be accepted.

8.05 Wall switches or other control devices controlling equipment or devices shall be installed in accordance with the National Electrical Code and shall be provided with engraved nameplates.

PART 9 - WALL SWITCHES

9.01 Wall switches in general, used to control lighting, shall be quiet operating, listed by U.L. and conform to NEMA standards as well as the latest Federal Specification W-58166. Each switch type meets this specification shall be submitted to the Engineer for approval.

9.02 Switches shall be single pole, two-pole, three-way, or four-way, as called for on the drawings. Groups of switches shall be under one cover plate. Where switches are in fire rated walls or partitions, switches shall be maximum of 2 gauge under one cover plate.

9.03 All Switches shall be rated 20 A. at 125 V., - 277 V., unless specified otherwise.

9.04 Switches: (Verify codes)

Manuf. (Series #)	Toggle	Key/Pilot
P & S	20AC1	20AC1-L
Hubbell	1221	1221-L
Leviton	1221-2L	1221-PLR
Arrow	1221	1991L

Once device manufacturer has been selected, all switches, receptacles and plates in the project shall be by the same manufacturer, unless noted otherwise on the Drawings or in the Specifications.

9.05 Pilot light switches shall be illuminated toggle switch lighted red in the "on" position. Key switches shall be master key.

9.06 All switches shall have High-Impact Thermoplastic or Nylon (not Thermoset), smooth surface, wall plates. Where plates are noted to be engraved or labeled, provide stainless steel plates in lieu of color to match other plates and provide engraved filled letters. If approved by the Engineer, high-impact thermoplastic plates with filled letters may be substituted for engraved plates. Provide a sample plate to be submitted for approval. Plates shall be set plumb and parallel with the wall. Stainless steel plates, where used or specified shall be .032" nominal thickness, non-magnetic.

9.07 Color of switches and plates shall be as selected by the Architect. Verify colors prior to ordering.

9.08 Provide barriers between 277V, switches and between 277V, and 120V, switches installed in a common outlet box. Provide barriers between 277V and 120V switches.

9.09 Wall box dimmers shall be linear slide type with smooth face plates, no exposed cooling fins, equal to Lutron NT-600, NT-1000, or NT-1500 for loads up to 1000 Watts. For loads 1500W to 2000W, Lutron N-2000, Verify color of face plate and dimmer with Architect prior to ordering. Coordinate LED dimmer switch compatibility with LED fixtures used for lighting.

PART 10 - RECEPTACLES

10.01 Convenience duplex receptacles shall be grounded twin outlet receptacles rated 20 amperes at 125 volts.

10.02 Provide VFC receptacles with a single lift hinged weatherproof coverplate for interior or exterior receptacles protected from the weather (not subjected to rain, water runoff, or hose down) or in other damp locations (subject to rain, water runoff, or hose down) to provide heavy duty metallic weatherproof cover. Suitable for wet locations will be equal to Hubbell MK42605.

10.03 See drawings for special outlet schedule.

10.04 Receptacle body shall be formed of high-impact thermoplastic or urea and receptacle contacts shall be Bronze. Receptacles shall be listed by U.L. and conform to NEMA standards as well as the latest Federal Specification W-596. Certification that receptacle meets or exceeds N.E.M.A. Standards shall be submitted to the Engineer for approval.

10.05 Surge suppression (TVSS) duplex receptacles shall be 20A., 125V., NEMA 5-20R devices. Receptacles

10.06 Receptacles: (Verify colors)

Manuf:	DUPLEX	DUPLEX	DUPLEX	CLOCK
	GFCI	ISOLATED	GRD.	
	(20A,125V)	(20A,125V)	(20A,125V)	(15A,125V)
P & S	5362A	2091S	IG300	S3733-SS
Hubbell	HBL5362	GF5352	IG5362	HBL5235
Leviton	5362A	6899	5362-IG	5621-CH
Arrow-Hart	5362	GF5342	IG5362	5708

Once device manufacturer has been selected, all receptacles, switches, and plates in the project shall be the same manufacturer, unless noted otherwise on the Drawings or in the Specifications.

10.07 Where tamperproof receptacles are indicated on the drawings to be provided, receptacles shall be equal to Hubbell ICSR20, 20 amp, 125 volt. Provide tamper proof receptacles in all areas indicated per 2017 NEC section 406.12.

10.08 Install receptacles to clear all cabinets, equipment, etc.

10.09 All receptacles shall have High-Impact Thermoplastic or Nylon (not Thermoset), smooth surface, wall plates. Where plates are noted to be engraved or labeled, provide stainless steel wall plates in color to match other plates and provide engraved filed letters. If approved by the Engineer, high-impact thermoplastic plates with filled letters may be used for engraving provided that a sample plate is submitted for approval. Plates shall be set plumb and parallel with the wall. Stainless steel plates where used or spacially shall be .032" nominal thickness, non-magnetic.

10.10 Color of receptacles and plates as selected by the Architect. Verify color prior to ordering. Receptacles on emergency power shall be Red in color.

10.11 Provide duplex receptacle on separate circuit beside each telephone terminal board location and other communications equipment requiring 120 volt power.

10.12 Provide GFCI protection as required in 2020 NEC 210.8.

10.13 Combination USB/Duplex receptacle shown on floor plans shall be equal to Hubbell USB20.

10.14 Electrical contractor shall provide testing in patient care areas per NFPA 99.

PART 11 - FLOOR BOXES

11.01 Unless noted otherwise on the drawings, flush floor boxes shall be equal to Steel City #88 Series floor box with P-60-03 cover plate for power and P-10-2 cover plate for telephone and data outlets. Provide with carpet flange for floors with carpet. Verify exact location with Architect prior to rough-in.

11.02 All floor boxes shall be cleaned of all construction debris and dirt.

11.03 Where fire rated "poke-through" devices are specified, Contractor shall install devices after concrete pour and after final verification of location with Owner. Fire rated "poke-through" devices shall be spaced apart from each other as required by the manufacturer and UL.

11.04 PVC floor boxes may be used in lieu of floor boxes indicated above. PVC floor boxes shall be equal to Walker, Wilremold, Hubbell, Carlon, with metal covers. Receptacle covers shall be double flap, telephone and data covers shall be combination 2 1/2" x 1 1/2" inserts. Unless noted otherwise on the drawings, all floor boxes for similar devices shall be either metal or PVC, no intermixing of same types of floor boxes will be allowed.

PART 12 - CONTACTORS AND RELAYS

12.01 Shall be as manufactured by Cutler-Hammer, General Electric, Siemens, Allen Bradley, or Square "D". They shall be as sized on the drawings.

12.02 All contactors and relays shall be "T" (Tungsten) rated.

PART 13 - TIME SWITCHES

13.01 Time switches by Torq, Intermatic, or Paragon equal to those shown on the drawings or specified below, and approved by the Engineer, will be acceptable.

13.02 Exterior lighting or interior time switches shall be Intermatic ET00115C Series, 365 day with built in 100 hours super capacitor, unless specified otherwise. Set time switch per Owners Requirements.

13.03 All time switches shall be provided with momentary contacts if required.

13.04 All time switches shall be provided with manual bypass switches and standby battery systems.

PART 14 - PHOTO ELECTRIC CONTROLS

14.01 Photo Electric Controls by Torq, Intermatic, or Paragon equal to those indicated below and approved by the Engineer will be acceptable.

14.02 Photo Electric Controls (Photo Switches-Photo Cells) shall be Intermatic HEK4236S rated at 3000V, 120-277V rated at 6A electronic ballast, 1600 Tungsten, weatherproof. Mount on roof and orient photo electric controls to the north. Photo-electric controls supplied as a part of a fixture assembly shall be as provided by Fixture Manufacturer.

14.03 All photocell housings supplied as part of the light fixture assembly or mounted on the light fixture shall be painted to match the light fixture finish.

PART 15 - STARTERS (SEPARATELY MOUNTED)

15.01 Starters for all devices shown on all drawings shall be supplied by the Electrical Contractor unless specifically noted otherwise on the drawings.

15.02 Starters shall have melting alloy relays or bimetallic overload relays (as required for load served). Starter housing shall have NEMA rating for the location (general purpose, weatherproof, etc.). Each starter shall have an H-O-A switch in cover and control transformer (if required) for controls. See drawings for multispeed starter requirements.

15.03 Coil voltage shall be as required for controls as shown on all drawings and control power transformer size shall be adequate to provide control functions as shown.

15.04 Provide each starter with a spare set of auxiliary contacts. One closed when the starter is deactivated and one closed when the starter is activated.

15.05 Overload thermal units shall be sized on the basis of actual motor nameplate current. Overloads shall be non-adjustable NEMA standard trip and shall be available in sizes covering the complete NEMA horsepower. Starters shall be Class 20 (Class 10 not acceptable).

15.06 Starters shall be fully NEMA rated; I.E.C. design starters will not be acceptable.

15.07 Separately mounted starters shall be by the same manufacturer as the distribution equipment, or Allen Bradley or Fumas.

PART 16 - DISCONNECT SWITCHES

16.01 The Contractor shall furnish and install externally operated, non fused and/or fused (with Class R rejection features), heavy duty, horsepower rated, disconnect switches at all points indicated on the drawings or required by code. These switches shall be by the same manufacturer as the distribution equipment.

16.02 All disconnect switches shall be fused except for disconnect switches that have individual fuse protection

at point circuit receives its supply.

16.03 Provide dead front type for all exterior disconnects on grade level when so required by local code.

16.04 All fused disconnect switches shall have a minimum rating of 100,000 A.I.C. with fuses installed unless noted otherwise on the drawings.

16.05 All disconnect switches shall be provided with grounding kits.

PART 17 - FUSES

17.01 Cartridge type fuses of proper size as required shall be furnished and installed for all switches and panelboards throughout, and an additional supply of three (3) spare fuses of each size shall be furnished in original packages to the Owner. Furnish a NEMA enclosure with hinged cover equal to Busmann type SFC for storing all spare fuses and locate adjacent to main service equipment. Fuses for motor and mechanical equipment shall be sized from the nameplate data per N.E.C. requirements.

17.02 Fuses shall be manufactured by Busmann Mfg. Co., Gould-Shawmut Co., Littelfuse or approved equal by Engineer. Fuse types shall be installed as follows:

Main Service and Distribution Feeder Protection:

	Busman	Littelfuse	Shawmut
601 amps and larger	KRP-CIKTN	KLPC	A4BQ
600 amps and less	LPN-RK	LLN-RK	A2D-R
250volts and less (Class RK1)			
600 amps and less	LPS-RK	LLS-RK	A6D-R
600volts and less (Class RK1)			

Motors and Primary Feeders for Transformers:

250 volts and less (Class RK5)	FRN-R	FLN-R	TR-R
600 volts and less (Class RK5)	FRS-R	FLS-R	TRS-R

17.03 Class T fuses will not be accepted, unless they are a part of a manufacturer assembly or approved by the Engineer. Class J fuses may be used as an alternate to the Class R fuses listed above.

17.04 Fuses installed on project shall be by one manufacturer only. (Do not intermix Manufacturers.)

PART 18 - EQUIPMENT CONNECTIONS

18.01 For 120 volt motors 1/2 HP. and less, 15 amperes and less. Contractor shall provide Busmann "SSY" box cover unit for indoor application and "SSN" box cover unit for outdoor application, or equal by Perfect-Line, with fastat plug fuse and integral toggle switch for motors 1/2 HP-120V, and less. Fastats for cord and plug equipment with fuses 15 amperes and less shall be Busmann "SRF" box cover unit, or equal by Perfect-Line, with fastat plug fuse. Mount fastats in housings of equipment served wherever possible. Plug fuses for motors shall be sized based upon 125% of manufacturer's nameplate full load amperage unless otherwise indicated on drawings.

18.02 For 3/4 HP-120V, motors, Contractor shall provide (1) 20 amp 1 pole 120 volt toggle disconnect switch with a Busmann "HPD" fuse holder and "FNQ" fuse at each unit. Switch and fuse holder to be mounted in cover of a 4" square junction box at each unit. For 3/4 HP-120V, motors that are provided with cord and plug, Contractor shall provide 20 amp 120 volt duplex receptacle with (1) 20 amp 1 pole 120 volt toggle disconnect switch on the side of receptacle, and Busmann "HPD" fuse holder and "FNQ" fuse on line side of receptacle. Switch, receptacle, and fuse holder to be mounted in cover of a 4" square junction box at each unit. Fuses for motors shall be sized based upon 125% of manufacturer's nameplate full load amperage unless otherwise indicated on drawings.

DIVISION 16 ELECTRICAL
SECTION 1630
SERVICE AND DISTRIBUTION

PART 1 - MAIN SERVICE

1.01 Primary: See the plans.

1.02 Secondary: See the plans. Voltage will be, 277/480-volt, 3-phase, 4-wire, WYE, 120/208-volt, 3-phase, 4-wire, WYE, 240-volt, 3-phase, 3 wire Delta, or 120/240-volt, 1-phase, 3 wire.

1.03 Consult power company for their requirements and for coordinating with their installation. Contractor shall provide any work thus required beyond that indicated by drawings and/or specifications and pay for costs incurred for Utility Company to install both temporary and permanent service to the project. Verify costs with Utility Company prior to bidding. Contractor shall provide ground rods around electrical transformers and electrical pedestals per Utility Company standards.

1.04 The contractor shall engage the services of a qualified firm to perform comprehensive short circuit calculations in accordance with NEC Section 408.6. The results must ensure that all new equipment, including panelboards, switchboards, switchgear, and distribution boards, are properly rated to handle the maximum fault current they may encounter. Proper documentation of these calculations should be provided to verify compliance with NEC and requirements. This documentation shall be provided with the gear submittal. The submittal will not be reviewed. The void below panel shall be provided with conduit cap marking all the equipment with the available fault current and the date it was performed. If desired, IEC can provide these comprehensive short circuit calculations as an additional service.

PART 2 - DISTRIBUTION EQUIPMENT

2.01 Part 2 applies to all distribution equipment supplied on the Project.

2.02 All electrical distribution equipment (switchboards, panelboards, disconnect switches, transformers, starters, etc.) shall be of one manufacturer, unless specifically noted on the drawings, in the specifications, or approved by the Engineer. Intermixing of distribution equipment by different manufacturers will not be permitted.

2.031 shown on the plans, provide surge arrester for lightning protection on main service entrance. Refer to drawings for voltage and phasing of service. Arrester shall be located within, or adjacent to, the main switch enclosure as indicated on the plans.

2.04 Equipment layouts on the drawings are based upon one manufacturer. Verify all actual equipment sizes with the equipment manufacturer prior to bidding.

2.051 layout changes are required due to other electrical

manufacturers equipment size, they must be submitted to and approved by the Engineer prior to bidding. National Electric Code working clearances must be maintained at all times. In no case will extra remuneration be allowed for layout changes that differ from those shown.

C. Branch Circuit Breaker Panelboards:

Panel Rating	Square D	Siemens	G.E.	Cutler-Hammer
240V (400A max)	NF	P1	AL/AQ	PRLX1
480V (400A max)	NF	P1	AE	PRLX2

3.03 Circuit Breaker Distribution Panelboards:

- A. Panelboards rated up to 240V (600A, and above) shall have a short circuit current rating tested to U.L. Standards for a minimum rating of 10,000 A.I.C. unless noted otherwise on the drawings. Breaker rating with-in panel shall be equal to or greater than minimum integrated equipment rating. Series ratings will not be accepted, unless specifically noted otherwise on the drawings.
- B. Panelboards rated over 240V and up to 480V (600A and above) shall have a short circuit current rating tested to U.L. Standards for a minimum rating of 14,000 A.I.C. unless noted otherwise on the drawings. Breaker rating with-in panel shall be equal to or greater than minimum integrated equipment rating. Series ratings will not be accepted, unless specifically noted otherwise on the drawings.
- C. Circuit Breaker Distribution Panelboards:

Panel Rating	Square D	Siemens	G.E.	Cutler-Hammer
All Ratings	I-Line	PS	Spectra	PRLX3

D. Distribution panels located in finished rooms (other than mechanical, electrical rooms or janitor rooms) shall be provided with key locking doors.

DIVISION 16030

PART 4 - DRY TYPE TRANSFORMERS (AS INDICATED BY DRAWINGS)

4.01 Dry type transformers up to 10 KVA (115 deg. C. rise), 15 KVA thru 112 1/2 KVA, 150 deg. C. rise), above 115-120 KVA, (80 deg. C. rise or higher rating), all in ambient of 40 deg. C. unless noted otherwise on plans.

4.02 Transformers (15 KVA and larger) shall have core isolated from the housing by vibration isolators. The entire housing shall also be isolated from the building by vibration isolators. Connecting conduits shall have flexible steel sections (12" long) to isolate sound transmission. Transformers shall meet NEMA ratings for sound levels and have not less than 4 kVA capacity 2 1/2% taps (2 above and 2 below normal). These units may be as manufactured by the manufacturers providing distribution equipment or Hevi-Duty or Jefferson.

4.03 Provide "K" factor transformers where indicated on the drawings. "K" factor transformers shall be provided with electrical shielding, Class 220 insulation, reduced core flux, and 200% neutral terminal.

DIVISION 16 ELECTRICAL
SECTION 16040
LIGHTING

PART 1 - LIGHTING FIXTURES

1.01 This work shall include all lighting fixtures and lamps as specified on the drawings and herein. Fixtures shall be completely free of defects, dents, rust or chipped surfaces. No cracked, broken, or chipped lenses will be acceptable. Fixtures that are cracked, broken, chipped, rusted, dented or otherwise damaged shall be replaced without additional cost to the Owner. Fixtures shall be furnished complete including hickies, suspension nipples, and all other materials and equipment as required for hanging and supporting fixtures in accordance with U.L., ULRC, and NEC requirements. This Contractor shall furnish and install lamps for all fixtures and shall wipe fixtures and lamps before and after installation. All recessed mounted fixtures shall be mounted with the trim flush to the finish ceiling or wall surfaces, free of gaps or cracks.

1.02 Electrical Contractor shall verify exact ceiling types in all areas with architectural room finish schedule for exact fixture mounting (i.e., grid or flange type mounting) prior to ordering of fixtures. Electrical Contractor shall verify ceiling construction details in all areas and provide appropriate mounting hardware for installation of lighting fixtures. All surface mounted fixtures shall be supported independent from ceiling system and shall be securely mounted. Lay-in fixtures shall be supported directly from structure, unless ceiling system has been designed for support of such fixtures.

1.03 General Contractor shall provide fireproofing around recessed fixtures installed in fire-rated ceilings per U.L. requirements. Electrical Contractor shall coordinate.

1.05 Provide thermal switches on all recessed fixtures as required by N.E.C.

1.08 Light fixtures supported by framing members of suspended ceiling systems shall be attached to the framing member by mechanical means. Clips identical for use with the type of ceiling framing member and fixture shall be provided.

1.07 All light fixtures (housing, door, etc) shall be provided with factory applied powder coat baked enamel finish, applied after final fabrication, unless specifically noted otherwise on the lighting fixture schedule or drawings. Fixtures using pre-painted metal components will not be acceptable.

1.08 All light fixtures shall be provided with captive spring loaded latches, unless specifically noted otherwise on the lighting fixture schedule or drawings. Fixtures using non captive springs will not be accepted.

1.09 Connections to all fixtures mounted in lay-in ceilings shall be as follows:

- A. Provide J-Box on structure above fixtures for power circuit supply connections. Install U.L. listed 3/8" flexible (min.) steel conduit (whip) down to each fixture. Each whip shall be field cut to length to allow fixture to be relocated up to 4" in any horizontal direction. Whips shall include (2) or (3) #12 AWG Copper, 90 degree rated, conductors (numbers as indicated) and a #12 AWG Copper ground conductor. Fixtures factory supplied with U.L. listed whip assemblies shall also be provided with the conductors as listed above.

B. Contractor may use a pre-manufactured flexible wiring system for light fixture connections. System shall be similar to "AFC" systems and shall not be used for switch drops or systems other than lighting.

C. If tandem wired fixtures are used, the maximum whip length between fixtures for electronic ballasts shall be 9 feet.

1.10 Where fixtures are mounted in continuous rows, each row shall be supplied with 2 #12 AWG & 1 #12 AWG "green" ground, 90 degree C., rated, Copper conductors, all within 1/2" flexible steel conduit. Feed through wiring shall also be #12 AWG, 90 degree C. copper. Where flexible steel conduit is to be used, all fittings shall be U.L. labeled for the purpose.

1.11 Lamps shall be as follows. Once a manufacturer has been selected, all lamps on the project shall be by the same manufacturer.

1.17 LED Lighting

unless specifically noted otherwise on the drawings. All breakers shall be of the bolt-on type only.

C. Branch Circuit Breaker Panelboards:

Panel Rating	Square D	Siemens	G.E.	Cutler-Hammer
240V (400A max)	NF	P1	AL/AQ	PRLX1
480V (400A max)	NF	P1	AE	PRLX2

3.03 Circuit Breaker Distribution Panelboards:

- A. Panelboards rated up to 240V (600A, and above) shall have a short circuit current rating tested to U.L. Standards for a minimum rating of 10,000 A.I.C. unless noted otherwise on the drawings. Breaker rating with-in panel shall be equal to or greater than minimum integrated equipment rating. Series ratings will not be accepted, unless specifically noted otherwise on the drawings.
- B. Panelboards rated over 240V and up to 480V (600A and above) shall have a short circuit current rating tested to U.L. Standards for a minimum rating of 14,000 A.I.C. unless noted otherwise on the drawings. Breaker rating with-in panel shall be equal to or greater than minimum integrated equipment rating. Series ratings will not be accepted, unless specifically noted otherwise on the drawings.
- C. Circuit Breaker Distribution Panelboards:

Panel Rating	Square D	Siemens	G.E.	Cutler-Hammer
All Ratings	I-Line	PS	Spectra	PRLX3

D. Distribution panels located in finished rooms (other than mechanical, electrical rooms or janitor rooms) shall be provided with key locking doors.

DIVISION 16030

PART 4 - DRY TYPE TRANSFORMERS (AS INDICATED BY DRAWINGS)

4.01 Dry type transformers up to 10 KVA (115 deg. C. rise), 15 KVA thru 112 1/2 KVA, 150 deg. C. rise), above 115-120 KVA, (80 deg. C. rise or higher rating), all in ambient of 40 deg. C. unless noted otherwise on plans.

4.02 Transformers (15 KVA and larger) shall have core isolated from the housing by vibration isolators. The entire housing shall also be isolated from the building by vibration isolators. Connecting conduits shall have flexible steel sections (12" long) to isolate sound transmission. Transformers shall meet NEMA ratings for sound levels and have not less than 4 kVA capacity 2 1/2% taps (2 above and 2 below normal). These units may be as manufactured by the manufacturers providing distribution equipment or Hevi-Duty or Jefferson.

4.03 Provide "K" factor transformers where indicated on the drawings. "K" factor transformers shall be provided with electrical shielding, Class 220 insulation, reduced core flux, and 200% neutral terminal.

DIVISION 16 ELECTRICAL
SECTION 16040
LIGHTING

PART 1 - LIGHTING FIXTURES

1.01 This work shall include all lighting fixtures and lamps as specified on the drawings and herein. Fixtures shall be completely free of defects, dents, rust or chipped surfaces. No cracked, broken, or chipped lenses will be acceptable. Fixtures that are cracked, broken, chipped, rusted, dented or otherwise damaged shall be replaced without additional cost to the Owner. Fixtures shall be furnished complete including hickies, suspension nipples, and all other materials and equipment as required for hanging and supporting fixtures in accordance with U.L., ULRC, and NEC requirements. This Contractor shall furnish and install lamps for all fixtures and shall wipe fixtures and lamps before and after installation. All recessed mounted fixtures shall be mounted with the trim flush to the finish ceiling or wall surfaces, free of gaps or cracks.

1.02 Electrical Contractor shall verify exact ceiling types in all areas with architectural room finish schedule for exact fixture mounting (i.e., grid or flange type mounting) prior to ordering of fixtures. Electrical Contractor shall verify ceiling construction details in all areas and provide appropriate mounting hardware for installation of lighting fixtures. All surface mounted fixtures shall be supported independent from ceiling system and shall be securely mounted. Lay-in fixtures shall be supported directly from structure, unless ceiling system has been designed for support of such fixtures.

1.03 General Contractor shall provide fireproofing around recessed fixtures installed in fire-rated ceilings per U.L. requirements. Electrical Contractor shall coordinate.

1.05 Provide thermal switches on all recessed fixtures as required by N.E.C.

1.08 Light fixtures supported by framing members of suspended ceiling systems shall be attached to the framing member by mechanical means. Clips identical for use with the type of ceiling framing member and fixture shall be provided.

1.07 All light fixtures (housing, door, etc) shall be provided with factory applied powder coat baked enamel finish, applied after final fabrication, unless specifically noted otherwise on the lighting fixture schedule or drawings. Fixtures using pre-painted metal components will not be acceptable.

1.08 All light fixtures shall be provided with captive spring loaded latches, unless specifically noted otherwise on the lighting fixture schedule or drawings. Fixtures using non captive springs will not be accepted.

1.09 Connections to all fixtures mounted in lay-in ceilings shall be as follows:

- A. Provide J-Box on structure above fixtures for power circuit supply connections. Install U.L. listed 3/8" flexible (min.) steel conduit (whip) down to each fixture. Each whip shall be field cut to length to allow fixture to be relocated up to 4" in any horizontal direction. Whips shall include (2) or (3) #12 AWG Copper, 90 degree rated, conductors (numbers as indicated) and a #12 AWG Copper ground conductor. Fixtures factory supplied with U.L. listed whip assemblies shall also be provided with the conductors as listed above.

B. Contractor may use a pre-manufactured flexible wiring system for light fixture connections. System shall be similar to "AFC" systems and shall not be used for switch drops or systems other than lighting.

C. If tandem wired fixtures are used, the maximum whip length between fixtures for electronic ballasts shall be 9 feet.

1.10 Where fixtures are mounted in continuous rows, each row shall be supplied with 2 #12 AWG & 1 #12 AWG "green" ground, 90 degree C., rated, Copper conductors, all within 1/2" flexible steel conduit. Feed through wiring shall also be #12 AWG, 90 degree C. copper. Where flexible steel conduit is to be used, all fittings shall be U.L. labeled for the purpose.

1.11 Lamps shall be as follows. Once a manufacturer has been selected, all lamps on the project shall be by the same manufacturer.

1.17 LED Lighting

A. Shall be Reduction of Hazardous Substance (RoHS) compliant, and comply with FCC 47 CFR Part 15, IES LM-79 & 80.

B. Minimum CRI of 80 with a color temperature of 3000-4000°K for interior fixtures and 4000-4500°K for exterior fixtures, unless otherwise noted in the Contract Documents.

C. Minimum rated life of 60,000 hours at 25°C ambient temperature.

D. LED driver shall have a THD of <20%, and a power factor of 0.95 or higher with integral short circuit, open circuit and overload protection.

E. LED driver and LED module shall be accessible and replaceable from below.

F. LED lighting fixtures shall be assembled in the USA with minimum 80% materials content from the USA.

G. LED fixtures shall be provided with a manufacture warranty.

H. E.C. to provide all low voltage wiring for 0-10V dimmable fixtures. Provide pink and purple pair of wires to connect luminaires, drivers and devices.

1.18 Emergency operation of fixtures

1. Fixtures shown in the future schedule to contain a battery charger and battery shall be supplied by a factory installed sealed replaceable nickel cadmium battery and a solid state inverter charger and switch systems.

2. The emergency Battery Section shall be connected on the same circuit as the light ahead of any switches or contactors controlling area lights so that emergency lighting is maintained at all times. Other lamps not on emergency system in same fixture will be switched with area lights. Lamp sockets in Emergency Fixtures shall be in the exact same position as lamp sockets in non-emergency fixtures of the same type and number of lamps. All components shall be unconditionally guaranteed for three (3) years by emergency unit. Units shall be manufactured by Bodine, Iota, or approved by Engineer.

1.19 Exit Signs and Other Emergency Fixtures

SECTION 16720 - FIRE ALARM SYSTEM

PART 1 GENERAL

1.1 SCOPE & RELATED DOCUMENTS:

A. The work covered by this section of the specifications includes the furnishing of all labor, equipment, materials, and performance of all operations in connection with the installation of the Fire Alarm System Network shown on the drawings and as herein specified and as directed by the Architect/Engineer.

B. The requirements of the conditions of the Contract, Supplementary Conditions and General Requirements, apply to the work specified in this section.

C. The complete installation is to conform to the applicable sections of NFPA 71, NFPA 72, NFPA 96, Life Safety Code, ADA, F.M. U.L. Local Code Requirements of the City and National Electrical Code with particular attention to Article "Fire Alarm Systems", unless noted otherwise in these specifications or on the drawings.

D. The work covered by this section of the specifications is to be coordinated with the related work as specified elsewhere under the project specifications.

E. The installation shall be per the manufacturers rules and specifications.

F. The manufacturer shall be licensed and certified in accordance with any City Ordinance, and shall provide Certificates upon demand of the building owner, architect or engineer. The manufacturer will coordinate and provide a test of the system in the presence of the Local Fire Department - Fire Prevention Division in accordance with the Fire Departments Testing requirements. The manufacturer shall submit any or all calculation and diagrams to City State Fire Department as required to get system approved. Successful Fire Alarm manufacturer is to provide signed & sealed drawings to City or State Fire Departments as required to get system approved.

G. It shall be the responsibility of the Contractor to provide all equipment and materials for the fire alarm system supplied. All equipment shall be located as shown on the drawings. Any equipment not specifically mentioned in this specification or not shown on the drawings, but required for the operation of a completely functional system shall be furnished and installed.

H. Fire alarm drawings from manufacturer and programming diagrams on final read out shall indicate owner approved room numbers.

1.2 QUALITY ASSURANCE:

A. Each and all items of the Fire Alarm System shall be listed as a product of a SINGLE fire alarm system manufacturer under the appropriate category by Underwriters Laboratories, Inc. (U.L.) and shall bear the "U.L." label. All control equipment is to be listed under UL category VOYZ as a single control unit. Partial listing is NOT to be accepted. The system components shall meet the requirements of the Americans with Disabilities Act (ADA).

B. All equipment shall be U.L. approved for both fire and security and installed in accordance with the requirements of the National Electrical Code, Americans with Disabilities Act (ADA), local codes and these specifications, with the stricter requirement governing in case of possible variance. Systems equipment shall be jointly guaranteed by the Electrical Contractor and the systems' manufacturer for a period of one (1) year from the date of acceptance.

C. Manufacturers equipment shall conform to the standards herein and the manufacturer must supply proof of having produced similar equipment for at least ten years, provide the Engineer with a written history of similar local systems now rendering satisfactory service. Supplier of this equipment must also have had service and sales of the same equipment for the past 4 years. The supplier shall be licensed and certified in accordance with applicable codes and ordinances and shall provide proof of same upon demand of the building owner, governing agencies, Architect or Engineer. The manufacturer shall provide a test of the system in the presence of the local Fire Department in accordance with the Fire Departments Testing requirements.

D. "Sensor" as described in this Specification for smoke, heat, and duct sensors is a descriptive term and shall be a term interchangeable with "detector" as indicated on the Drawings and NFPA 72.

1.3 GENERAL:

A. The fire alarm control panel shall monitor addressable sensors in the buildings and shall report to the annunciator panel.

B. The F.A.C.P. shall be 24 VDC operation with 120 VAC operating power. Internally mounted, properly sized, sealed gelled lead acid batteries shall be provided for the system at monitoring station. The 24 hours backup by alarm mode for 5 minutes.

C. Provide alarm initiation from manual stations located at each exit, automatic smoke/heat sensors located as shown, duct smoke sensors in the air handling units, smoke and fire/smoke dampers, sprinkler water flow and sprinkler tamper switches. Provide audiovisual alarm indicating devices on the inside. All devices shall be located as shown on the drawings.

D. Provide a general alarm indication throughout the new building and existing building when any fire alarm initiating device described is activated.

E. Provide the closure of all smoke doors, and shutdown of air handling equipment controlled during a general alarm. This function shall remain in effect until the system has been completely returned to its normal status (silencing mode) and be controlled digital. A high degree of communication reliability must be obtained by using parity data bit error checking routines for address codes and check sum routines for the data transmission protocol. Systems that do not utilize full digital transmission protocol (i.e., that may use time pulse width methods to transmit data, etc.) will not be acceptable since they are considered unreliable and prone to errors.

F. Identification of Addressable Devices - Each addressable device must be uniquely identified by an address code entered on each device at time of installation. The use of jumpers to set address will not be acceptable due to the potential of vibration and poor contact.

G. Wiring Type, Distance, Survivability and Configuration Wiring types will be approved by the equipment manufacturer. The system must allow up to 2,500 feet wire length in the furthest addressable device.

H. Fire Sprinkler System: 1. Smoke sensors shall be smoke density measuring devices having no self contained alarm set point (fixed threshold). The alarm decision for each sensor shall be determined by the control panel. The control panel shall determine the condition of each sensor by comparing the sensor value to the stored values.

I. The control panel shall have the capability to display the number of times a zone/device has gone into a verification mode.

J. Alarm verification zones shall have the capability of being manually reset. The system must allow up to 2,500 feet wire length in the furthest addressable device.

K. Sensor Operation: 1. Smoke sensors shall be smoke density measuring devices having no self contained alarm set point (fixed threshold). The alarm decision for each sensor shall be determined by the control panel. The control panel shall determine the condition of each sensor by comparing the sensor value to the stored values.

either pulse or touch tone dialing. "Call waiting" tones shall not prevent restoration operation. It shall feature full line seizure with on board relay. Communicator shall transmit upon any alarm activation in the building, initiate indicator at the sensor location. Mount communicator with annunciator to control panel and provide wiring between annunciator and monitoring predestinated values. An "EXCESSIVELY DIRTY SENSORS" trouble condition shall be indicated at the control panel for the individual sensor. To schedule of maintenance, the control panel shall be able to generate an "ALMOST DIRTY" trouble condition, and when prior approval of the Architect is obtained, "DIRTY" trouble condition.

4. The control panel shall continuously perform an automatic self-test routine on each sensor, which will functionally check sensor electronics and ensure the accuracy of the values being transmitted to the control panel. Any sensor that fails this test shall indicate a "SIG TEST ABNORMAL" trouble condition with the sensor location at the control panel.

5. An operator at the control panel, having a proper access level, shall have the capability to manually access the following information for each sensor: Primary status Device type Present average value Present sensitivity selected "Peak detection" values Sensor name (normal, dirty, etc.) Values shall be in "percent of smoke obscuration" format so that no interpretation is required by the operator.

6. An operator at the control panel, having a proper access level, shall have the capability to manually control the following for each sensor: Clear peak detection values Enable or disable the point Clear verification tally Establish alarm sensitivity Control a sensor's relay driver output

7. It shall be possible to program the control panel to automatically change the sensitivity settings of each sensor based on time-of-day and day-of-week (for example, to be more sensitive during unoccupied times and less sensitive during occupied periods). There shall be seven (7) sensitivity settings available for each sensor.

8. The control panel shall have the capability of being programmed for a pre-alarm or two-stage function. This function allows an indication to occur when, for example, a 3% sensor reaches a threshold of 1.5% smoke obscuration.

9. Individually identified sensors as well as conventional initiating device and notification appliances within the duct work, installed where indicated on the electrical drawings or where required by codes. A duct smoke sensor shall be installed on each duct from the unit as required by governing Codes, whether or not indicated on the drawings. Sensors shall operate as described under True Alarm Sensors above. Sensors shall be equipped with a functional test device circuit capable of simulating a maximum acceptable amount of smoke for alarm. The test device shall be installed under the hood of the door holder near the top of the door, Verify location of holder with the door supplier. The fire alarm control unit and sensor shall be installed under the hood of the door holders as required by the door holders shall be 24 VDC.

10. Where hoistways and/or elevator machine rooms are sprinklered, the main line power to the elevator controller shall be shut down per the requirements of ANSI A17.3. A combination rate of rise/fixed temperature heat sensor shall be installed adjacent to the sprinkler head in the elevator machine room and/or the hoistway, set lower than the rating of the sprinkler head. (Minimum distance between head and sensor shall be 3 times the depth of the head or a maximum of 24"). A shunt trip circuit breaker shall be installed in the elevator controller feeder. The heat sensor(s) shall be connected to the shunt trip circuit breaker to disconnect power to the elevator controller on activation of the sensor(s).

11. When alarms are reported by the elevator smoke sensor, control points tied to the elevator control circuitry will energize and elevators will be recalled to the ground floor for fire fighters use. Should the fire be on the ground floor the elevators will be sent to the alternate safe level. Only sensors at the elevator doors or the elevator machine room may cause elevator recall.

12. The Electrical Contractor shall coordinate with the elevator manufacturer so that the specified operation is obtained.

13. The Electrical Contractor shall provide conduit and wire between the monitoring control cabinet and the elevator manufacturer as required for providing a Temp 4 connection for CO Alarm indication.

14. Individually addressable modules, and IACM shall be used wherever possible. Non-addressable sensors, and for IACM of evacuation indicating appliances and mechanical systems.

15. An addressable interface module shall be provided for interfacing normal open direct contact devices to an addressable signaling line circuit.

16. IAM's shall be capable of mounting in a standard 4" square, 2 1/8" deep electric box. Verify box size with manufacturer. IAM's shall include cover plates to allow surface or flush mounting. IAM's shall receive their 24VDC power from a separate two wire pair running from an appropriate power source.

17. There shall be three types of devices: Type 1: Monitor Zone Adapter Module (ZAM) Type 2: Relay IAM Type 3: IAM (Individually Addressable Module)

18. For conventional 2-wire smoke sensor and/or detector, the system shall be UL listed and NFPA-72 initiating device circuit wiring supervision.

19. This type of addressable device module shall provide power to, and monitor the status of a zone consisting of conventional 2-wire smoke sensors and/or h/wio contact devices as specified elsewhere and identified on the drawings. The supervision of the initiating device circuit wiring shall be Style B. These IAM's shall communicate the zone's status (normal, alarm, trouble) to the control panel.

20. This type of addressable device module shall monitor the status of a zone consisting of a conventional N/O contact devices as specified elsewhere and identified on the drawings. The supervision of the initiating device circuit wiring shall be Style B. These IAM's shall communicate the zone's status (normal, alarm, trouble) to the control panel.

21. All remote devices requiring outlet boxes shall be mounted on flush outlet boxes as recommended by the manufacturer, or as specified elsewhere in this division of the specifications. Any required surface devices (where approved by the Engineer) shall be installed on surface outlet boxes that are at a minimum the same size as the device. No part of a surface device shall overlap the outlet box. Verify all installation requirements and box types with manufacturer prior to rough-in.

22. All devices shall be supervised for trouble conditions, and shall be capable of indicating the type of trouble condition (open, short, device missing/failed). Should a device fail, it shall not hinder the operation of other system devices. Should a problem occur on a particular wire run, it shall not affect other wire runs.

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202436



LOCKER ROOM HVAC UPGRADES TO HORACE GOOD MIDDLE SCHOOL
1412 N. Main Street Garden City, Kansas
ARCHITECT RESERVES ALL COMMON LAW COPYRIGHT AND OTHER PROPRITARY RIGHTS IN THESE PLANS. THESE PLANS AND DRAWINGS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER WITHOUT FIRST OBTAINING EXPRESS WRITTEN PERMISSION AND CONSENT OF GMCN ARCHITECTS, INC. FOR ANY THIRD PARTY WITHOUT OBTAINING SAID WRITTEN PERMISSION AND CONSENT OF ARCHITECT.

ISSUE:		
NO.	DATE	DESCRIPTION
02/26/2025		FOR PERMIT

SHEET TITLE: OVERALL ELEC ELEC DEMO PLAN
DATE: FEBRUARY 26, 2025

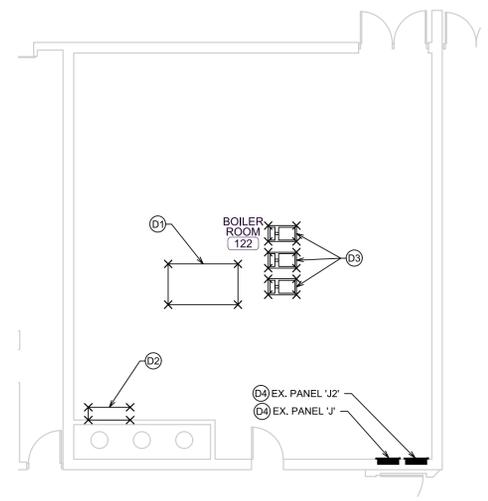
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GENERAL NOTES:

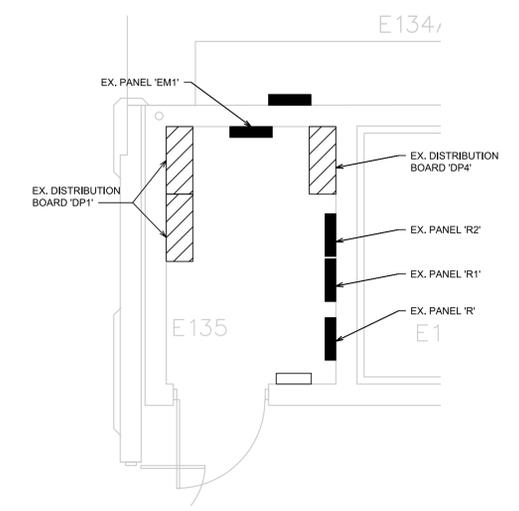
- REFER TO ARCHITECTURAL & MECHANICAL DEMO DRAWINGS FOR FURTHER INFORMATION.
- FOR PURPOSES OF THE ELECTRICAL DEMO DRAWINGS, ELECTRICAL DEVICES LOCATED IN EXISTING WALLS THAT ARE TO REMAIN AS IS ARE SHOWN HERE ON THE DEMO DRAWINGS AND ARE NOTED TO BE EITHER REMAIN AS IS WITH AN 'EX' ADJACENT TO THEM. ELECTRICAL DEVICES NOTED TO BE REMOVED NOTED WITH AN 'X' OVER THE DEVICE. REMOVE THE ELECTRICAL DEVICE (RECEPTACLE OR DATA BOX) AND THEIR ASSOCIATED CONDUITS AND WIRING BACK TO THE POINT OF ORIGINATION. ENERGIZE ALL EXISTING DEVICES THAT WERE INTERRUPTED DURING DEMOLITION. WHERE ENTIRE CIRCUITS ARE REMOVED, TURN THE CIRCUIT BREAKER OFF AND LABEL AS 'SPARE'. WHERE EXISTING MECHANICAL EQUIPMENT IS REMOVED, ALL RELATED ELECTRICAL FEEDS TO THE EQUIPMENT THEIR ASSOCIATED CONDUITS BACK.

PLAN NOTES:

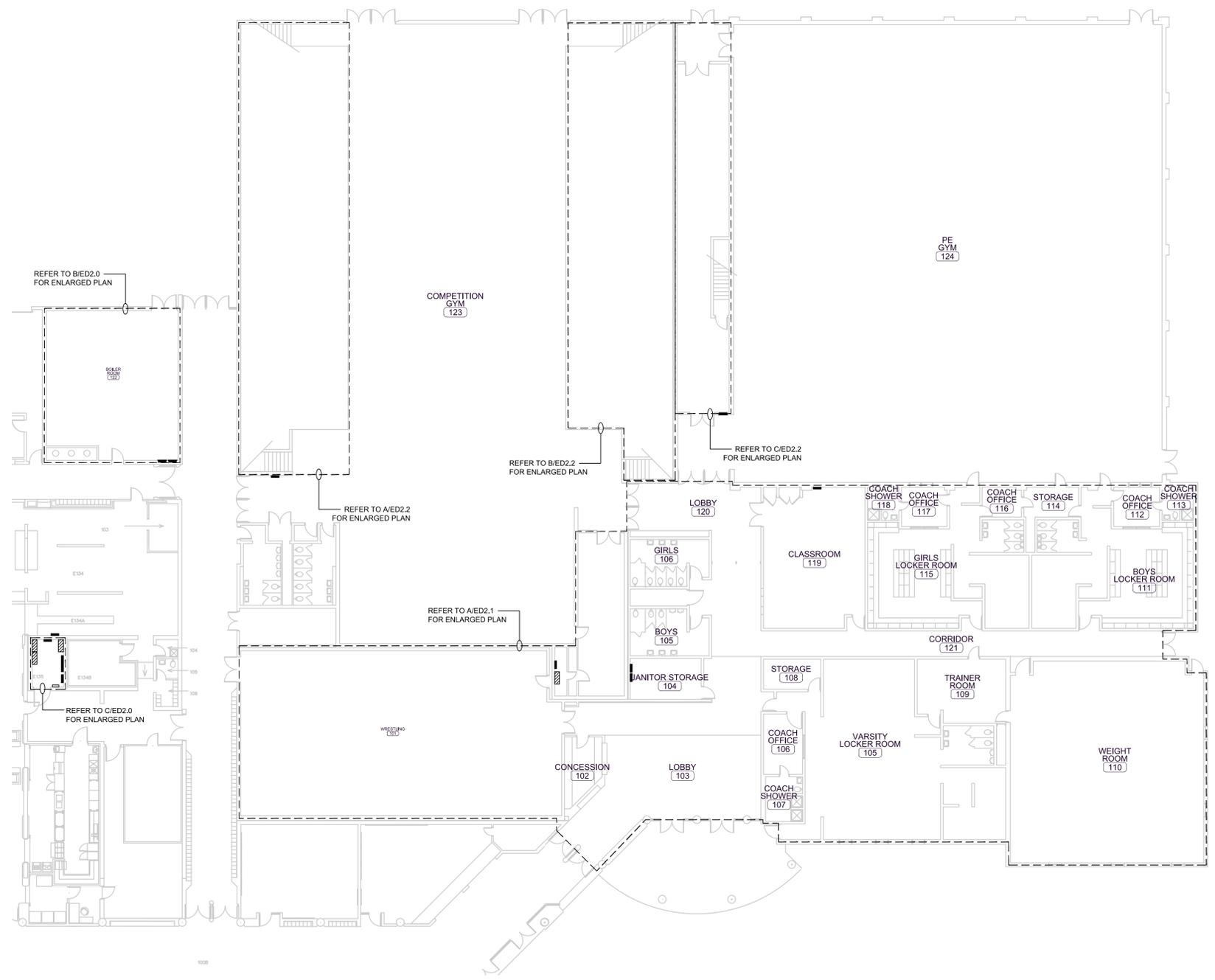
- EXISTING BOILER SHALL BE ABANDONED IN PLACE UNDER BASE BID AND REMOVED UNDER ALTERNATE #1. ELECTRICAL CONTRACTOR SHALL REMOVE ALL CONDUCTORS AND CONDUIT THAT SERVE EQUIPMENT BACK TO THE POINT OF ORIGINATION AS REQUIRED. ELECTRICAL CIRCUIT SHALL BE REMOVED REGARDLESS IF ALTERNATE #1 IS ACCEPTED OR NOT.
- EXISTING AIR COMPRESSOR SHALL BE ABANDONED IN PLACE UNDER BASE BID AND REMOVED UNDER ALTERNATE #1. ELECTRICAL CONTRACTOR SHALL REMOVE ALL CONDUCTORS AND CONDUIT THAT SERVE EQUIPMENT BACK TO THE POINT OF ORIGINATION AS REQUIRED. ELECTRICAL CIRCUIT SHALL BE REMOVED REGARDLESS IF ALTERNATE #1 IS ACCEPTED OR NOT.
- EXISTING PUMP SHALL BE ABANDONED IN PLACE UNDER BASE BID AND REMOVED UNDER ALTERNATE #1. ELECTRICAL CONTRACTOR SHALL REMOVE ALL CONDUCTORS AND CONDUIT THAT SERVE EQUIPMENT BACK TO THE POINT OF ORIGINATION AS REQUIRED. ELECTRICAL CIRCUIT SHALL BE REMOVED REGARDLESS IF ALTERNATE #1 IS ACCEPTED OR NOT.
- EXISTING CONDUITS COMING OUT OF EXISTING PANEL 'J' & 'J2' THAT SERVED PREVIOUS CIRCUITS IN BOILER ROOM SHALL REMAIN AND BE RE-USED AS REQUIRED FOR NEW CIRCUITS. CONTRACTOR SHALL REMOVE EXISTING CONDUCTORS OUT OF CONDUITS AND RE-USE CONDUITS/PATHWAYS INTO EXISTING PANELS AS REQUIRED.



B ENLARGED BOILER ROOM
SCALE: 1/8" = 1'-0"
SCALE: 1/8" = 1'-0"



C ENLARGED ELECTRICAL ROOM
SCALE: 1/4" = 1'-0"
SCALE: 1/4" = 1'-0"



A OVERALL ELECTRICAL DEMO PLAN
SCALE: 1/16" = 1'-0"
SCALE: 1/16" = 1'-0"

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202436



LOCKER ROOM HVAC UPGRADES TO HORACE GOOD MIDDLE SCHOOL
1412 N. Main Street Garden City, Kansas

ISSUE:	NO.	DATE	DESCRIPTION
	02/26/2025		FOR PERMIT

SHEET TITLE:
FLOOR PLAN
ELECTRICAL DEMO
DATE:
FEBRUARY 26, 2025

ED2.1

GENERAL NOTES:

- REFER TO ARCHITECTURAL & MECHANICAL DEMO DRAWINGS FOR FURTHER INFORMATION.
- FOR PURPOSES OF THE ELECTRICAL DEMO DRAWINGS, ELECTRICAL DEVICES LOCATED IN EXISTING WALLS THAT ARE TO REMAIN AS IS ARE SHOWN HERE ON THE DEMO DRAWINGS AND ARE NOTED TO BE EITHER REMAIN AS IS WITH AN 'EX' ADJACENT TO THEM. ELECTRICAL DEVICES NOTED TO BE REMOVED NOTED WITH AN 'X' OVER THE DEVICE. REMOVE THE ELECTRICAL DEVICE (RECEPTACLE OR DATA BOX) AND THEIR ASSOCIATED CONDUITS AND WIRING BACK TO THE POINT OF ORIGINATION. ENERGIZE ALL EXISTING DEVICES THAT WERE INTERRUPTED DURING DEMOLITION. WHERE ENTIRE CIRCUITS ARE REMOVED, TURN THE CIRCUIT BREAKER OFF AND LABEL AS 'SPARE'. WHERE EXISTING MECHANICAL EQUIPMENT IS REMOVED, ALL RELATED ELECTRICAL FEEDS TO THE EQUIPMENT THEIR ASSOCIATED CONDUITS BACK.

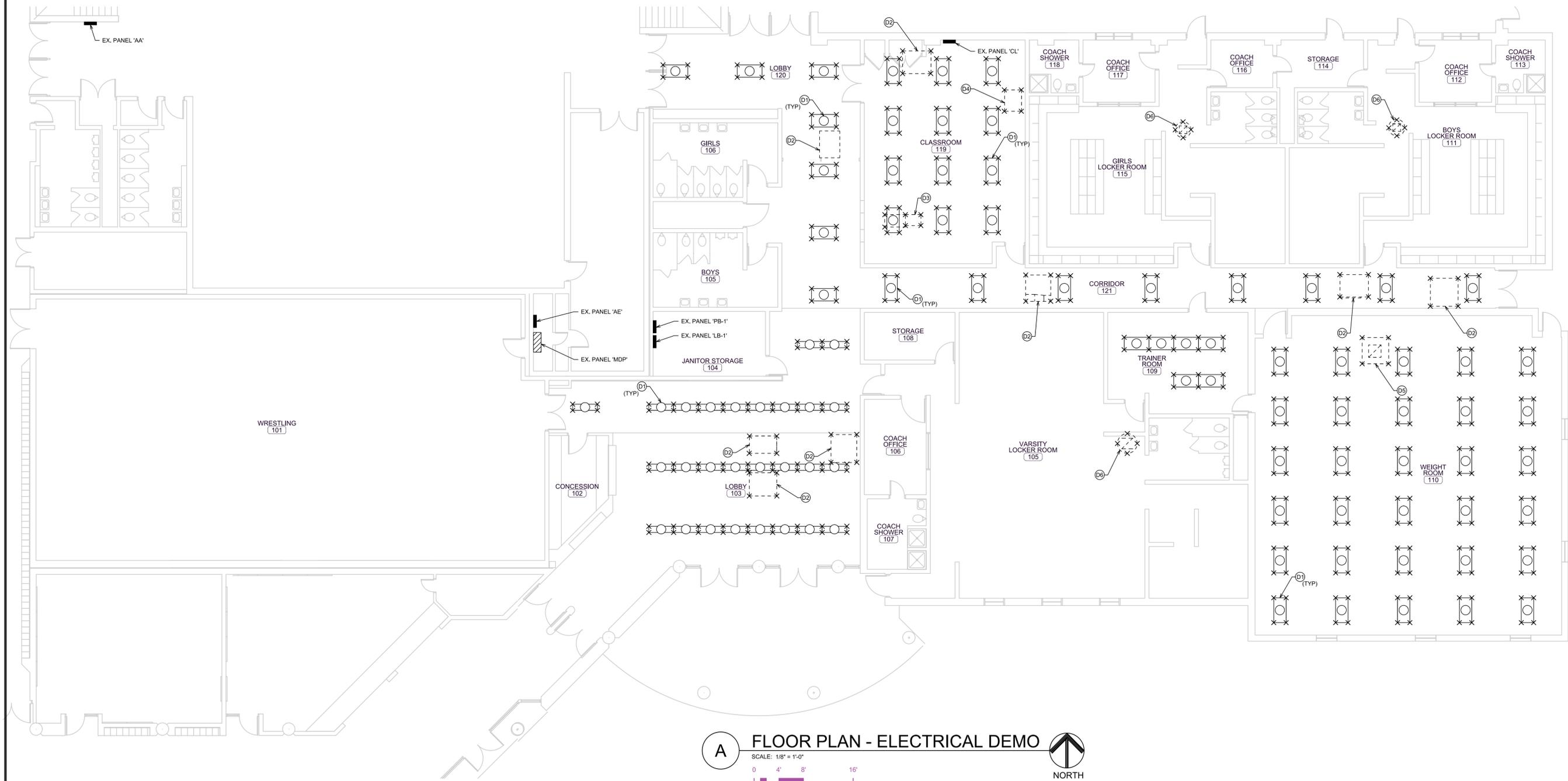
PLAN NOTES:

- (D1) EXISTING LIGHT FIXTURE SHALL BE REMOVED. CONTRACTOR SHALL REMOVE LIGHT FIXTURE, CONDUIT, AND CONDUCTORS BACK TO THE POINT OF ORIGINATION. TYPICAL FOR ALL LIGHT FIXTURES SHOWN WITH 'X'S' OVER THEM.
- (D2) EXISTING VAV BOX SHALL BE REMOVED. ELECTRICAL CONTRACTOR SHALL REMOVE ALL CONDUCTORS AND CONDUIT THAT SERVE EQUIPMENT BACK TO THE POINT OF ORIGINATION AS REQUIRED.
- (D3) EXISTING FURNACE SHALL BE REMOVED. ELECTRICAL CONTRACTOR SHALL REMOVE ALL CONDUCTORS AND CONDUIT THAT SERVE EQUIPMENT BACK TO THE POINT OF ORIGINATION AS REQUIRED.
- (D4) EXISTING CONDENSING UNIT ON ROOF SHALL BE REMOVED. ELECTRICAL CONTRACTOR SHALL REMOVE ALL CONDUCTORS AND CONDUIT THAT SERVE EQUIPMENT BACK TO THE POINT OF ORIGINATION AS REQUIRED.
- (D5) EXISTING EXHAUST FAN SHALL BE REMOVED. ELECTRICAL CONTRACTOR SHALL REMOVE ALL CONDUCTORS AND CONDUIT THAT SERVE EQUIPMENT BACK TO THE POINT OF ORIGINATION AS REQUIRED.
- (D6) EXISTING EXHAUST FAN SHALL BE REMOVED. ELECTRICAL CONTRACTOR SHALL REMOVE ALL CONDUCTORS AND CONDUIT THAT SERVE EQUIPMENT BACK TO THE POINT OF ORIGINATION AS REQUIRED. THIS SHALL BE PRICED UNDER ALTERNATE #3.

CEILING REMOVAL- ELECTRICAL DEVICES & EQUIPMENT

WHERE AREAS OF THE EXISTING CEILINGS ARE TO BE REMOVED OR MODIFIED, THE ELECTRICAL CONTRACTOR SHALL IDENTIFY ALL LOOSE LOW VOLTAGE WIRING, ELECTRICAL CONDUIT/MC CABLE, AND DATA/TELECOM CABLING ABOVE EXISTING CEILINGS AND RE-SECURE TO STRUCTURE OR WALLS AS REQUIRED. ELECTRICAL CONTRACTOR SHALL REFERENCE ARCHITECTURAL DRAWINGS FOR MORE INFORMATION ON WHICH CEILINGS SHALL BE REMOVED OR MODIFIED.

WHERE AREAS OF THE EXISTING CEILINGS ARE TO BE REMOVED OR MODIFIED ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND REMOVING ALL EXISTING CEILING MOUNTED ELECTRICAL ITEMS AS REQUIRED. ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR RE-INSTALLING THESE ITEMS IN NEW CEILINGS OR RE-INSTALLED CEILINGS AS REQUIRED. THESE ELECTRICAL ITEMS SHALL INCLUDE BUT NOT BE LIMITED TO LIGHT FIXTURES, EMERGENCY LIGHTS, EXIT SIGNS, FIRE ALARM DEVICES, SMOKE DETECTORS, SECURITY SYSTEM DEVICES, PROJECTORS, OCCUPANCY SENSORS, SECURITY CAMERAS, AND WIRELESS ACCESS POINTS. ELECTRICAL CONTRACTOR SHALL EXTEND CONTROL, LOW VOLTAGE OR LINE VOLTAGE AS REQUIRED TO NEW LOCATION OF DEVICES. ELECTRICAL CONTRACTOR SHALL COORDINATE WITH DISTRICT TECHNOLOGY STAFF AS REQUIRED FOR REMOVAL OF ALL PROJECTORS, WIRELESS ACCESS POINTS, AND SECURITY CAMERAS. ELECTRICAL CONTRACTOR SHALL REFERENCE ARCHITECTURAL DRAWINGS FOR MORE INFORMATION ON WHICH CEILINGS SHALL BE REMOVED OR MODIFIED.



A FLOOR PLAN - ELECTRICAL DEMO
SCALE: 1/8" = 1'-0"
0 4' 8' 16'
SCALE: 1/8" = 1'-0"
NORTH



202436



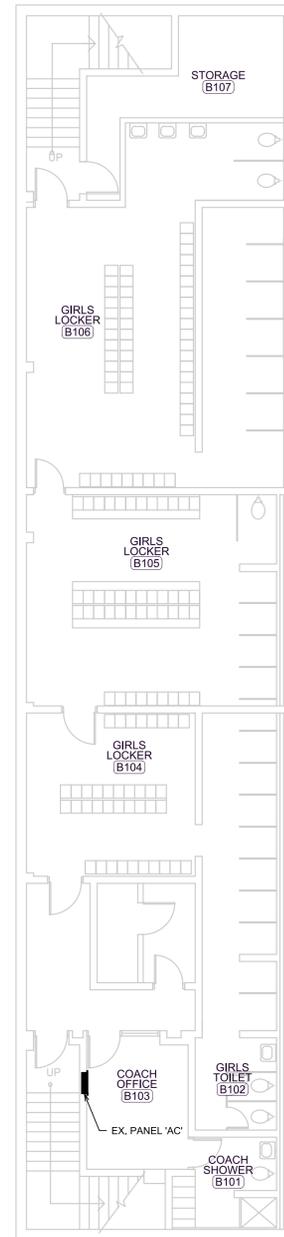
GMCN
ARCHITECTS • PLANNERS
GIBSON, MANCINI, CARMICHAEL, & NELSON
ARCHITECTS, INC.
115 E. LAUREL
GARDEN CITY, KS 67848
www.gmcncpa.com

GENERAL NOTES:

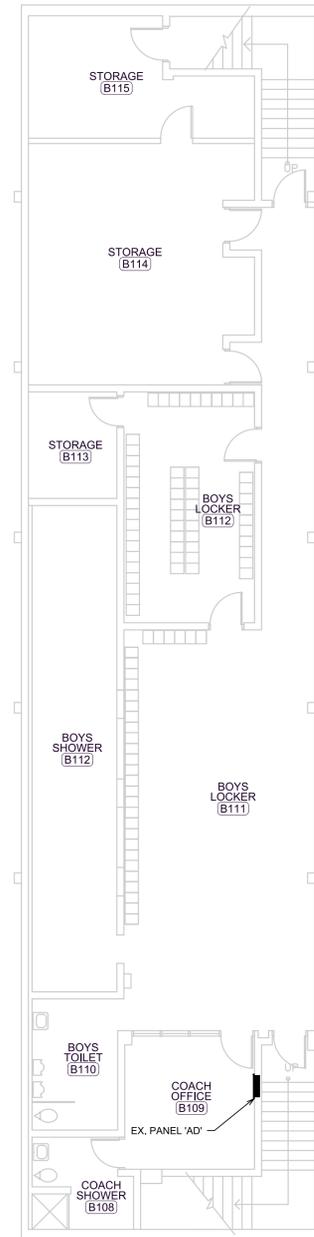
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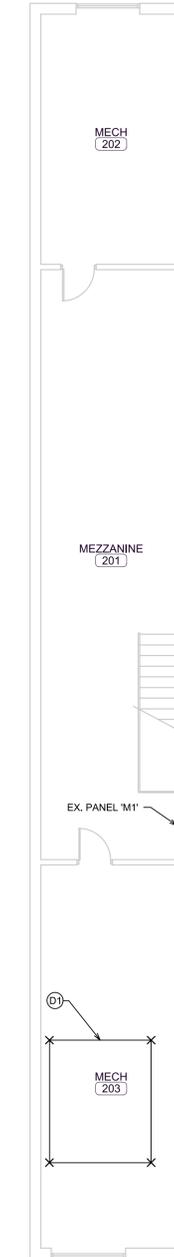
- (D) EXISTING AIR-HANDLING UNIT SHALL BE REMOVED. HOWEVER ELECTRICAL CONTRACTOR SHALL REMOVE ALL CONDUITORS AND CONDUIT THAT SERVE EQUIPMENT BACK TO THE POINT OF ORIGINATION AS REQUIRED. THIS SHALL BE PRICED UNDER ALTERNATE #2.



A GIRLS LOCKER ROOM
ELECTRICAL DEMO PLAN
SCALE: 1/8" = 1'-0"
0 4' 8' 16'
SCALE: 1/8" = 1'-0"
NORTH



B BOYS LOCKER ROOM
ELECTRICAL DEMO PLAN
SCALE: 1/8" = 1'-0"
0 4' 8' 16'
SCALE: 1/8" = 1'-0"
NORTH



C MEZZANINE LEVEL
ELECTRICAL DEMO PLAN
SCALE: 1/8" = 1'-0"
0 4' 8' 16'
SCALE: 1/8" = 1'-0"
NORTH

LOCKER ROOM HVAC UPGRADES TO
HORACE GOOD MIDDLE SCHOOL
1412 N. Main Street Garden City, Kansas
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ISSUE:
NO. DATE DESCRIPTION
02/26/2025 FOR PERMIT

SHEET TITLE:
LOCKER ROOM
ELECTRICAL DEMO
DATE:
FEBRUARY 26, 2025

ED2.2



GMCN Architects, Inc.
115 E. LAUREL ST ■ GARDEN CITY, KS 67846 ■ P: (620) 276-3244 ■ www.gmcnarchitects.com

**LOCKER ROOM HVAC UPGRADES TO
HORACE GOOD MIDDLE SCHOOL
GARDEN CITY SCHOOLS
UNIFIED SCHOOL DISTRICT #457**

Project No. 202435
February 26, 2025

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00 01 02	PROJECT INFORMATION
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	AIA A701-2018 INSTRUCTION TO BIDDERS
00 41 13	BID FORM – STIPULATED SUM (SINGLE-PRIME CONTRACT)
00 50 00	CONTRACTING FORMS AND SUPPLEMENTS
00 52 00	AGREEMENT FORM
	AIA DOCUMENT A104-2017 STANDARD ABBREVIATED FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

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DIVISION 09 - FINISHES

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SECTION 00 01 01 - PROJECT TITLE PAGE

PROJECT MANUAL

USD 457 HORACE GOOD MIDDLE SCHOOL LOCKER HVAC UPGRADES

GARDEN CITY SCHOOLS USD #457

1205 FLEMING STREET

GARDEN CITY, KANSAS 67846



DATE: FEBRUARY 26, 2025

ARCHITECT PROJECT NO. 202436

PREPARED BY:

GMCN ARCHITECTS, INC.

115 EAST LAUREL STREET

GARDEN CITY, KANSAS 67846

PHONE: 620-276-3244

FAX: 620-276-6249

WEB SITE: WWW.GMCNARCHITECTS.COM

END OF SECTION 00 01 01

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SECTION 00 01 02 - PROJECT INFORMATION

PART 1 GENERAL

1.01 PROJECT IDENTIFICATION

- A. Project Name: USD 457 Horace Good Middle School Locker HVAC Upgrades located at:
 - 1. 1412 N. Main 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. Horace Good Middle School:
 - a. Project will consist of HVAC Upgrades as shown on drawings.

1.03 PROJECT CONSULTANTS

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

1.04 PROCUREMENT TIMETABLE

- A. Pre-Bid Meeting: March 5, 2024 at 1:30 p.m.
- B. Last Request for Substitution Due: March 12, 2025 before 12:00 p.m. local time.
- C. Last Request for Information Due: March 12, 2025 before []2:00 p.m. local time.
- D. Bid Due Date: March 19, 2025, before 2:00 p.m. local time.
- E. Contract Time: To be stated in bid documents.
- F. Required Construction Start: Not before May 26, 2025.
- G. The Owner reserves the right to change the schedule or terminate the entire procurement process at any time.

1.05 PROCUREMENT DOCUMENTS

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

1.06 BID SECURITY

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

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 00 01 02

SECTION 00 11 13 - ADVERTISEMENT FOR BIDS

PROJECT INFORMATION

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

- A. Project Identification: **USD 457 Horace Good Middle School Locker HVAC Upgrades**
 - 1. **Project Location:**
 - a. Horace Good Middle School, 1412 N. Main Street, Garden City, Kansas 67846
- B. Owner: U.S.D. #457 Board of Education
 - 1. Owner's Representative:
 - a. **Brandon Anderson, Facility Director, USD #457**
 - b. **E-Mail:** banderson1@gckschools.com
 - c. **Phone:** (940) 521-2301
- C. Architect Representative: Nick Nemechek, GMCN Architects, Inc., 115 East Laurel Street, Garden City, Kansas 67846, Phone 620-276-3244.
- D. Project Description:
 - 1. Project will consist HVAC Upgrades as shown on drawings.
- E. Construction Contract: Stipulated Sum Single Prime Contract Bids will be received for the Work.

1.02 **BID SUBMITTAL AND OPENING**

- A. Owner will receive sealed lump sum bids until the bid time and date at the location given below. Owner will consider bids prepared in compliance with the Instructions to Bidders issued by Owner, and delivered as follows:
 - 1. **Bid Date: March 19, 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:
 - 1. **Location: 1412 N. Main Street., Garden City, Kansas 67846.**
 - 2. **Date: March 5, 2024**
 - 3. **Time: 1:30 p.m., local time**
 - 4. **Note: Prospective prime bidders are required to attend.**

1.05 DOCUMENTS

- A. Online Procurement and Contracting Documents: Bidders may view the Contract Documents online, and/or download copies free of charge, from the Project Architect's website. Contact the Architect as noted below to obtain website access information.
 - 1. Send email to nmechek@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 March 19, 2025. The Board of Education will hold a meeting on March 27, 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 00 11 13

SECTION 00 21 13 - INSTRUCTIONS TO BIDDERS

SUMMARY

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

END OF SECTION 00 21 13

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AIA® Document A701® – 2018

Instructions to Bidders

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

Locker Room HVAC Upgrades to Horace Good Middle School
1412 N. Main
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

Number	Title	Date
<u>T1.1</u>	<u>COVER SHEET</u>	<u>2025-02-26</u>
<u>A1.1</u>	<u>ROOF PLANS & DETAILS</u>	<u>2025-02-26</u>
<u>A2.1</u>	<u>CEILING DEMO PLAN</u>	<u>2025-02-26</u>
<u>A3.1</u>	<u>CEILING PLAN</u>	<u>2025-02-26</u>
<u>S1.1</u>	<u>PARTIAL SCHEMATIC ROOF FRAMING PLAN</u>	<u>2025-02-26</u>
<u>S2.1</u>	<u>GENERAL STRUCTURAL NOTES AND DETAILS</u>	<u>2025-02-26</u>
<u>MP0.1</u>	<u>MECHANICAL DESING CRITERIA</u>	

<u>MP1.1</u>	<u>MECHANICAL SCHEDULES</u>
<u>MP2.1</u>	<u>MECHANICAL DETAILS</u>
<u>MP3.1</u>	<u>MECHANICAL CONTROLS & SPECIFICATIONS</u>
<u>MD0.1</u>	<u>OVERALL DEMOLITION PLAN</u>
<u>MD1.1</u>	<u>HYDRONIC DEMOLITION PLAN</u>
<u>MD1.2</u>	<u>HYDRONIC DEMOLITION PLAN</u>
<u>MD1.3</u>	<u>HYDRONIC DEMOLITION PLAN</u>
<u>MD2.1</u>	<u>HVAC DEMOLITION PLAN</u>
<u>MD2.2</u>	<u>HVAC DEMOLITION PLAN</u>
<u>M0.1</u>	<u>OVERALL MECHANICAL PLAN</u>
<u>M1.1</u>	<u>MECHANICAL PLANS</u>
<u>M2.1</u>	<u>MECHANICAL ROOF PLAN</u>
<u>E1.1</u>	<u>ELECTRICAL SCHEDULES</u>
<u>E1.2</u>	<u>ELECTRICAL SCHEDULES</u>
<u>E1.3</u>	<u>ELECTRICAL SPECIFICATIONS</u>
<u>E1.4</u>	<u>ELECTRICAL SPECIFICATIONS</u>
<u>E1.5</u>	<u>ELECTRICAL SPECIFICATIONS</u>
<u>E2.0</u>	<u>OVERALL POWER PLAN</u>
<u>E2.1</u>	<u>FLOOR PLAN POWER</u>
<u>E2.2</u>	<u>LOCKER ROOM POWER PLAN</u>
<u>E2.3</u>	<u>ROOF PLAN POWER</u>
<u>E3.1</u>	<u>FLOOR PLAN LIGHTING</u>
<u>ED2.0</u>	<u>OVERALL ELECTRICAL DEMO PLAN</u>
<u>ED2.1</u>	<u>FLOOR PLAN ELECTRICAL DEMO</u>
<u>ED2.2</u>	<u>LOCKER ROOM ELECTRICAL DEMO</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 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</u>
	<u>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 51 00</u>	<u>ACOUSTICAL CEILINGS</u>

.7 Addenda:

Number	Date	Pages
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.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
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Supplementary and other Conditions of the Contract:

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

ARTICLE 9 EXECUTION OF THE CONTRACT

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

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

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

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

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

BID INFORMATION

1.01 BIDDER: _____.

- A. Project Name: USD 457 Horace Good Middle School Locker HVAC Upgrades
- B. Project Location:
 - 1. 1412 N. Main Street, Garden City, Kansas.
- C. Owner: Garden City Unified School District #457 Board of Education.
- D. Architect: GMCN Architects, Inc.
- E. Architect Project Number: 202436

1.02 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by GMCN Architects Inc. and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:
 - 1. _____ Dollars (\$_____).
 - 2. The above amount includes Allowances specified in 01 21 00 - Allowances.

1.03 BID GUARANTEE

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

1.04 TIME OF COMPLETION

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

1.05 ACKNOWLEDGEMENT OF ADDENDA

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

1.06 ALTERNATE BIDS

- A. The undersigned agrees, if awarded the contract, to perform the work of any Alternate Bids selected by the Owner according to the same contract amount to be adjusted for each Alternate Bid accepted as follows:
- B. **ALTERNATE BID NO. A-1**: Boiler Demo - Boiler Room 122:
 - 1. _____ Dollars (\$_____).
 - 2. The Owner may not initially accept the cost of this Alternate Bid upon signing of the Contract. The Bidder shall honor the cost of this Proposal for a minimum of 30 days after the contract has been signed.
- C. **ALTERNATE BID NO. A-2**: Air Handler Demo - Room: Mech 203:
 - 1. _____ Dollars (\$_____).
 - 2. The Owner may not initially accept the cost of this Alternate Bid upon signing of the Contract. The Bidder shall honor the cost of this Proposal for a minimum of 30 days after the contract has been signed.
- D. **ALTERNATE BID NO. A-3**: Exhaust Fan Replacement - Varsity Locker Room 105, Boys Locker Room 111, and Girls Locker Room 115:
 - 1. _____ Dollars (\$_____).
 - 2. The Owner may not initially accept the cost of this Alternate Bid upon signing of the Contract. The Bidder shall honor the cost of this Proposal for a minimum of 30 days after the contract has been signed.

1.07 CHANGES TO THE WORK

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

1.08 BID SUPPLEMENTS

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

1.09 CONTRACTOR'S LICENSE

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

1.10 SUBMISSION OF BID

- A. Respectfully submitted this _____ day of _____, 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.: _____

1.11 (AFFIX CORPORATE SEAL HERE)

END OF DOCUMENT 004113 00 41 13

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SECTION 00 50 00 - CONTRACTING FORMS AND SUPPLEMENTS

PART 1 GENERAL

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

1.02 AGREEMENT AND CONDITIONS OF THE CONTRACT

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

1.03 FORMS

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

B. Post-Award Certificates and Other Forms:

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

C. Closeout Forms:

1. Certificate of Substantial Completion Form: AIA G704.

1.04 REFERENCE STANDARDS

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

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

C. AIA G703 - Continuation Sheet; 1992.

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

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 00 50 00

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SECTION 00 52 00 - AGREEMENT FORM

PART 1 GENERAL

1.01 FORM OF AGREEMENT

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

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 00 52 00

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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)

«Locker Room HVAC Upgrades to Horace Good Middle School »
«1412 N. Main »
«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
- 10 ARCHITECT
- 11 SUBCONTRACTORS
- 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 13 CHANGES IN THE WORK
- 14 TIME
- 15 PAYMENTS AND COMPLETION
- 16 PROTECTION OF PERSONS AND PROPERTY
- 17 INSURANCE AND BONDS
- 18 CORRECTION OF WORK
- 19 MISCELLANEOUS PROVISIONS
- 20 TERMINATION OF THE CONTRACT
- 21 CLAIMS AND DISPUTES

EXHIBIT A DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE WORK OF THIS CONTRACT

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

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

The date of this Agreement.

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.)

«May 26, 2025»

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
Contingency Allowance	\$45,000.00

§ 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

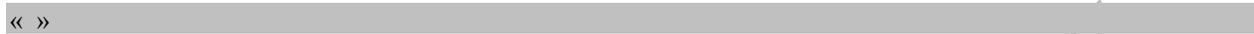
§ 6.1.4 The Specifications:

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

« »

Section	Title
00 01 01	PROJECT TITLE PAGE
00 01 02	PROJECT INFORMATION
00 11 13	ADVERTISEMENT FOR BIDS
00 21 13	INSTRUCTIONS TO BIDDERS
	AIA A701-2018 INSTRUCTION TO BIDDERS
00 41 13	BID FORM – STIPULATED SUM (SINGLE-PRIME CONTRACT)
00 50 00	CONTRACTING FORMS AND SUPPLEMENTS
00 52 00	AGREEMENT FORM
	AIA DOCUMENT A104-2017 STANDARD ABBREVIATED FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR
01 10 00	SUMMARY
01 21 00	ALLOWANCES
01 23 00	ALTERNATES
01 25 00	SUBSTITUTION PROCEDURES
01 30 00	ADMINISTRATIVE REQUIREMENTS
01 40 00	QUALITY REQUIREMENTS
01 60 00	PRODUCT REQUIREMENTS
01 78 00	CLOSEOUT PROCEDURES
02 41 00	DEMOLITION
09 51 00	ACOUSTICAL CEILINGS

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



Number	Title	Date
T1.1	COVER SHEET	2025-02-26
A1.1	ROOF PLANS & DETAILS	2025-02-26
A2.1	CEILING DEMO PLAN	2025-02-26
A3.1	CEILING PLAN	2025-02-26
S1.1	PARTIAL SCHEMATIC ROOF FRAMING PLAN	2025-02-26
S2.1	GENERAL STRUCTURAL NOTES AND DETAILS	2025-02-26
MP0.1	MECHANICAL DESING CRITERIA	FEBURARY 26, 2025
MP1.1	MECHANICAL SCHEDULES	FEBURARY 26, 2025
MP2.1	MECHANICAL DETAILS	FEBURARY 26, 2025
MP3.1	MECHANICAL SPECIFICATIONS	FEBURARY 26, 2025
MP4.1	MECHANICAL CONTROLS	FEBURARY 26, 2025
MD0.1	OVERALL DEMOLITION PLAN	FEBURARY 26, 2025
MD1.1	HYDRONIC DEMOLITION PLAN	FEBURARY 26, 2025
MD1.2	HYDRONIC DEMOLITION PLAN	FEBURARY 26, 2025
MD1.3	HYDRONIC DEMOLITION PLAN	FEBURARY 26, 2025
MD2.1	HVAC DEMOLITION PLAN	FEBURARY 26, 2025
MD2.2	HVAC DEMOLITION PLAN	FEBURARY 26, 2025
M0.1	OVERALL MECHANICAL PLAN	FEBURARY 26, 2025
M1.1	MECHANICAL PLANS	FEBURARY 26, 2025
M1.2	MECHANICAL PLANS	FEBURARY 26, 2025
M2.1	MECHANICAL ROOF PLAN	FEBURARY 26, 2025
E1.1	ELECTRICAL SCHEDULES	FEBURARY 26, 2025
E1.2	ELECTRICAL SCHEDULES	FEBURARY 26, 2025
E1.3	ELECTRICAL SPECIFICATIONS	FEBURARY 26, 2025
E1.4	ELECTRICAL SPECIFICATIONS	FEBURARY 26, 2025
E1.5	ELECTRICAL SPECIFICATIONS	FEBURARY 26, 2025
E2.0	OVERALL POWER PLAN	FEBURARY 26, 2025
E2.1	FLOOR PLAN POWER	FEBURARY 26, 2025
E2.2	LOCKER ROOM POWER PLAN	FEBURARY 26, 2025
E2.3	ROOF PLAN POWER	FEBURARY 26, 2025

E3.1
ED2.0
ED2.1
ED2.2

FLOOR PLAN LIGHTING
OVERALL ELECTRICAL DEMO PLAN
FLOOR PLAN ELECTRICAL DEMO
LOCKER ROOM ELECTRICAL DEMO

FEBRUARY 26, 2025
FEBRUARY 26, 2025
FEBRUARY 26, 2025
FEBRUARY 26, 2025

§ 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.)

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§ 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:

« »

§ 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
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§ 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.)

« »

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.

OWNER (Signature)

« »« »

(Printed name and title)

CONTRACTOR (Signature)

« »« »

(Printed name and title)

FOR
BY
AIA

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SECTION 01 10 00 - SUMMARY

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: USD 457 Horace Good Middle School Locker HVAC Upgrades
- B. Owner's Name: Garden City Unified School District #457.
- C. Architect's Name: GMCN Architects, Inc..
- D. The Project consists of HVAC Upgrades as shown on drawings.

1.02 CONTRACT DESCRIPTION

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

1.03 DESCRIPTION OF ALTERATIONS WORK

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

1.04 OWNER OCCUPANCY

- A. Owner intends to continue to occupy the existing building during the entire construction period.
- B. Owner intends to occupy the Project upon Substantial Completion.
- C. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- D. Schedule the Work to accommodate Owner occupancy.

1.05 CONTRACTOR USE OF SITE

- A. Provide access to and from site as required by law and by Owner:
 - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
 - 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
- B. Utility Outages and Shutdown:
 - 1. Limit shutdown of utility services to four (4) hours at a time, arranged at least 24 hours in advance with Owner.
 - 2. Prevent accidental disruption of utility services to other facilities.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 10 00

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SECTION 01 23 00 - ALTERNATES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Description of Alternates.

1.02 RELATED REQUIREMENTS

- A. Document 00 21 13 - Instructions to Bidders: Instructions for preparation of pricing for Alternates.
- B. Document 00 43 23 - Alternates Form: List of Alternates as supplement to Bid Form.
- C. Document 00 52 00 - Agreement Form: Incorporating monetary value of accepted Alternates.

1.03 ACCEPTANCE OF ALTERNATES

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in the Owner-Contractor Agreement.
- B. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.

1.04 SCHEDULE OF ALTERNATES

- A. **Alternate No. 1:** Boiler Demo - Boiler Room 122
 - 1. **Base Bid:** Abandoned in place.
 - 2. **Alternate:** To be removed from the project site.
- B. **Alternate No. 2:** Air Handler Demo - Room: Mech 203.
 - 1. **Base Bid:** Abandoned in place.
 - 2. **Alternate:** To be removed from the project site.
- C. **Alternate No. 3:** Exhaust Fan Replacement - Varsity Locker Room 105, Boys Locker Room 111, and Girls Locker Room 115.
 - 1. **Base Bid:** No work.
 - 2. **Alternate:** Remove and replace existing exhaust fans as shown on drawings and specified.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 23 00

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SECTION 01 25 00 - SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedural requirements for proposed substitutions.

1.02 DEFINITIONS

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

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

- A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
 - 2. Agrees to provide the same warranty for the substitution as for the specified product.
 - 3. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.
- C. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
 - 1. No specific form is required. Contractor's Substitution Request documentation must include the following:
 - a. Project Information:
 - 1) Official project name and number, and any additional required identifiers established in Contract Documents.
 - b. Substitution Request Information:
 - 1) Indication of whether the substitution is for cause or convenience.
 - 2) Reference to particular Contract Document(s) specification section number, title, and article/paragraph(s).
 - 3) Description of Substitution.
 - 4) Reason why the specified item cannot be provided.

- 5) Differences between proposed substitution and specified item.
- 6) Description of how proposed substitution affects other parts of work.
- c. Attached Comparative Data: Provide point-by-point, side-by-side comparison addressing essential attributes specified, as appropriate and relevant for the item:
- d. Impact of Substitution:
 - 1) Savings to Owner for accepting substitution.
 - 2) Change to Contract Time due to accepting substitution.
- D. Limit each request to a single proposed substitution item.

3.02 SUBSTITUTION PROCEDURES DURING CONSTRUCTION

- A. Submit request for Substitution for Cause within 14 days of discovery of need for substitution, but not later than 14 days prior to time required for review and approval by Architect, in order to stay on approved project schedule.
- B. Substitution for Convenience will not be considered.
- C. Substitutions will not be considered under one or more of the following circumstances:
 - 1. When they are indicated or implied on shop drawing or product data submittals, without having received prior approval.
 - 2. Without a separate written request.
 - 3. When acceptance will require revisions to Contract Documents.

3.03 CLOSEOUT ACTIVITIES

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

END OF SECTION 01 25 00

SECTION 01 30 00 - ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General administrative requirements.
- B. Number of copies of submittals.
- C. Requests for Interpretation (RFI) procedures.
- D. Submittal procedures.

1.02 GENERAL ADMINISTRATIVE REQUIREMENTS

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

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 REQUESTS FOR INTERPRETATION (RFI)

- A. Definition: A request seeking one of the following:
 - 1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in Contract Documents.
 - 2. A resolution to an issue which has arisen due to field conditions and affects design intent.
- B. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
 - 1. Prepare a separate RFI for each specific item.
 - a. Review, coordinate, and comment on requests originating with subcontractors and/or materials suppliers.
 - b. Do not forward requests which solely require internal coordination between subcontractors.
 - 2. Combine RFI and its attachments into a single electronic file. PDF format is preferred.
- C. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
 - 1. Include in each request Contractor's signature attesting to good faith effort to determine from Contract Documents information requiring interpretation.
- D. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
 - 1. Official Project name and number, and any additional required identifiers established in Contract Documents.
 - 2. Discrete and consecutive RFI number, and descriptive subject/title.
 - 3. Issue date, and requested reply date.

4. Reference to particular Contract Document(s) requiring additional information/interpretation. Identify pertinent drawing and detail number and/or specification section number, title, and paragraph(s).
 5. Annotations: Field dimensions and/or description of conditions which have engendered the request.
- E. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.

3.02 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
1. Product data.
 2. Shop drawings.
 3. Samples for selection.
 4. Samples for verification.
- B. Submit to Architect for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.
- C. Samples will be reviewed for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 78 00 - Closeout Submittals.

3.03 SUBMITTALS FOR PROJECT CLOSEOUT

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.
- C. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 01 78 00 - Closeout Submittals:
1. Project record documents.
 2. Operation and maintenance data.
 3. Warranties.
 4. Bonds.
 5. Other types as indicated.
- D. Submit for Owner's benefit during and after project completion.

3.04 NUMBER OF COPIES OF SUBMITTALS

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
1. After review, produce duplicates.
 2. Retained samples will not be returned to Contractor unless specifically so stated.

3.05 SUBMITTAL PROCEDURES

- A. General Requirements:

1. Submit separate packages of submittals for review and submittals for information, when included in the same specification section.
 2. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.
- B. Shop Drawing Procedures:
1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting Contract Documents and coordinating related work.
 2. Do not reproduce Contract Documents to create shop drawings.
 3. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.

END OF SECTION 01 30 00

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SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Submittals.
- B. References and standards.
- C. Testing and inspection agencies and services.
- D. Control of installation.
- E. Defect Assessment.

1.02 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Test Reports: After each test/inspection, promptly submit two copies of report to Architect and to Contractor.
 - 1. Include:
 - a. Date issued.
 - b. Project title and number.
 - c. Name of inspector.
 - d. Date and time of sampling or inspection.
 - e. Identification of product and specifications section.
 - f. Location in the Project.
 - g. Type of test/inspection.
 - h. Date of test/inspection.
 - i. Results of test/inspection.
 - j. Compliance with Contract Documents.
 - k. When requested by Architect, provide interpretation of results.
 - 2. Test report submittals are for Architect's knowledge as contract administrator for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents, or for Owner's information.

1.03 REFERENCES AND STANDARDS

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Comply with reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- C. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Architect shall be altered from Contract Documents by mention or inference otherwise in any reference document.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.02 TESTING AND INSPECTION

- A. Testing Agency Duties:
 - 1. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
 - 2. Perform specified sampling and testing of products in accordance with specified standards.
 - 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 - 4. Promptly notify Architect and Contractor of observed irregularities or non-compliance of Work or products.
 - 5. Perform additional tests and inspections required by Architect.
 - 6. Submit reports of all tests/inspections specified.
- B. Limits on Testing/Inspection Agency Authority:
 - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 - 2. Agency may not approve or accept any portion of the Work.
 - 3. Agency may not assume any duties of Contractor.
 - 4. Agency has no authority to stop the Work.
- C. Contractor Responsibilities:
 - 1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
 - 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
 - 3. Provide incidental labor and facilities:
 - a. To provide access to Work to be tested/inspected.
 - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
 - c. To facilitate tests/inspections.

- d. To provide storage and curing of test samples.
 - 4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
 - 5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
 - 6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- D. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by Architect.
- E. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.

3.03 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not complying with specified requirements.
- B. If, in the opinion of Architect, it is not practical to remove and replace the work, Architect will direct an appropriate remedy or adjust payment.

END OF SECTION 01 40 00

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SECTION 01 60 00 - PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General product requirements.
- B. Transportation, handling, storage and protection.
- C. Product option requirements.
- D. Substitution limitations.
- E. Maintenance materials, including extra materials, spare parts, tools, and software.

1.02 SUBMITTALS

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

2.01 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by Contract Documents.
- B. Use of products having any of the following characteristics is not permitted:
 - 1. Made using or containing CFC's or HCFC's.
 - 2. Made of wood from newly cut old growth timber.
 - 3. Containing lead, cadmium, or asbestos.

2.02 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

2.03 MAINTENANCE MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver and place in location as directed; obtain receipt prior to final payment.

PART 3 EXECUTION

3.01 SUBSTITUTION LIMITATIONS

- A. See Section 01 25 00 - Substitution Procedures.

3.02 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.03 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 01 74 19.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- G. Comply with manufacturer's warranty conditions, if any.
- H. Do not store products directly on the ground.
- I. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- J. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- K. Prevent contact with material that may cause corrosion, discoloration, or staining.

- L. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- M. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION 01 60 00

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SECTION 01 78 00 - CLOSEOUT PROCEDURES

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
- B. Substantial Completion procedures.
- C. Final completion procedures.
- D. Warranties.
- E. Final cleaning.
- F. Repair of the Work.

1.02 ACTION SUBMITTALS

- A. Product Data: For cleaning agents.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.03 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.

1.04 MAINTENANCE MATERIAL SUBMITTALS

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

1.05 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
 - 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.

- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Complete final cleaning requirements.
 - 2. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
 - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 - 2. Results of completed inspection will form the basis of requirements for final completion.

1.06 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
 - 1. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
 - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.07 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

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

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

1.08 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
 - 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2 by 11-inch paper.
 - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a type description of the product or installation, including the name of the product and the name, address, and telephone number of installer.
 - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
 - 4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 PRODUCTS

2.01 MATERIALS

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

PART 3 EXECUTION

3.01 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental land antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:

- a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Remove snow and ice to provide safe access to building.
 - f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - g. Leave Project clean and ready for occupancy.
- C. Construction Waste Disposal: Comply with waste disposal requirements in Section 017419 “Construction Waste Management and Disposal.”

3.02 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restore, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
 - 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
 - 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
 - a. Do not paint over “UL” and other required labels and identification, including mechanical electrical nameplates. Remove paint applied to required labels and identification.
- C. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
- D. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 01 78 00

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 required by OSHA and local AHJs.
 - 1. Indicate extent of demolition, removal sequencing, bracing and shoring, and location and construction of barricades and fences.
 - 2. Summary of safety procedures.
 - 3. Demolition firm qualifications.
- 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 permits from authority having jurisdiction.
 - 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 to remain in place and not 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. Hazardous Materials:
 - 1. If hazardous materials are discovered during removal operations, stop work and notify Architect and Owner; hazardous materials include regulated asbestos containing materials, lead, PCBs, and mercury.
 - 2. Hazardous Materials: Comply with 29 CFR 1926 and state and local regulations.
- G. 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 utilities before starting work, comply with their requirements, and 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, in same manner as other utilities to remain, utilities to be reconnected.

3.03 SELECTIVE DEMOLITION FOR ALTERATIONS

- A. Existing construction and utilities indicated on drawings are based on casual field observation and existing record documents only.
 - 1. Verify construction and utility arrangements are as indicated.
 - 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 areas that remain 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 and in locations indicated on drawings.
- C. Remove existing work as indicated and required to accomplish new work.
 - 1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction indicated.
 - 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 to remain in operation, and 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 - Summary for 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 as required.
 - 2. Perform cutting to accomplish removal work neatly and as specified for cutting new work.

3. Repair adjacent construction and finishes damaged during removal work.
4. Patch to match new work.

3.04 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash from site.
- B. Remove 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 02 41 00

SECTION 09 51 00 - ACOUSTICAL CEILINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Suspended metal grid ceiling system.
- B. Acoustical Tile

1.02 REFERENCE STANDARDS

- A. ASTM C635/C635M - Standard Specification for the Manufacture, Performance, and Testing of Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings; 2017.
- B. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2018.
- C. ASTM E1264 - Standard Classification for Acoustical Ceiling Products; 2019.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Sequence work to ensure acoustical ceilings are not installed until building is enclosed, sufficient heat is provided, dust generating activities have terminated, and overhead work is completed, tested, and approved.
- B. Do not install acoustical units until after interior wet work is dry.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Shop Drawings: Indicate grid layout and related dimensioning. (Acoustic Blades)
- C. Product Data: Provide data on suspension system components and acoustical units.
- D. Samples: Submit two samples 6 x 6 inch in size illustrating material and finish of acoustical units.
- E. Manufacturer's Installation Instructions: Indicate special procedures and perimeter conditions requiring special attention.
- F. 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 Acoustical Units: Quantity equal to 3 percent of total installed.

1.05 QUALITY ASSURANCE

- A. Suspension System Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- B. Acoustical Unit Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

1.06 DELIVERY STORAGE AND HANDLING

- A. Deliver acoustical ceiling units to project site in original, unopened packages and store them in a fully enclosed space where they will be protected against damage from moisture, direct sunlight, surface contamination, and other causes.

- B. Before installing acoustical ceiling units, permit them to reach room temperature and a stabilized moisture content.
- C. Handle acoustical ceiling units carefully to avoid chipping edges or damaged units in any way.

1.07 FIELD CONDITIONS

- A. Maintain uniform temperature of minimum 60 degrees F, and maximum humidity of 40 percent prior to, during, and after acoustical unit installation.
- B. Do not install interior ceilings until space is enclosed and weatherproof; wet work in place is completed and nominally dry; work above ceilings is complete; and ambient conditions of temperature and humidity are continuously maintained at values near those intended for final occupancy. Building areas to receive ceilings shall be free of construction dust and debris.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Acoustic Tiles/Panels:
 - 1. Armstrong World Industries, Inc: www.armstrongceilings.com/#sle.
 - 2. Certaineed Architectural: www.certainteed.com/ceilings-and-walls/#sle.
 - 3. USG Corporation: www.usg.com/ceilings/#sle.
 - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Suspension Systems:
 - 1. Same as for acoustical units.
 - 2. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 PERFORMANCE REQUIREMENTS

- A. Single-Source Responsibility: Provide acoustical panel units and grid components by a single manufacturer.
- B. Fire Performance Characteristics: Identify acoustical ceiling components with appropriate markings of applicable testing and inspecting organization.
- C. Surface Burning Characteristics: As follows, tested per ASTM E 84 and complying with ASTM E 1264 Classification.
- D. Fire Resistance: As follows tested per ASTM E 119 and listed in the appropriate floor or roof design in the Underwriters Laboratories Fire Resistance Directory.

2.03 ACOUSTICAL UNITS

- A. Acoustical Units - General: ASTM E1264, Class A.
- B. Acoustical Tiles, Type AGC1: Painted mineral fiber, with the following characteristics:
 - 1. Classification: ASTM E1264 Type A
 - a. Form: A1.2.
 - b. Pattern: "E" - lightly textured.
 - c. Fire Class A
 - 2. Size: 24 by 24 inches.
 - 3. Thickness: 5/8 inches.
 - 4. Light Reflectance: 0.81 percent, determined in accordance with ASTM E1264.
 - 5. NRC Range: 0.50 to 0.50, determined in accordance with ASTM E1264.

6. Ceiling Attenuation Class (CAC): 35, determined in accordance with ASTM E1264.
 7. Panel Edge: 15/16" Angled Tegular.
 8. Color: White.
 9. Suspension System Type 15/16" Prelude: Exposed grid.
 10. Products:
 - a. Armstrong World Industries, Inc; Dune: www.armstrongceilings.com/#sle.
 - b. Substitutions: See Section 01 60 00 - Product Requirements.
- C. Acoustical Panels, Type AGC2: Painted mineral fiber, with the following characteristics:
1. Classification: ASTM E1264 Type A
 - a. Form: A1.2.
 - b. Pattern: "E" - lightly textured.
 - c. Fire Class A
 2. Size: 24 by 48 inch.
 3. Thickness: 5/8 inches.
 4. Light Reflectance: 0.81 percent, determined in accordance with ASTM E1264.
 5. NRC Range: 0.50 to 0.50, determined in accordance with ASTM E1264.
 6. Ceiling Attenuation Class (CAC): 35, determined in accordance with ASTM E1264.
 7. Panel Edge: 15/16" Angled Tegular.
 8. Color: White.
 9. Suspension System Type 15/16" Prelude: Exposed grid.
 10. Products:
 - a. Armstrong World Industries Inc.; Dune 1776: www.armstrongceilings.com.
 - b. Substitutions: See Section 01 60 00 - Product Requirements.

2.04 SUSPENSION SYSTEM(S)

- A. Metal Suspension Systems - General: Complying with ASTM C635/C635M; die cut and interlocking components, with perimeter moldings, hold down clips, stabilizer bars, clips, and splices as required.
- B. Extruded Aluminum Perimeter Trim:
 1. Straight Wall Molding
 2. Color: White
 3. Products:
 - a. Armstrong; Axiom
 - b. Substitutions: See Section 01 60 00 - Product Requirements

2.05 ACCESSORIES

- A. Support Channels and Hangers: Galvanized steel; size and type to suit application, seismic requirements, and ceiling system flatness requirement specified.
- B. Hanger Wire: 12 gauge, 0.08 inch galvanized steel wire.
- C. Hold-Down Clips: Manufacturer's standard clips to suit application
- D. Perimeter Moldings: Same metal and finish as grid.
- E. Touch-up Paint: Type and color to match acoustical and grid units.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that layout of hangers will not interfere with other work.

3.02 PREPARATION

- A. Install after major above-ceiling work is complete.
- B. Coordinate the location of hangers with other work.

3.03 INSTALLATION - SUSPENSION SYSTEM

- A. Install suspension system in accordance with ASTM C636/C636M, ASTM E580/E580M, and manufacturer's instructions and as supplemented in this section.
- B. Rigidly secure system, including integral mechanical and electrical components, for maximum deflection of 1:360.
- C. Lay out system to a balanced grid design with edge units no less than 50 percent of acoustical unit size.
- D. Install after major above-ceiling work is complete. Coordinate the location of hangers with other work.
- E. Perimeter Molding: Install at intersection of ceiling and vertical surfaces and at junctions with other interruptions.
 - 1. Use longest practical lengths.
- F. Suspension System, Non-Seismic: Hang suspension system independent of walls, columns, ducts, pipes and conduit. Where carrying members are spliced, avoid visible displacement of face plane of adjacent members.
- G. Where ducts or other equipment prevent the regular spacing of hangers, reinforce the nearest affected hangers and related carrying channels to span the extra distance.
- H. Do not support components on main runners or cross runners if weight causes total dead load to exceed deflection capability.
- I. Support fixture loads using supplementary hangers located within 6 inches of each corner, or support components independently.
- J. Do not eccentrically load system or induce rotation of runners.

3.04 INSTALLATION - ACOUSTICAL UNITS

- A. Install acoustical units in accordance with manufacturer's instructions.
- B. Fit acoustical units in place, free from damaged edges or other defects detrimental to appearance and function.
- C. Fit border trim neatly against abutting surfaces.
- D. Install units after above-ceiling work is complete.
- E. Install acoustical units level, in uniform plane, and free from twist, warp, and dents.
- F. Cutting Acoustical Units:

1. Make field cut edges of same profile as factory edges.
 2. Double cut and field paint exposed reveal edges.
- G. Install hold-down clips on panels within 10 ft of an exterior door.

3.05 TOLERANCES

- A. Maximum Variation from Flat and Level Surface: 1/8 inch in 10 feet.
- B. Maximum Variation from Plumb of Grid Members Caused by Eccentric Loads: 2 degrees.

3.06 CLEANING

- A. See Section 01 70 00 - Execution and Closeout Requirements for additional requirements.
- B. Clean surfaces.
- C. Replace damaged or abraded components.

END OF SECTION 09 51 00

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THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

Bond No.: 492511

KNOW ALL MEN BY THESE PRESENTS, that we TATRO Plumbing Co., Inc.

1413 W Thompson St, Garden City, KS 67846
as Principal, hereinafter call the Principal, and Merchants Bonding Company (Mutual)
P.O. Box 14498, Des Moines, Iowa 50306-3498

a corporation duly organized under the laws of the State of Iowa
as Surety, hereinafter called the Surety, are held and firmly bound unto TATRO Plumbing Co Inc

1205 Flemming Street, Garden City, KS 67846
as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Bid Amount

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 Horace Good Middle School Locker HVAC Upgrades

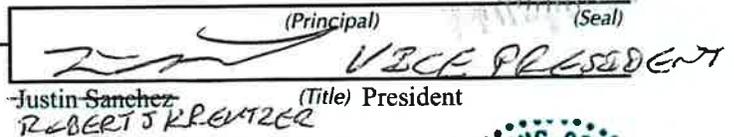
NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with
the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding
or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
payment of labor and materials 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 18th day of March 2025

TATRO Plumbing Co., Inc.


(Witness)

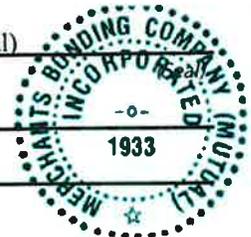
RSK

(Principal) (Seal)

Justin Sanchez (Title) President
ROBERT J. KRENTZER


(Witness)
Cathy Phan

Merchants Bonding Company (Mutual)
(Surety)

(Title)
Matthew T Smith Attorney-in-Fact



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,

Matthew T Smith

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.

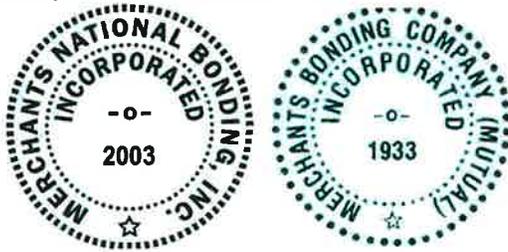
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, 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 18th day of March, 2025.

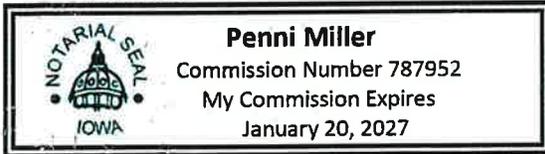


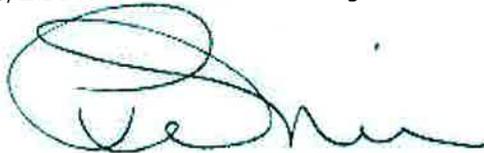
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 18th day of March, 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 18th day of March, 2025.




Secretary

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

BID INFORMATION

1.01 **BIDDER:** TATRO Plumbing Co., Inc. _____.

- A. Project Name: USD 457 Horace Good Middle School Locker HVAC Upgrades
- B. Project Location:
 - 1. 1412 N. Main Street, Garden City, Kansas.
- C. Owner: Garden City Unified School District #457 Board of Education.
- D. Architect: GMCN Architects, Inc.
- E. Architect Project Number: 202436

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. Six Hundred Eighty Thousand Nine Hundred Seven Dollars (\$ 680,907.00).
 - 2. The above amount includes Allowances specified in 01 21 00 - Allowances.

1.03 **BID GUARANTEE**

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

1.04 **TIME OF COMPLETION**

- A. If this Bid is accepted we will:
- B. ~~Complete the Work in _____ calendar days from Commencement Date.~~
~~(Bidder to enter number of days.)~~ **Work to be completed by August 15, 2025**

1.05 **ACKNOWLEDGEMENT OF ADDENDA**

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
 - 1. Addendum No. 1, dated 03/08/2025.
 - 2. Addendum No. 2, dated 03/13/2025.
 - 3. Addendum No. 3, dated NA.
 - 4. Addendum No. 4, dated NA.

1.06 ALTERNATE BIDS

- A. The undersigned agrees, if awarded the contract, to perform the work of any Alternate Bids selected by the Owner according to the same contract amount to be adjusted for each Alternate Bid accepted as follows:
- B. **ALTERNATE BID NO. A-1:** Boiler Demo - Boiler Room 122:
1. Twenty Six Thousand Five Hundred Ninety Two Dollars (\$ 26,592.00).
 2. The Owner may not initially accept the cost of this Alternate Bid upon signing of the Contract. The Bidder shall honor the cost of this Proposal for a minimum of 30 days after the contract has been signed.
- C. **ALTERNATE BID NO. A-2:** Air Handler Demo - Room: Mech 203:
1. Twenty Seven Thousand Nine Hundred Eighty Seven Dollars (\$ 27,987.00).
 2. The Owner may not initially accept the cost of this Alternate Bid upon signing of the Contract. The Bidder shall honor the cost of this Proposal for a minimum of 30 days after the contract has been signed.
- D. **ALTERNATE BID NO. A-3:** Exhaust Fan Replacement - Varsity Locker Room 105, Boys Locker Room 111, and Girls Locker Room 115:
1. Nine Thousand Three Hundred Forty Two Dollars (\$ 9,342.00).
 2. The Owner may not initially accept the cost of this Alternate Bid upon signing of the Contract. The Bidder shall honor the cost of this Proposal for a minimum of 30 days after the contract has been signed.

1.07 CHANGES TO THE WORK

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

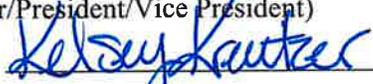
1.08 BID SUPPLEMENTS

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

1.09 CONTRACTOR'S LICENSE

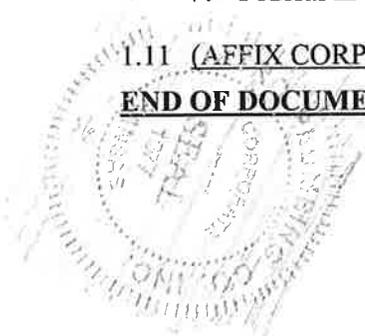
- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Finney County and Garden City, Kansas, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.10 SUBMISSION OF BID

- A. Respectfully submitted this 19th day of March, 2025.
- B. Submitted By: TATRO Plumbing Co., Inc.
- C. (Name of bidding firm or corporation)
- D. Authorized Signature: 
- E. (Handwritten signature)
- F. Signed By: Rob Kreutzer
- G. (Type or print name)
- H. Title: Vice-President
- I. (Owner/Partner/President/Vice President)
- J. Witness By: 
- K. (Handwritten signature)
- L. Attest: 
- M. (Handwritten signature)
- N. Tonja Bernbeck
- O. (Type or print name)
- P. Title: Secretary/Treasurer
- Q. (Corporate Secretary or Assistant Secretary)
- R. Street Address: 1413 W Thompson St.
- S. City, State, Zip Garden City, KS 67846
- T. Phone: 620.277.2167
- U. License No.: _____
- V. Federal ID No.: 48-0864586

1.11 (AFFIX CORPORATE SEAL HERE)

END OF DOCUMENT 004113 00 41 13



THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Central Consolidated, Inc.

3435 West Harry, Wichita, KS 67213

as Principal, hereinafter called the Principal, and Westfield Insurance Company

P.O. Box 5001, Westfield Center, OH 44251-5001

a corporation duly organized under the laws of the State of OH

as Surety, hereinafter called the Surety, are held and firmly bound unto USD 457 Board of Education

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 Horace Good Middle School Locker HVAC Upgrades

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 19th day of March, 2025


(Witness)

Central Consolidated, Inc.
(Principal) (Seal)

By: 
(Title)


Clara Navarro (Witness)

Westfield Insurance Company
(Surety) (Seal)

By: 
(Title)
Todd Alan Rambo, Attorney-in-fact

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THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 06/24/24, FOR ANY PERSON OR PERSONS NAMED BELOW.

General Power of Attorney

POWER NO. 1515202 05

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint DESIREE E. WESTMORELAND, MONICA F. DONATELLI, S. MARK WILKERSON, TODD ALAN RAMBO, MYRIAH A. ANDERSON, MORGAN WILKERSON-LIU, CHARISSA D. WILSON, CLARA R. NAVARRO ABELA, ALYCIA MARIE HOEBENER, JOINTLY OR SEVERALLY

of WICHITA and State of KS its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit, and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 24th day of JUNE A.D., 2024 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 24th day of JUNE A.D., 2024, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 19th day of March A.D., 2025.



Frank A. Carrino, Secretary



BPOAC2 (combined) (05-24)

Scope

3/18/2025
Quotation #5082

Job Name: USD 457 Horace Good Locker Room HVAC Upgrades
Location: 1412 N Main St, Garden City, KS 67846
Documents: Plans and specifications as provided by GMCN Architects and Integrated Consulting Engineers dated 2/26/2025. Addendums 1 and 2 acknowledged.

Notes Regarding Proposal:

- Due to the current volatility in commodity material costs that underlies our pricing, CCI's proposal is subject to adjustment to reflect any increase in commodity material costs at the time of acceptance
- CCI shall not be held liable for delays in equipment or materials due to imposed tariffs
- CCI has not included for material price escalation due to imposed tariffs. Should we be made of aware of any increases, we will notify the owner immediately

Work Included in Base Bid:

- \$45,000.00 allowance
- Performance and payment bond
- Remove and replace as ceiling as indicated on sheet A3.1
- Reinforce structure with angle iron supports and new RTU locations
- Selective mechanical demolition as indicated
- Sheet metal ductwork and accessories as indicated
- Grilles, registers, and diffusers as indicated
- Provide and install twenty-three (23) draft barrier heaters
- Provide and install (4) radiant cove ceiling heaters
- Provide and install seven (7) rooftop units
- Natural gas piping and specialties as indicated
- Condensate drain piping to discharge onto roof at unit
- Ductwork insulation
- Test and balance
- Automated HVAC controls by C&C Group
- Electrical as indicated
- Dumpsters
- Temporary toilets

Work Included in Alternate #1:

- Demolition and removal of existing boiler, pumps, hydronic piping, and related accessories in Boiler Room 122

Work Included in Alternate #2:

- Demolition and removal of existing air handler and associated ductwork, piping, and controls

Work Included in Alternate #3:

- Remove and replace three (3) exhaust fans as indicated

- In-wall louver framing, lintels, or new opening demolition
- Blank-offs between slot diffusers
- Duct cleaning (CCI will maintain LEED quality IAQ by cleaning our duct after we build it, sealing it before it ships, and maintaining that seal throughout construction)
- Fume or lab hoods, unknown piping connections, or exhaust
- Receiving, unloading, handling, storage, or installation of owner-furnished equipment
- Any valves that are not specified or shown on the drawings
- QA/QC (we will pressure test our piping and ductwork only as necessary)
- Orientation or special training lost time of site training for craft workers to be on site
- Fingerprinting, background checks, or other security clearance items
- Composite crew cleanup participation (CCI will do the daily cleanup of our waste)
- Short or long-term maintenance on equipment
- Third party commissioning

General Proposal Clarifications:

- CCI warrants all materials and workmanship provided in the work performed under this contract to be free from defects for a period of (1) one year from the date of substantial completion. CCI shall repair or replace, at no cost to the Owner, any defects discovered within that timeframe upon written notice
- All stated lead times are based on the best information available at the time of bid – subject to change
- The work will be performed on a normal 40-hour work week – five (5) 8-hour days or four (4) 10-hour days
- Proposal is conditioned upon prompt award of the project contract, in enough time to allow approval of submittals and procurement of materials and equipment to meet the project schedule
- This proposal is conditioned upon a three-week mobilization period between written Notice to Proceed and any on-site activities
- We assume we will be given clean access to the work; given in a sequential and methodical order that does not restrict the flow of work. should the flow of the project reflect otherwise, CCI reserves the right to a pricing adjustment that reflects costs associated with such a change in project work conditions
- The digital backgrounds for architectural, structural, fire protection, and electrical are to be furnished to CCI at no charge in AutoCAD format
- While on-site, CCI will provide a full-time superintendent
- Cost for a part-time project manager is included
- Fabrication and field shop drawings are included
- We will provide fire caulking for our penetrations only. No acoustical caulking
- Due to the current volatility in commodity material costs that underlies our pricing, CCI's proposal will expire 15 days from the date above. After that period, CCI's pricing is subject to adjustment to reflect any increase in commodity material costs at the time of acceptance
- CCI reserves the right to review and approve all contract conditions as a condition of this proposal offer. CCI's proposal is an offer expressly conditioned upon the parties reaching mutually agreeable contract terms, including but not limited to a waiver of or reasonable cap on liability for any consequential damages from any source. Any language in the contract that purports to exclude or supersede the conditions of this project is expressly rejected

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

BID INFORMATION

1.01 **BIDDER:** Central Consolidated, Inc.

- A. Project Name: USD 457 Horace Good Middle School Locker HVAC Upgrades
- B. Project Location:
 - 1. 1412 N. Main Street, Garden City, Kansas.
- C. Owner: Garden City Unified School District #457 Board of Education.
- D. Architect: GMCN Architects, Inc.
- E. Architect Project Number: 202436

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. Eight Hundred Ninety-Nine Thousand Seven Hundred Fifty Dollars (\$ 899,750.00).
 - 2. The above amount includes Allowances specified in 01 21 00 - Allowances.

1.03 **BID GUARANTEE**

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

1.04 **TIME OF COMPLETION**

- A. If this Bid is accepted we will:
- B. Complete the Work in 74 calendar days from **Commencement Date**.
(Bidder to enter number of days.)

1.05 **ACKNOWLEDGEMENT OF ADDENDA**

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
 - 1. Addendum No. 1, dated 3/8/2025.
 - 2. Addendum No. 2, dated 3/13/2025.
 - 3. Addendum No. 3, dated _____.
 - 4. Addendum No. 4, dated _____.

1.06 ALTERNATE BIDS

- A. The undersigned agrees, if awarded the contract, to perform the work of any Alternate Bids selected by the Owner according to the same contract amount to be adjusted for each Alternate Bid accepted as follows:
- B. ALTERNATE BID NO. A-1: Boiler Demo - Boiler Room 122:
 - 1. Fifteen Thousand Seven Hundred Ninety Dollars (\$ 15,790.00).
 - 2. The Owner may not initially accept the cost of this Alternate Bid upon signing of the Contract. The Bidder shall honor the cost of this Proposal for a minimum of 30 days after the contract has been signed.
- C. ALTERNATE BID NO. A-2: Air Handler Demo - Room: Mech 203:
 - 1. Seventeen Thousand Five Hundred Twenty Dollars (\$ 17,520.00).
 - 2. The Owner may not initially accept the cost of this Alternate Bid upon signing of the Contract. The Bidder shall honor the cost of this Proposal for a minimum of 30 days after the contract has been signed.
- D. ALTERNATE BID NO. A-3: Exhaust Fan Replacement - Varsity Locker Room 105, Boys Locker Room 111, and Girls Locker Room 115:
 - 1. Eleven Thousand Nine Hundred Ten Dollars (\$ 11,910.00).
 - 2. The Owner may not initially accept the cost of this Alternate Bid upon signing of the Contract. The Bidder shall honor the cost of this Proposal for a minimum of 30 days after the contract has been signed.

1.07 CHANGES TO THE WORK

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

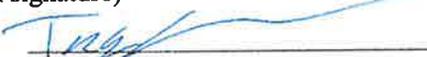
1.08 BID SUPPLEMENTS

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

1.09 CONTRACTOR'S LICENSE

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

1.10 SUBMISSION OF BID

- A. Respectfully submitted this 19th day of March, 2025.
- B. Submitted By: Central Consolidated, Inc.
- C. (Name of bidding firm or corporation)
- D. Authorized Signature: 
- E. (Handwritten signature)
- F. Signed By: Alex Gilmore
- G. (Type or print name)
- H. Title: Chief Estimator
- I. (Owner/Partner/President/Vice President)
- J. Witness By: 
- K. (Handwritten signature)
- L. Attest: 
- M. (Handwritten signature)
- N. Taylor Creighton
- O. (Type or print name)
- P. Title: Estimator
- Q. (Corporate Secretary or Assistant Secretary)
- R. Street Address: 3435 W Harry St
- S. City, State, Zip Wichita, KS 67213
- T. Phone: (316) 945-0797
- U. License No.: M09286/P09287
- V. Federal ID No.: 47-5590240

1.11 (AFFIX CORPORATE SEAL HERE)

END OF DOCUMENT 004113 00 41 13